PHILIPS

Schedule 4
Hospital Patient Monitoring & Hospital Respiratory Care (HRC) Portfolio (Rev 25.1)

Product Category	Products
Measurement and Monitors	IntelliVue Patient Monitors and Systems
	IntelliVue Telemetry System
	Fetal Monitors
	SureSigns/EarlyVue Vitals Monitors
	Clinical measurements
	MR Patient Care Monitors
Clinical Informatics	IntelliVue Critical Care and Anesthesia
	IntelliSpace Perinatal
	IntelliBridge Family of Solutions
Sleep Therapy	DreamStation
	DreamStation Accessories
Respiratory	Ventilators
Airway Clearance	Cough Assist
Hospital Respiratory Care Supplies	Patient Interface (Masks & Cannulas)
	Circuits
Diagnostic Cardiology Solutions	Stress Testing System (ST80i)
	Holter Monitoring System (DigiTrak)
	Cardiographs (PageWriter)
	IntelliSpace ECG
Respiratory Drug Delivery (RDD) Supplies	Aerosol Mask SideStream Nebulizers Sidestream Plus Threshold IMT
	Optichamber LiteTouch Masks
	Peak Flow Misc Asthma Mouth Pieces Optichamber Diamond
	Peak Flow Meters ProChamber Asthma Pack

1. **Prices**.
   - **1.1** Unless stated otherwise on the face of the Quotation, the Quotation will remain valid for ninety (90) days unless withdrawn or changed by Philips.
2. **Orders**.
   - **2.1** Notwithstanding Section 7 of the Conditions of Sale in the Quotation, Philips reserves the right to charge a shipping fee for Hospital Respiratory Care and Respiratory Drug Delivery supplies.
   - **2.2** Orders for Hospital Respiratory Care and Respiratory Drug Delivery supplies are accepted through: Philips Healthcare eStore: (https://www.patientcare.shop.philips.com/);
     Phone: 800-225-0230;
     Email: medical.supplies@philips.com; and
     Fax: 800-227-7843
3. **Payment Terms**.
   - **3.1** Unless otherwise specified in the Quotation, Philips will invoice Customer and Customer will pay such invoice on receipt for each product as follows:
     - **3.1.1** 100% of the purchase price shall be due thirty (30) days from Philips' invoice date.
   - **3.2** Support Services, if any, shall be invoiced and paid as set forth on the Quotation.
   - **3.3** Payment terms are subject to credit approval.
4. **Return Policy**.
   - **4.1** If there is a problem with an order, Philips wants to correct it as soon as possible. Please note the following instructions before returning merchandise to Philips.
     - **4.1.1** The Customer Services Department of Philips Healthcare Supplies Center in Nashville, TN must authorize all returns of medical supplies. Please call 1-800-225-0230 for a return authorization number. Customer shall pay all shipping charges for returns.
   - **4.2** Returns after sixty (60) days of shipment shall be subject to a restocking charge of fifteen percent (15%).
   - **4.3** Philips does not accept returns of Supplies Products that have been opened, are expired or damaged. Please contact Philips Healthcare at 1-800-225-0230 for guidance on any returns.
5. **Installation**.
   - **5.1** For products with installation included in the purchase price, acceptance by Customer occurs upon completion of installation by Philips. For products without installation included in the purchase price, acceptance by customer occurs upon delivery. If Customer schedules or delays installation by Philips more than thirty (30) days after delivery, Customer's acceptance of the products will occur on the thirty-first (31st) day after delivery.
   - **5.2** Installation of the mounted Philips patient monitor with or without modules and accessories onto third party medical carts will align with the guidance set forth in the current International Electrotechnical Commission (IEC) 60601-1 publication, including but not limited to Section 9.4, Instability Hazards. The IEC publication addresses the general requirements for basic safety and essential performance of medical electrical equipment. Accordingly, any third party medical cart receiving installation of the mounted Philips patient monitor must have four (4) wheels with locking mechanism. Customer understands and agrees that it must confirm to Philips that its medical carts have four (4) wheels with locking mechanism as a prerequisite for the sale and installation of the mounted Philips patient monitor. Customer will comply with Philips' process for confirmation, which must include an email from Customer to the Philips sales representative confirming that such prerequisite has been met.
6. **Philips IntelliVue Products**.
   - **6.1** The following applies in the event Customer elects to use the Philips IntelliVue Information Center on Customer provided general network versus dedicating a separate Philips provided IntelliVue Clinical Network to support the communication between the Philips IntelliVue Information Center and the Philips IntelliVue bedside Vital Signs or IntelliVue Patient Monitors
   - **6.2** The Philips IntelliVue Information Center is a secondary vital signs monitoring tool that is used by Customers to monitor the activity arising from alarms that sound from a Vital Signs Patient Care Monitor at the patient bedside. Philips advises that the likelihood of network or bandwidth outages is generally greater when using a medical device on a general network vs. a network dedicated solely to its use. In the

event of a network or bandwidth outage were to directly affect the Philips IntelliVue Information Center's ability to communicate with a bedside Monitor, the Philips IntelliVue Information Center would not be available to get real time alarm information from a bedside Monitor. Accordingly, Customer is reminded that its nursing protocols at the patient room floor must be based on using the Philips bedside Monitor, at all times, as the primary medical device to use and respond to, for monitoring patient's vital signs at the patient bedside.

7. Clinical Informatics Products, and Philips IntelliVue Information Center Product Family.

7.1 The following additional terms shall apply:

7.1.1 Anti-Virus.

7.1.2 Philips does not sell anti-virus software with these products. Customer bears the sole responsibility to purchase and manage all virus issues in connection with the products. Use of anti-virus in a manner not recommended in the user manual or without patch validation with Philips is Customer's sole responsibility or risk.

7.1.3 Philips IntelliVue Information Center. PIIC iX supports multiple antivirus solutions. See the document PIIC iX and PIIC Antivirus Software Use and Configuration Guide for details.

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

7.2.1 Operating System patches introduced by Original Equipment Manufacturers (OEM) can impact the performance of the application resulting in a risk to Patient Safety.

7.2.2 Customers are prohibited from applying operating system patches, point releases, updates, and/or upgrades ("OS Modifications"), prior to their validation by Philips for use with Clinical Informatics Products, and IntelliVue Information Center Family of solutions. Customer is solely responsible for issues arising from use of these products with a non-validated OS Modification. Philips shall post on its technical support website which OS Modifications are validated and approved for use with these products. Philips shall have no obligation under a warranty or services to resolve technical issues arising from these products being run with non-validated OS Modifications and Philips will require that Customer roll back the OS to a validated and approved version prior to being obligated to perform.

7.2.3 Technical issue resolution under warranty or service. Philips provides a third-party software validation tool with IntelliSpace Perinatal. Customers are prohibited from applying an OS Modification – including Microsoft security updates - to IntelliSpace Perinatal prior to running an OS Modification through the third party validation tool for IntelliSpace Perinatal.

7.2.4 Philips tests the latest applicable security updates and publishes them as Philips Product Security Status documents. These documents have product-specific vulnerability updates and security-related information such as supported anti-virus software, OS security features, and remote service. Customers can access Philips InCenter portal to access update information.

7.2.5 It is Customer's responsibility to deploy applicable, validated updates at their discretion. http://www.usa.philips.com/healthcare/about/customer-support/product-security.

7.2.6 See "Security for Clinical Networks" document for additional security related information, accessible on the InCenter (mizecx.com) service portal.

7.3 Interfaces.

7.3.1 Philips' obligation to provide any interfaces is expressly conditioned upon Customer enabling its HIS system to send and receive HL7 messages to and from the applicable Philips products by the date Philips' products are available for first patient use. If Customer has not fulfilled its interface obligations in a reasonable amount of time, Philips may, at its discretion, terminate any interface obligations and refund any pre-paid amounts for interfaces against the applicable purchase order. Upon Philips' issuance of a refund in accordance with this section, Customer shall be deemed to have accepted the applicable Philips products. Customer will execute any documentation reasonably requested by Philips to document such terminated interfaces. Any interfaces terminated shall be re-evaluated under a separate new sales contract.

7.4 Frequent Data Backup/Disaster Recovery Responsibility.

7.4.1 Philips is not responsible for the development or execution of a business continuity/disaster recovery plan or back up of data and images processed by the system. Customer is responsible for

performing frequent backups of any data, patient information, or images residing on the repository database, on Philips products, or an archive. Recommendations around disaster recovery are included in "Security for Clinical Networks" Section14, accessible on the InCenter (mizecx.com) service portal.

7.5 Statement of Work.

7.5.1 Professional services performed in connection with this transaction shall be performed pursuant to a Statement of Work, which the parties will execute and attach to the Quotation, subject to the terms set forth in the Quotation.

8. **Support Services**.

8.1 To the extent services for any other products are set forth in the Quotation, such service shall be per the Philips then current Terms and Conditions of Service for the period of time indicated on such Quotation, which will be provided by Philips and attached hereto.

8.2 CLINICAL SERVICES. If included in the Quotation, Philips will provide implementation services for new versions or updates that Customer is entitled to receive under this Agreement, at a time mutually agreed to by Philips and Customer. Scope, duration, and delivery methodology of the clinical support of installation and clinical education will vary by new version, update, or fix and will be defined by Philips at Philips' sole discretion.

8.2.1 After Hours Support. If included in the quote, Clinical Implementation after hour support will be provided between the hours of 7pm-7am, including weekends and holidays if needed.

8.2.2 Go-Live Support. Philips will provide clinical go-live support (onsite, remote or a combination thereof) during the implementation for new version upgrades and updates. Go-live support will be scheduled between 7:00 AM – 7:00 PM Monday through Friday, relative to the new software version. Customer may request additional go-live support, or go-live support outside of standard hours, at an additional cost.

8.2.3 Clinical Education. Clinical services will be scheduled (onsite, remote or a combination thereof) between 7:00 AM – 7:00 PM Monday through Friday, relative to the new software version. Customer may request additional clinical education or clinical education outside of standard hours, at an additional cost.

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

8.2.3.2 Customer will provide a suitable location for on-site classroom education; and

8.2.3.3 Customer will provide full and free access and use of the Covered System for Education.

8.2.4 Equipment Configuration. Configuration services will be scheduled between 7:00 AM – 7:00 PM Monday through Friday and are limited to the new software version implementation. Customer will provide access and use of their equipment. Configurations are based on current monitoring solution. If expert screen services are required, as determined solely by Philips, they are available at an additional cost.

8.2.5 User Acceptance Testing. Following implementation of a new software version or Equipment Configuration services. Philips and Customer will perform user acceptance testing. Philips will provide Customer with an electronic copy of the resultant configuration files and reports.

8.2.6 Scheduling. Customer must schedule all Clinical Implementation Services, except Online Education, at least eight (10) weeks prior to the desired date for Philips to deliver the applicable service. If Customer representative does not schedule the Clinical Implementations Services with Philips in accordance with this Exhibit, then Philips shall not be obligated to perform such Clinical Services.

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

8.3 Post Warranty Service. Service coverage may vary depending on the product and the use of that product. Accordingly, if Customer elects to purchase post warranty service when Customer purchases products under this Product Specific Schedule, then Customer and Philips shall sign an amendment to the Quotation. This amendment shall incorporate the information on the face of the service Quotation addressing the description of the products being covered, the price of coverage, payment terms, the

period of coverage, the level of support coverage, and the Philips Technology Update Service description, if purchased by Customer.

8.4 Warranty exclusions set forth in Section 9.6 in the Conditions of Sale also apply to Support Services. The conditions that resulted in the exclusion of product warranty coverage, set forth in above-mentioned Section 9.6 , shall also apply to any service provided during an in- warranty or post warranty coverage period.

9. Customer Supplied Network (CSN) Installation and Configuration Responsibilities.

9.1 Philips provides information on which patient monitoring devices (and in what locations) will be connected to the CSN following the standard IntelliVue Clinical Network design rules. During the CSN installation process, Philips is responsible for proper configuration and physical installation of the Philips patient monitoring products ("Philips Products"). In CSN situations, Philips does not configure the network or connect the Philips Products to the network. Customer has ownership of these tasks.

9.2 Customer Responsibilities:

9.2.1 Installation. It is Customer's responsibility to configure the network infrastructure devices as specified in the Philips CSN specification document. After Philips has completed physical installation of the Philips Products, it is Customer's responsibility to connect the Philips Products to the hospital network infrastructure, and to confirm the Philips Products have a network that meets the CSN specification document.

9.2.2 Ongoing Support. As it applies to the Philips Products being used with a CSN, it is Customer's responsibility to maintain the network in a manner that continuously adheres to the CSN specification. Additionally, it is Customer's responsibility to perform the first line of support for all questions related to the Philips Products at Customer site. It is Customer's responsibility to determine if the problem is a clinical issue, a Philips Products issue, or a network connectivity issue and to contact the responsible party for resolution.

9.3 Customer is reminded that, unless the Philips Products are being used in a telemetry fashion, the bedside monitor and bedside screen must be used as the primary patient alarm device.

9.4 Under no circumstances is Philips responsible for Customer's inability to use Philips Products (including but not limited to loss of patient alarms or data) due to any CSN outages, downtime, or customer failure's to properly maintain or configure the CSN.

10. Statement of Work.

10.1 Philips shall not accept orders for IntelliSpace Perinatal without a signed statement of work accompanying such order.

11. Sleep and Respiratory Care Products.

11.1 Preparation of Site/Installation/Training:

11.1.1 Site Preparation: Customer shall be responsible for providing the necessary environment and materials for the proper operation of the Products. In the event the site is not correctly prepared or equipment supplied by Customer is not functioning correctly, which requires Respironics to spend additional time installing products, or a second visit to Customer location, this additional time will be charged to Customer at Respironics standard daily rates plus expenses.

11.1.2 Installation: The configuration defined prior to the Respironics technician's arrival will be installed as part of these Conditions of Sale. Equipment that is not defined prior to arrival and requires additional time to install or a second visit to Buyer's location will be charged to Buyer at Respironics standard daily rates.

11.1.3 Training: If applicable, Buyer is responsible for having its personnel available and dedicated to training at the time of installation. Respironics will provide onsite training to technologists, physicians and other personnel in the operation.

11.2 Additional BiPAP Conditions: Respironics requires the dealer to have appropriate medical personnel on staff to support patient training and follow up. Such personnel include, but are not limited to, credentialed respiratory therapist, credentialed nursing personnel or physician's assistants.

PHILIPS

Schedule 4-A
Focal Point Software License Agreement (Rev 25.1)

This agreement ("***Agreement***") is made by and between Philips Healthcare, a division of Philips North America LLC ("***Philips***"), whose principal place of business is 222 Jacobs Street, Cambridge, Massachusetts 02141 U.S.A and the party identified in an applicable quotation identifying the product or service which includes the Licensed Software (the "***Quotation***"). Such other party may be referred to as "Customer" or "you" within this Agreement.

1. Licensed Software.

1.1 Description. The Licensed Software covered under this Agreement is Focal Point, including any software updates provided thereto. Focal Point is a proprietary Philips software application and network monitoring system that functions to assist Philips Remote Support/ Field Service personnel, and Customer IT/Biomed support personnel. Focal Point is used to aggregate and store network and system information, and apply metrics for Customer monitoring system fleet management and reporting purposes. Focal Point allows a customer to gain visibility into the operation and system health of Philips monitoring products on their network through a graphical user interface. In addition to Customer facing functions, Focal Point provides Philips Remote Support/Field Service personnel with a tool to leverage insight into the performance of Philips products on Customer's network.

1.2 Not a Medical Device. The Licensed Software is not a medical device as defined by the U.S. Federal Food and Drug Administration.

2. License Grant.

2.1 Subject to any usage limitations for the Licensed Software set forth on the product description of the Quotation, Philips grants to Customer a world-wide, non-exclusive, irrevocable (except to the extent described in this Agreement) and perpetual license for Customer to install, access and use the Licensed Software for Customer's business purposes, insofar as such is permitted by applicable law and in accordance with the terms of the Quotation and this Agreement (the "***License***"). Philips may terminate the License if Customer is in breach or default of this Agreement and/or the terms of the Quotation. Customer shall uninstall the Licensed Software and return any authorized copies thereof to Philips immediately upon termination of this License.

2.2 Exclusions.

2.2.1 The License does not include any right to use the Licensed Software for any product or equipment not designated by Philips, or purposes other than Customer's internal business purposes as health care provider directly to patients.

2.2.2 Customer may not copy, reproduce, sell, assign, transfer, or sublicense the Licensed Software for any purpose without the prior written consent of Philips.

2.2.3 Customer will not (and will not allow any third party to) decompile, disassemble, or otherwise reverse engineer or attempt to reconstruct or discover the Licensed Software by any means whatsoever.

2.3 Intellectual Property.

The License shall not affect the exclusive ownership by Philips of the Licensed Software or of any trademarks, copyrights, patents, trade secrets, or other intellectual property rights of Philips (or any of Philips' suppliers) relating to the Licensed Software.

2.4 Users. Customer agrees that only authorized officers, employees, and agents of Customer will use the Licensed Software or have access to the Licensed Software (or to any part thereof), and that none of Customer's officers, employees, or agents will disclose the Licensed Software, or any portion thereof, or permit the Licensed Software, or any portion thereof, to be used by any person or entity other than those entities identified on the Quotation. Customer shall be responsible for acts of agents as if they were employees of Customer.

2.5 Third Party Licenses. Customer acknowledges that certain of Philips' rights may be derived from license agreements with third parties, and Customer agrees to preserve the confidentiality of information provided by Philips under such third party license agreements.

2.6 **Updates.** Customer may attain and install software application security updates, software application fixes and software application feature enhancements for the current version of Focal Point, as such are made available by Philips ("Updates"). Updates are solely available to Customer on a self-service basis, where Customer may access and apply Updates in accordance with Philips instructions.

2.6.1 As described in Section 4.3, all Focal Point application updates will be automatically downloaded and (with Customer approval) automatically installed, so long as Focal Point is connected to the Philips Health Suite Digital Platform (HSDP) by means of Philips' Remote Service Gateway Software which is enabled by either Customer's VPN router or the Philips ServiceEdge Gateway.

2.6.2 If permitted by Philips, Customer will have access to Philips InCenter where Customer may manually download Updates so that Customer may install the Updates manually.

2.7 **Versions.** Philips may release new versions of Focal Point that are subject to the Software License. Customer is bound to the following conditions:

2.7.1 Customers are required to upgrade to the latest version of Focal Point within 9-months of the release of that version so that Customer may continue to receive Updates.

2.7.2 9-months after the release of a new version of Focal Point, the status of the prior version of Focal Point will become End of Life and End of Support such that the prior version will no longer be supported nor receive any Updates.

2.7.3 For avoidance of doubt, Updates will only be supported on the latest version of Focal Point.

2.8 As used in this section, "End of Life" means that the software version will no longer be maintained by Philips; and "End of Support" means that the software version will no longer be eligible for support by Philips.

2.9 Notwithstanding anything in this section to the contrary, Philips may, in its sole discretion, declare the status of the current (latest) version of Focal Point as End of Life and End of Support after a 12-month notice period to Customer.

3. **PHILIPS ADMINISTRATOR ACCOUNT.** The Licensed Software may be accessed by Philips from time to time by way of a Philips Administrator Account. Customer acknowledges that the Philips Administrator Account including the respective login credentials for Customer's instance of the Licensed Software shall not be used by Customer for any reason. The Philips Administrator Account is for use only by Philips and its authorized service representatives. Such Philips Administrator Account will provide access to Philips personnel solely for the purpose of providing services to Customer, and Philips will only use the Philips Administrator Account with prior permission from Customer.

4. **MODIFICATIONS; ADDITIONAL FUNCTIONALITY.**

4.1 **No Unauthorized Customer Modifications.** If Customer modifies the Licensed Software in any manner, all warranties associated with the Licensed Software shall become null and void. This does not apply to patches or software updates delivered from Philips to Customer. If Customer or any of its officers, employees, or agents should devise any revisions, enhancements, additions, modifications, or improvements in the Licensed Software, Customer shall disclose them to Philips, and Philips shall have a non-exclusive royalty-free license to use and to sub-license them.

4.2 **Configuration.** The Licensed Software is licensed to Customer on the basis that (a) Customer shall maintain the Licensed Software and the products related thereto as they were originally designed and manufactured; and, (b) the Licensed Software includes only those subsystems and components certified by Philips. The Licensed Software may not perform as intended on systems modified by anyone other than Philips or its authorized agents, or on systems which include subsystems or components not certified by Philips. Philips does not assume any responsibility or liability with respect to unauthorized modification or substitution of subsystems or components. Notwithstanding the foregoing, Customer is expressly entitled to make its own determination regarding configuration of Machine Data sharing with Philips specified in this Agreement and may change such configuration at any time.

4.3 **Application Patches.** From time-to-time the Licensed Software and/or other Philips products supported by the Licensed Software may require the remote installation of certain application updates, upgrades, or enhancements to properly maintain the application in accordance with Philips' specifications (***"Application Patches"***). Working with Customer, Philips reserves the right to manage all Application Patches. These Application Patches will be sent securely from Philips' remote Health Suite Digital Platform

(HSDP) to Customer's premise by means of Philips' Remote Service Gateway Software which is enabled by either Customer's VPN router or the Philips ServiceEdge Gateway. If the Philips' ServiceEdge Gateway Software is not enabled on Customer's premise, then Philips will be prevented from remotely installing Application Patches to properly maintain the application in accordance with Philips' specifications.

4.4 OS Patches. If Customer obtains the Focal Point OS Patching feature, then Focal Point will periodically synchronize with a remote HSDP-based master Windows Server Update Services (WSUS) server as defined within the Microsoft WSUS documentation. This synchronization is required for the Focal Point OS Patching feature to maintain an updated list of which Microsoft OS patches have been qualified by Philips and is required for the Focal Point OS Patching feature to function. Such updates or patches are solely under the control of Microsoft, and Philips makes no representation regarding the availability of such patches. Customer acknowledges that the operating system and any updates thereto are governed by and subject to separate license terms between Customer and Microsoft.

5. LIMITATION OF LIABILITY

5.1 THE TOTAL LIABILITY OF PHILIPS ARISING UNDER OR IN CONNECTION WITH THE PRODUCT FOR ANY BREACH OF CONTRACTUAL OBLIGATIONS, WARRANTY, NEGLIGENCE, UNLAWFUL ACT OR OTHERWISE IN CONNECTION WITH THE PRODUCT IS LIMITED TO THE ACTUAL PURCHASE PRICE RECEIVED FOR THE PRODUCT THAT GAVE RISE TO THE CLAIM.

5.2 EXCLUSIONS. THE LIMITATION OF THIS SECTION 5.1 SHALL NOT APPLY TO:

5.2.1 THIRD PARTY CLAIMS FOR DIRECT DAMAGES FOR BODILY INJURY OR DEATH TO THE EXTENT CAUSED BY PHILIPS' NEGLIGENCE OR PROVEN PRODUCT DEFECT;

5.2.2 CLAIMS OF TANGIBLE PROPERTY DAMAGE REPRESENTING THE ACTUAL COST TO REPAIR OR REPLACE PHYSICAL PROPERTY TO THE EXTENT CAUSED BY PHILIPS NEGLIGENCE OR PROVEN PRODUCT DEFECT;

5.2.3 OUT OF POCKET COSTS INCURRED BY CUSTOMER TO PROVIDE PATIENT NOTIFICATIONS, REQUIRED BY LAW, TO THE EXENT SUCH NOTICES ARE CAUSED BY PHILIPS UNAUTHORIZED DISCLOSURE OF PROTECTED HEALTH INFORMATION; and,

5.2.4 FINES/PENALTIES LEVIED AGAINST CUSTOMER BY GOVERNMENT AGENCIES CITING PHILIPS UNATHORIZED DISCLOSURE OF PHI AS THE BASIS OF THE FINE/PENALTY, ANY SUCH FINES OR PENALTIES SHALL CONSTITUTE DIRECT DAMAGES.

6. DISCLAIMER

6.1 IN NO EVENT SHALL PHILIPS OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST REVENUES OR PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES WHETHER ARISING FROM BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHER TORT.

7. PROCESSING OF PERSONAL DATA

7.1 General. In the event that Customer requests Philips to do so, Philips will process Personal Data only on instruction of Customer as set out in this Agreement and/or other communications made by Customer to Philips where such instructions are consistent with the terms of this Agreement, unless otherwise required by applicable law ("***Instruction***"). Customer warrants (a) that its Instructions will comply with applicable law including in relation to the protection of Personal Data and (b) that its Instructions will not cause Philips to violate applicable law. "***Personal Data***" means the information relating to an identified (or identifiable) individual, and collected, received, generated or otherwise obtained or processed by Philips in relation to or in the context of the Agreement or the relationship with Customer.

7.2 Instructions to Philips. The Licensed Software will collect and aggregate machine-to-machine data which may include certain Personal Data (e.g., IP addresses, MAC addresses, etc.) (***"Machine Data"***). Customer hereby instructs Philips to process Personal Data (to the extent Personal Data is included in the Machine Data) for or in relation to performing the services to Customer and other obligations under this Agreement, and as necessary to comply with other reasonable instructions provided by Customer where such Instructions are consistent with the terms of this Agreement. Customer represents and warrants to Philips that, prior to activation of the Philips' remote access to Customer's IT network: (1) Customer has the right and the authority to provide the Personal Data to Philips for Philips' use of such data pursuant to this

Agreement, including cross-border transfers; (2) Customer has provided any required notices and obtained any required consents from individuals as required by applicable law to collect and process their Personal Data (which may include medical and health data); (3) Customer is fully and solely responsible for the accuracy, legality and consistency of the Personal Data it provides to Philips, and (4) Customer's provision to Philips of Customer Data and Philips' use of Personal Data pursuant to this Agreement will not violate any applicable law, or privacy policy.

7.3 **Inability to Provide Data.** Customer will notify Philips without undue delay if Customer becomes aware that Customer is unable to meet its obligations under this Section 7. In such cases, Philips will work with Customer in good faith to determine whether and how to deliver the services.

7.4 **Protection of Data.** Philips will take appropriate commercially reasonable technical and organizational measures to protect the Personal Data, at a level appropriate to the risk, of accidental or unlawful destruction, loss, alteration, unauthorized disclosure or access during the processing.

7.5 **Use of Machine Data.** Philips acknowledges and agrees that Customer owns all Machine Data. Customer hereby licenses the Machine Data to Philips for use, processing and aggregation consistent with this Agreement. Philips will use Machine Data to deliver functionality and services to Customer which includes but is not limited to the aggregation and processing of Machine Data to enable users of the License Software (including Philips) to see statistical and reporting information and to troubleshoot problems which may arise, and in accordance with use in any other document between Philips and Customer.

7.6 Additionally, Customer agrees that Philips may use and disclose Machine Data for Philips' own business purposes (including, but not limited to, for data analytics activities to determine trends of usage of Philips' or Philips' affiliates' devices and services, to facilitate and advise on continued and sustained use of Philips' or its affiliates' products and services, for product and service development and improvement (including the development of new offerings), substantiation of marketing claims and for benchmarking purposes) ("Secondary Use"). In connection with any Secondary Use, Philips will anonymize all Personal Data within Machine Data. The option to allow Machine Data collected by the Licensed Software to be used solely by Philips for Secondary Data Use may be enabled or disabled by Customer at any time within the Licensed Software configuration. If Customer does not wish to enable Secondary Use, then Customer must notify Philips prior to the installation. Customer acknowledges that it can access and copy Machine Data at any time through the Licensed Software application, and that Customer may request in writing that Philips delete the Machine Data.

7.7 **Storage of Machine Data.** Customer may choose to configure the Licensed Software to store all Machine Data used by the Licensed Software within their own enterprise, or within HSDP. If Customer does not wish that all of their Machine Data be stored on HSDP, then Customer must notify Philips prior to installation. Customer may update the configuration to turn on or off storage of all Machine Data within HSDP at any time. In either case, however, a small subset of Machine Data (Appendix-B) will be stored within HSDP for the purposes of providing both technical and sales support to Customer as well as enabling Philips to quickly identify if Customer requires immediate software security or software bug fix patches during the supported life of designated Philips products.

SIGNATURES

PHILIPS	**CUSTOMER**
By: _____	By: _____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Date	Date

Appendix (A) to Schedule 4-A
Machine-Data HSDP Storage Security (Rev 25.1)

1. **Data encryption**.
   - **1.1** Data is securely transferred via SSL to Philips and is also secured at rest.
   - **1.2** Data on transit to cloud is encrypted using 2048 bits SHA256 with RSA Key and SSL protocol is TLSv1.2.
   - **1.3** Data at rest remains encrypted.
2. **Network security**.
   - **2.1** Internal Micro Services are deployed in a Virtual Private Cloud.
   - **2.2** API Gateway Architecture is implemented to prevent Internal Microservices from being publicly exposed via the Gateway service.
   - **2.3** All communication with Focal Point cloud is encrypted with HTTPS.
3. **Security risk mitigation**.
   - **3.1** Product and Services Security Risk Assessments are performed at the feature level throughout the design and implementation phases.
   - **3.2** Philips SCoE – performs Penetration testing as well as industry accredited security testing on infrastructure, instances, ports, ciphers etc. Focal Point Cloud R&D team performs Black Duck and Fortify scans to validate software security.

PHILIPS

Appendix (B) to Schedule 4-A
Minimum Machine-Data Stored In HSDP (Rev 25.1)

1. List of Minimum Machine Data stored within HSDP for the purposes of providing both technical and sales support to Customer as well as enabling Philips to quickly identify if Customer requires immediate software security or software bug fix patches during the supported life of supported products.

1.1 Hardware Part Number
1.2 Hardware Part Number Options
1.3 Hardware Serial Number
1.4 Hardware Model Number
1.5 Hardware Service Number
1.6 Hardware Edmr Description
1.7 Hardware Revision
1.8 Enterprise Name
1.9 Institution Name
1.10 Zone Name
1.11 Zone Type
1.12 Reporter
1.13 Parent
1.14 Parent Description
1.15 Parent HW PN/SN
1.16 Component
1.17 Connected Access Point
1.18 LAN Adapter
1.19 Software Edmr Description
1.20 Software Revision
1.21 Software Roles
1.22 Software Options
1.23 Software Serial Number
1.24 Software Part Number
1.25 Software Service Number
1.26 Removed On
1.27 Removal Reason
1.28 Removal Note
1.29 ConnectionLastReported
1.30 ConnectionLastSeen
1.31 DisplayName
1.32 Customer Locale