



Sold to:

Alaska Heart and Vascular Institute
3841 Piper St Ste T-100
Anchorage, AK 99508-4674

Presented By

Anna Halvorsen
Philips Healthcare a division of Philips North
America LLC
414 Union Street
Nashville, Tennessee 37219
Email: anna.halvorsen@philips.com

Ship to:

Alaska Heart and Vascular Institute
3841 Piper St Ste T-100
Anchorage, AK 99508-4674

Quote #: Q-00681957

Customer #: 94222435

Quote Date: 02/02/26

Valid Until: 05/06/26

IGT AH Alaska Heart and Vascular Allura

Dear Valued Customer,

Thank you for the opportunity to provide you with this individually tailored Philips Services Agreement. Philips can complement your team with the right level of expert support to protect your assets over a long-term horizon.

The exact details of your customized agreement(s) are contained in the quote that follows.

We look forward to providing world-class service and support. If there are questions or requested changes, please do not hesitate to reach out.

Thank you,

Anna Halvorsen

This quotation 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 quotation. 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 the prior written consent of Philips.

IMPORTANT NOTICE: Discounts, Other Fee Reductions and Reporting Obligations: The Product(s) offered may be subject to Philips' discounts and other programs, including finance programs, that could trigger federal healthcare cost reporting obligations. Customer discounts, and fees and charges waived or otherwise not charged by Philips, may constitute a discount on Product(s) covered by this Agreement. Philips may also provide financial support for financing programs of third-party lenders in connection with the financing of the Product(s). Customer agrees to fully and accurately report Product costs, adjusted for discounts, as required. Philips agrees to fully and accurately report discount information to Customer and refrain from impeding Customer from meeting its cost reporting obligations under the discount safe harbor, 42 CFR 1001.952(h).

Philips Healthcare a division of Philips North America LLC
414 Union Street
Nashville, Tennessee 37219
aHIRi00001T4AwOAK



1. Financial Overview

Line	Article No.	Description	Months	Net Price
1	SVC0151	RightFit Primary Service Plan	84	\$ 715,102.08

Total Section Price Including Total Recurring Amount: \$ 715,102.08

Total Net Price \$ 715,102.08

2. Quote Summary

Line	Article No.	Service Plan	Equipment Covered	Qty	Term(Months)	Annual Price	Net Price
1	SVC0151	RightFit Primary Service Plan	722234 Azurion 7 M20	1	84	\$ 102,157.44	\$ 715,102.08

Promotion Discount: \$ 0.00

- POS Service Discount Promo 251A

Total Section Price Including Total Recurring Amount:

\$ 715,102.08

Total Net Price

Total Net Price

\$ 715,102.08



3. Quote Details

Service Relevant Equipment Configuration:

Article No.	Service Relevant Equipment Configuration	Qty
722234	Azurion 7 M20	1

Promotion Name

POS Service Discount Promo 251A

Promotion description

POS Service Discount Promo 251A:
With this promotion Philips Services will provide an additional discount on eligible RightFit service agreements.

Line	Description	Term(Months)
1	RightFit Primary Service Plan Article No. SVC0151	84

SERVICE DELIVERY:

98% uptime guarantee for each contract year. This provides assurance of the equipment availability to scan patients as described in the uptime guarantee exhibit.

LABOR:

Labor and travel coverage for on-site service from 8:00 am - 5:00 pm, Monday - Friday, excluding Philips published holidays.

Preferential Scheduling of service calls for service contract customers.

On-site Response. At customer's request, Philips service goal is to be on-site within 4 hours.

Planned maintenance coverage from 8:00 am – 5:00 pm, Monday – Friday, 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 IGT systems is 1 - 2 times per year depending on the specific product model.

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.

PARTS:

Standard parts coverage. This provides coverage on parts to maintain and repair the equipment including both hardware and software items.

10:30 am next day parts delivery. This provides UPS next day delivery by air, available in most areas. (Actual time depends on local shipper delivery schedule and delivery restrictions for oversized or hazardous parts).

LIFECYCLE:

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.

15% discount on any items selected from Philips Life Solutions catalog, excluding power monitoring.

CUSTOMER CARE SOLUTIONS CENTER:

24/7 Technical telephone support.

Clinical telephone support from 8:00 am - 5:00 pm, Monday – Friday.

Remote Services. 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.

SOLUTION ENHANCEMENTS:

Philips Service Information. Available upon request, this contains important service management reports through a secure Internet site. Information on equipment service status, historical service performance, engineer response time, and planned maintenance schedules is available.

Service Plan Deliverables	Service Plan Deliverable Details
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
Flex Vision Coverage	Repair of the Philips FlexVision viewing solution
POS only-SP X-Ray Tube & FD 20	Comprehensive parts and labor support for X-Ray Tube and Flat Detector (FD20), unless the base plan does not include labor, in which case the part only will be provided



4. Local Sales Terms and Conditions

Line	Product Code	Service Plan Start	Contract Name	Contract No.	Invoice Schedule
1	SVC0151 RightFit Primary Service Plan	After Warranty	Vizient Supply LLC XR0703	XR0703	Annual

Payment Terms US: Net 30 Days

All amounts in this quote are in USD

Optional equipment configuration items are not covered by the service contract. Including those items might impact service contract price.

5. Invoice Schedule

RightFit Primary Service Plan | Term(Months) = 84

Equipment Covered	Payments(Annual)		Total Payment Amount
	#Payments	Amount	
722234 Azurion 7 M20	7	\$ 102,157.44	\$ 715,102.08

Rounding differences between Net Price on Financial Overview and/or Quote Summary / Signature page and Payment Amount may occur (+ or -). Items marked as optional are excluded from the Invoice Schedule section.



6. Acceptance by Parties

Invoice to:

Alaska Heart and Vascular Institute
3841 Piper St Ste T-100
Anchorage, AK 99508-4674

Ship to:

Alaska Heart and Vascular Institute
3841 Piper St Ste T-100
Anchorage, AK 99508-4674

Total Net Price	Total Net Price
Total Net Price	\$ 715,102.08

Each Quotation solution (defined as each product, software, service) is issued pursuant to the Local Sales Terms and Conditions and if Contract Name equals NONE then Philips Standard Terms and Conditions ("Contract") governs the discounts and fees that apply to each quoted solution. Any PO for the items herein will be accepted subject to the terms of the Contract. **Issuance by customer of a non-contingent signed purchase order(s) referencing the Quote Solution and the Local Sales Terms and Conditions (as applicable) expressly represents customer's acceptance of the quotation and the associated terms in lieu of the customer signature on this quotation.** Each Quotation Solution listed on purchase order/orders represents a separate and distinct financial transaction. Philips General Terms and Conditions of Sales and Software License for Hospital Monitoring, Hospital Respiration Care, Focal Point SW Licenses, Therapeutic Care, Medical Consumables and Sensors and Value Added Services are located at Terms and Conditions of Sale|Philips (<https://www.usa.philips.com/healthcare/support/terms-and-conditions>). Product Warranties for all Philips Products are located at Terms and Conditions of Sale|Philips (<https://www.usa.philips.com/healthcare/support/terms-and-conditions>).

We understand and agree that each transaction is to be individually billed and paid. This quotation 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 quotation. 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 the prior written consent of Philips. This quotation provides contract agreement discounts and does not reflect rebates that may be earned by Customer, under separate written rebate agreements, from cumulative volume purchases beyond the individual quantity being ordered under this quote. Customer is reminded that rebates constitute discounts under government laws which are reportable by Customers.

The price above does not include sales tax.

Please fill in the below if applicable:

1. Tax Status: Taxable _____ Tax Exempt _____
If Exempt, please indicate the Exemption Certification Number: _____, and attach a copy of the certificate.
2. Requested equipment delivery date _____
3. If you do not issue formal purchase orders indicate by initialing here: _____
4. For Recurring Maintenance Service & Support Agreements with New Equipment Purchases: Our facility does issue formal purchase orders; however, due to our business/system limitation, we cannot issue a formal purchase order for the service agreement until 90 days prior to standard warranty expiration. Our facility agrees to submit the service agreement purchase order at such time. Initialed: _____

CUSTOMER SIGNATURE

by its authorized representative

Signature: _____

Print Name: _____

Title: _____

Date: _____

PHILIPS SIGNATURE

by its authorized representative

Signature: _____

Print Name: _____

Title: _____

Date: _____



7. General Service Terms and Conditions

General Terms and Conditions of Service ("Conditions of Service") (Rev 26)

1. Services

1.1 The services ("Service(s)") offered on the quotation by the Philips entity identified thereon ("Quotation") are subject to these Conditions of Service, the Quotation, and any exhibits and attachments attached hereto (collectively, the "Agreement"). The Quotation will specify the equipment and software ("Equipment") and the location ("Site") and duration of the Services ("Term"). The Quotation expires as indicated and may be amended or revoked by Philips before Customer's acceptance. Purchase orders (POs) are subject to Philips' confirmation. Customer's terms and conditions do not apply to the Services.

2. Access to Equipment

2.1 If Customer does not make the Equipment available as mutually agreed for Service, Philips may reschedule or cancel the Service, and Philips may charge Customer at then-current demand service rates for all time spent by Philips waiting for access to the Equipment.

3. Price and Payment

3.1 In consideration for the Services to be performed by Philips, Customer will pay the prices defined in the Quotation ("Contract Price") net 30 days from invoice date. Customer will provide POs to fulfill the entire Term.

3.2 The Contract Price excludes taxes. Taxes will be invoiced by Philips and paid by Customer unless Customer provides Philips with a tax exemption certificate in advance. Payment 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 2%, not exceeding its cost of acceptance. Check payments over \$50,000 USD must be paid via eCheck or Philips prepaid FedEx account with tracking.

3.3 If Customer fails to pay any amount not disputed in good faith when due, Philips, in addition to other rights under this Agreement or law, may: (i) charge interest at an annual rate of 12%, billed monthly; (ii) suspend performance; (iii) deduct the unpaid amount from any amounts owed to Customer; (iv) declare all outstanding sums due and payable immediately; (v) commence collective activities, the costs of which will be Customer's responsibility, including reasonable attorneys' fees; and (vi) terminate with 10 days' notice and following the opportunity to cure specified under Section 15.4.

3.4 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. Such adjustment in pricing requires 30-day written notice, will not be retroactive, cannot start before first year of contract, and will not exceed more than 5% change annually. Price adjustments under this section will be in accordance with the Consumer Price Index published by the United States Bureau of Labor Statistics on its website at <http://www.bls.gov/cpi>.

3.5 Customer will notify Philips and Philips will be entitled to change the Contract Price if: (i) the location or ambient conditions (e.g., HVAC, power, or grounding) of the Equipment changes, (ii) additional equipment is added to the inventory list, or (iii) the Equipment is (partly) removed or taken out of service by Customer.

3.6 Customer's obligations do not depend on other agreements with Philips. Customer will not exercise any offset right in relation to other agreements.

3.7 If Customer has contracted with a third party for purposes of centralized billing and management of Services, at Customer's written request, Philips will route invoices to, and accept payment from, such third party on Customer's behalf. Philips will not accept any additional or different terms and conditions from such third party as a condition of payment, and Customer guarantees all payments under this Agreement.

4. Exclusions

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

4.1 servicing or replacing components of equipment other than Equipment or components listed in the Quotation;

4.2 servicing Equipment contaminated with, or disposing of, blood, potentially hazardous or infectious substances, or biomedical waste/material;

4.3 service specifically excluded in the Quotation;

4.4 services for any third-party product provided by Philips to Customer;

4.5 any error arising from, or service necessary due to:

4.5.1 a design, specification or instruction provided by Customer or Customer representative;

4.5.2 failure to comply with Philips' written instructions or recommendations;

4.5.3 combining Equipment with other product or software other than those recommended by Philips;

4.5.4 any alteration or improper storage, handling, misuse, neglect, accident with, or maintenance of, the Equipment, including without limitation any components, e.g., detectors, transducer, or coils, other than by Philips;

4.5.5 damage caused by an external source, regardless of nature; or

4.5.6 any removal or relocation of the Equipment;

4.6 costs of materials, supplies, parts, or labor supplied by any party other than Philips or Philips' subcontractors;

4.7 providing or paying the cost of any rigging, facility, structural alteration, or accessory incident;

4.8 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/adaptor cables, UPS fans and capacitors, 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;

4.9 cosmetic repairs;

4.10 the cost of factory reconditioning or rebuilds; and

4.11 providing any updates or upgrades other than field safety corrective actions (i.e., safety related updates).

5. Customer Responsibilities

During the Term, Customer will:

5.1 comply with all applicable laws, rules, and regulations;

5.2 maintain the Site, Equipment, and operating environment in a clean and sanitary condition and according to Philips' specifications;

5.3 properly remove and dispose of any hazardous material;

5.4 use, and make normal operator adjustments to, the Equipment in accordance with the published manufacturer's operating instructions;

5.5 provide Philips with broadband internet Wi-Fi access for business purposes;

5.6 provide Philips a persistent dedicated high speed internet connection to Equipment to facilitate remote servicing and required remote infrastructure for the Term, by:

5.6.1 supporting remote connectivity complying with IPsec standards (service devices provided by Philips remain Philips property and are provided for the term);

5.6.2 securing a location for hardware to connect Equipment to the Philips Remote Service Data Center (PRSDC);

- 5.6.3 allowing Philips to connect to Customer's connected Equipment for the purpose of servicing the Equipment;
 - 5.6.4 maintaining a free IP address within the Site network to connect the Equipment to Customer's network;
 - 5.6.5 supporting the installation of service tools (as stipulated in Section 10) for connection to the Equipment and Customer network to enable remote servicing and downloads/installs of updates, upgrades, and fixes of the service tools, core software, and operating system Customer is entitled to under the Agreement; and
 - 5.6.6 facilitating reconnection by Philips if temporary disconnection occurs;
 - 5.7 if Customer fails to provide the access described in Section 5.6 and the Equipment or service tools are not connected to the PRSDC (including any temporary disconnection) or updates are not downloaded and installed, Customer waives its rights to Services and any uptime guarantee until reconnection of remote infrastructure and will be responsible for any damage due to such failure;
 - 5.8 provide Philips and its subcontractors full and free access to the Equipment at the scheduled service time;
 - 5.9 timely return replaced parts to Philips; and
 - 5.10 ensure non-Philips staff working on the Equipment are trained and qualified in accordance with applicable laws and good industry practice.
- 6. Warranty and Disclaimer**
- 6.1 Philips' sole service obligations to Customer are described in this Agreement. All labor, including technical support, will be performed in a professional and workmanlike manner. Except as expressly provided in this Agreement, all Services and parts provided under this Agreement are provided "as is" and Philips provides no additional warranties under this Agreement. PHILIPS SPECIFICALLY DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.
- 7. Limitations of Liability**
- 7.1 THE TOTAL LIABILITY OF PHILIPS FOR ALL DAMAGES AND CLAIMS ARISING FROM OR RELATING TO THE SERVICES UNDER THIS AGREEMENT, WHETHER BASED ON BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE), OR OTHERWISE IN CONNECTION WITH THE SERVICES IS LIMITED TO THE ACTUAL AMOUNTS PAID BY CUSTOMER FOR THE SERVICE THAT GAVE RISE TO THE CLAIM.
 - 7.2 PHILIPS IS NOT LIABLE FOR INDIRECT, PUNITIVE, INCIDENTAL, EXEMPLARY, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF DATA, PROFITS, REVENUE, BUSINESS INTERRUPTION, OR USE, REGARDLESS OF WHETHER THEY ARE FORESEEABLE OR NOT AND WHETHER THE CLAIM IS MADE IN TORT, BREACH OF CONTRACT, INDEMNITY, AT LAW, OR IN EQUITY. THIS SECTION DOES NOT LIMIT PHILIPS' LIABILITY FOR THIRD-PARTY CLAIMS FOR BODILY INJURY OR DEATH CAUSED BY PHILIPS' NEGLIGENCE OR PROVEN PRODUCT DEFECT.
 - 7.3 THE FOLLOWING ARE NOT SUBJECT TO THE LIMITATION OF LIABILITY IN SECTION 7.1: (a) THIRD-PARTY CLAIMS FOR BODILY INJURY OR DEATH CAUSED BY PHILIPS' NEGLIGENCE OR PROVEN PRODUCT DEFECT, (b) CLAIMS OF TANGIBLE PROPERTY DAMAGE CAUSED BY PHILIPS' NEGLIGENCE OR PROVEN PRODUCT DEFECT, (c) OUT-OF-POCKET COSTS FOR PATIENT NOTIFICATIONS REQUIRED BY LAW DUE TO PHILIPS' UNAUTHORIZED DISCLOSURE OF PROTECTED HEALTH INFORMATION, (d) FINES/PENALTIES LEVIED AGAINST CUSTOMER BY GOVERNMENT AGENCIES DUE TO PHILIPS' UNAUTHORIZED DISCLOSURE OF PROTECTED HEALTH INFORMATION, AND (e) PHILIPS' INFRINGEMENT INDEMNIFICATION OBLIGATIONS.
- 8. Intellectual Property Indemnification**
- 8.1 Philips will 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, authority, and assistance necessary for Philips to defend, settle, or avoid the claim.
 - 8.2 If a Service Item is found or believed by Philips to infringe a valid patent or copyright or 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:
 - 8.2.1 procure the right for Customer to use the Service Item(s);
 - 8.2.2 replace or modify the Service Item(s) to avoid infringement; or
 - 8.2.3 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 will 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 will not be a replacement for the remedies set forth in 8.2.1-8.2.3 above. The terms in this Section 8.2 state Philips' entire obligation and liability for claims of infringement and Customer's sole remedy in the event of a claim of infringement.
- 9. End of Life**
- 9.1 AFTER THE END OF LIFE DATE, PHILIPS WILL USE COMMERCIALY REASONABLE EFFORTS TO REPAIR EQUIPMENT, SUBJECT TO PARTS AND TRAINED ENGINEER AVAILABILITY, BUT WITH NO UPTIME GUARANTEE, AND PHILIPS WILL NOT CREATE OR TEST BUG FIXES, PATCHES, OR ENHANCEMENTS TO THE EQUIPMENT HARDWARE OR SOFTWARE. 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, then Philips may terminate this Agreement with respect to such Equipment upon notice to Customer and provide Customer with a refund of any pre-payments for periods of Service coverage not already completed.
- 10. Proprietary Service Materials**
- 10.1 Philips may deliver or transmit certain proprietary service materials (including software, tools, and written documentation) that have not been purchased by or licensed to Customer ("Materials"). Customer has no right, title, or license or other right to access, use, or decompile the Materials. Customer consents to delivery, storage, attachment, installation, and use of Materials, and Customer consents to a Philips' locked cabinet or box at the Site for storage of Materials and to Philips' removal of all or any part of Materials at any time, all without charge to Philips. Customer agrees to return any Materials no longer required on-site to Philips and is responsible 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 Materials against damage, loss, and unauthorized access or use of Materials, and Customer will be liable for any violation thereof. Customer will immediately report to Philips any violation of this provision.
- 11. Confidentiality**
- 11.1 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, 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:

- 11.1.1 information in the public domain at the time of disclosure,
- 11.1.2 information that is lawfully obtained by the receiving party from a third party without any breach of confidentiality or violation of law, or
- 11.1.3 information that is required to be disclosed by law or by court order.

11.2 The confidentiality obligations herein will expire five 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 will 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 to a court, government department/agency, or regulatory body, to the extent permitted by applicable law, it will 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 will 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.

12. Compliance with Laws & Privacy

- 12.1 If any provision of these Conditions of Service is deemed unlawful, unenforceable, or invalid, the remaining provisions remain in effect, and a new provision reflecting the original intent will be substituted.
- 12.2 Each party will comply with all applicable laws, rules, and regulations.
- 12.3 To the extent applicable, Customer acknowledges it will 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).
- 12.4 Philips and Customer will 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 years after furnishing Services, Philips will 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, this Agreement 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 this Agreement through a subcontract with a value or cost of \$10,000 or more over a 12-month period, with a related organization, such subcontract will contain a clause to the effect that until the expiration of four years after the furnishing of such Services pursuant to such subcontract, the related organization will make available, upon written request to the Secretary, or upon request to the Comptroller General, or any of their duly authorized representatives the subcontract and the books, documents, and records of such organization that are necessary to verify the nature and extent of such costs. This section 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 this Agreement. If Section 1861(v) (1) (1) should be found to be inapplicable, then this section will be deemed inoperative and without force and effect.
- 12.5 Philips, as the date of signature of the Agreement, represents and warrants that Philips, and its employees and subcontractors, are not debarred, excluded, suspended, or ineligible to participate in federal or state health care programs ("Excluded Provider"). Philips will notify Customer if it becomes aware of any Excluded Provider status. Upon receipt of such notice, Customer will provide Philips with reasonable opportunity to discuss and attempt to resolve any concerns related to Excluded Provider status of Philips or its employee or subcontractor. In the event Philips is unable to resolve the Excluded Provider status of Philips or its employee or subcontractor, Customer may terminate orders for Product not yet shipped or services not rendered prior to the date Philips or its employees or subcontractors became Excluded Providers.
- 12.6 Customer will notify Philips if any portion of the order is funded under the American Reinvestment and Recovery Act (ARRA).
- 12.7 Philips may process personal data in relation to services. Philips will process protected health information (PHI) as defined by HIPAA on behalf and by instruction of Customer under a Business Associate Agreement. Philips may process log files or device parameters containing personal data, including PHI, to provide the Services and comply with regulations and standards.
- 12.8 Customer consents to Philips' use of non-personal data for business purposes, including data analytics, product and service improvement, marketing claims, and benchmarking. Philips will not use Customer's name without prior written consent.

13. Export Control

- 13.1 Customer will promptly provide licenses or end-user statements required by applicable export laws. If Services become impracticable due to changed export control laws or regulations, Philips may suspend or terminate the Services under this Agreement without any liability other than reimbursing amounts paid for unperformed Services.

14. Assignment

- 14.1 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.

15. Term and Termination

- 15.1 This Agreement is non-cancelable by Customer for the Term except as expressly set forth in this Agreement.
- 15.2 If Customer becomes insolvent, files for bankruptcy, or has assets assigned or frozen, Philips may cancel unfulfilled obligations or suspend performance. Customer's financial obligations remain in effect.
- 15.3 Upon 60 days' written notice, Customer may terminate coverage of any Equipment that it permanently removes from use at the Site or any other site.
- 15.4 Either party may terminate this Agreement for the other party's uncured material breach following 60 days' prior written notice and opportunity to cure during such period.

16. Independent Contractor

- 16.1 Philips is an independent contractor. Nothing in this Agreement will be construed to designate Philips or Philips' employees or Philips' subcontractors as Customer's employees, agents, or partners. 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.



17. Force Majeure

- 17.1 Neither party is liable for non-performance caused by circumstances beyond its control, including acts of God, war, civil war, insurrection, fire, flood, labor disputes, epidemics, pandemic, cyber-attack, terrorism, governmental regulations, embargoes, export control sanctions, or Philips' unavailability regarding permits, licenses, authorizations, default, or force majeure of suppliers or subcontractors. If Philips is unable to perform due to a force majeure event that continues for 90 consecutive days, Customer may terminate any Services not yet performed.

18. Adulterated Systems

- 18.1 If Philips determines that Equipment has been modified or altered in a manner not explicitly specified in the documentation accompanying the Equipment, including without limitation by including a part, component, or device not specified by Philips as compatible ("Adulterated System") that hinders Philips' ability to provide the Service or maintain the Equipment in a safe or effective manner, Philips may notify Customer and remove such Adulterated System from the Agreement if Customer does not permit Philips (at Customer's cost) to remediate the Adulterated System.

19. Insurance.

- 19.1 Upon Customer request, Philips will provide a certificate of Philips insurance coverage.

20. Rules and Regulations

- 20.1 To the extent provided to Philips, Philips and its subcontractors will comply with Customer's rules and regulations that do not conflict with Philips policies.

21. Miscellaneous

- 21.1 Survival. Customer's payment obligations, and Philips' rights, privileges, and remedies, survive expiration or termination of this Agreement.
- 21.2 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 Services and delivery of similar or dissimilar services will not serve as references in interpreting the terms and conditions of this Agreement.
- 21.3 Governing Law. This Agreement is 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. EACH PARTY, KNOWINGLY AND AFTER CONSULTATION WITH COUNSEL, FOR ITSELF, ITS SUCCESSORS AND ASSIGNS, WAIVES ALL RIGHT TO TRIAL BY JURY OF ANY CLAIM ARISING WITH RESPECT TO THIS AGREEMENT OR ANY MATTER RELATED IN ANY WAY THERETO.
- 21.4 Customer will report immediately to Philips any event suggesting the Equipment or Services may have caused or contributed to a death or serious injury or malfunctioned in a way that could likely cause or contribute to such events. Customer will report complaints regarding the identity, quality, performance, reliability, safety, effectiveness, labels, or instructions for use of the Equipment or Services. Philips is responsible for submitting filings or reports to governmental authorities unless otherwise required by law.
- 21.5 Communication. Notices or communications will be given in writing and deemed effective if delivered in person or sent by courier or mail.
- 21.6 Entire Agreement. This Agreement 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 the parties.
- 21.7 Additional Service Terms. The Service-specific exhibit(s) included with this Agreement apply solely to the specified Services and govern in the event terms expressly set forth in the exhibit conflict with terms expressly set forth in these Conditions of Service.

Exhibit 3A
Additional Terms and Conditions for Imaging Services (Rev 26)

1. Services.

- 1.1** Initial Inspection. Within 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.
- 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 so-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-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 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 the prevailing Philips 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 user licenses per Site for accessing the dashboard as part of the standard dashboard subscription access. Additional user licenses beyond the initial five 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 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 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 thyratrons, 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.

5.2 System Access (applicable to Philips Laser Systems only).

5.2.1 If requested by Philips, Customer will provide Philips with access to the Equipment for purposes of providing the Services, updating Equipment software, and uploading of data files (such as but not limited to error logs and utilization data).

5.2.2 Customer's failure to provide the access described in this section will constitute Customer's waiver of the Services and will void support of Equipment malfunctions until such access is provided.

6. Contract Administration.

6.1 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. 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 60 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 26)

- 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 5 of the Conditions of Service and Section 3 of Exhibit 3A (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 Section 3.2 below 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 year) for the System that did not achieve the Uptime Percentage.
 - 3.2** Agreement Payment Adjustment Schedule for System
 - 3.2.1** 99% Uptime Guarantee.
 - 3.2.1.1** **Uptime Percentage:** 99%-100% Equals Contract Reduction: None.
 - 3.2.1.2** **Uptime Percentage:** < 99% Equals Contract Reduction: 7%.
 - 3.2.2** 98% Uptime Guarantee.
 - 3.2.2.1** **Uptime Percentage:** 98%-100% Equals Contract Reduction: None.
 - 3.2.2.2** **Uptime Percentage:** <98% Equals Contract Reduction: 6%.
 - 3.2.3** 96% Uptime Guarantee.
 - 3.2.3.1** **Uptime Percentage:** 96%-100% Equals Contract Reduction: None.
 - 3.2.3.2** **Uptime Percentage:** <96% Equals Contract Reduction: 5%.
 - 3.2.4** 95% Uptime Guarantee.
 - 3.2.4.1** **Uptime Percentage:** 95%-100% Equals Contract Reduction: None.
 - 3.2.4.2** **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 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.

