PHILIPS

Schedule 4
Hospital Patient Monitoring & Hospital Respiratory Care (HRC) Portfolio (Rev 26.1)

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
	PerformanceBridge Focal Point
Clinical Informatics	IntelliVue Critical Care and Anesthesia
	IntelliSpace Perinatal
	IntelliBridge Family of Solutions
Sleep Therapy	DreamStation Accessories
Hospital Respiratory Care Supplies	Patient Interface (Masks & Cannulas)
	Circuits
Diagnostic Cardiology Solutions	Stress Testing System (ST80i)
	Holter Monitoring System (DigiTrak)
	Cardiographs (PageWriter)
	IntelliSpace ECG

1. Payment Terms

1.1 Unless otherwise specified in the Quotation, Philips will invoice Customer and Customer will pay such invoice 100% of the purchase net 30 days from Philips' invoice date.

2. Supplies

2.1 Philips may charge a shipping fee for Hospital Respiratory Care (HRC) supplies.

2.2 Philips must authorize returns of any HRC supplies. Customer shall pay shipping charges for returns, and returns are subject to a 15% restocking charge. Philips does not accept returns of opened, expired, or damaged HRC supplies.

3. Installation

3.1 Acceptance occurs upon (a) completion of installation by Philips if installation is included or (b) delivery if installation is not included. If Customer schedules or delays installation by Philips more than 30 days after delivery, Customer's acceptance of the products will occur on the 31st day after delivery.

3.2 Installation of Products onto third party medical carts will align with International Electrotechnical Commission (IEC) 60601-1 publication, including but not limited to Section 8.4, Instability Hazards. Customer shall confirm that any such cart has four wheels with locking mechanism prior to installation.

4. Philips IntelliVue Products

4.1 If Customer elects to use the Philips IntelliVue Information Center on Customer provided general network versus dedicating a separate Philips provided IntelliVue Clinical Network, Philips advises that the likelihood of network or bandwidth outages is generally greater. The Philips IntelliVue Information Center is a secondary vital signs monitoring tool used to monitor bedside monitor alarm activity. Network or bandwidth outages may affect the Philips IntelliVue Information Center's ability to communicate with a bedside monitor such that it would not be available to get real time alarm information. Accordingly, Customer is reminded that its nursing protocols must be based on using the bedside monitor, at all times, as the primary medical device to use and respond to, for monitoring patient's vital signs.

4.2 While the Reporter Client and Reporter Server HL7 may be configured for the exportation of alarm data from PiC, Customer acknowledges that Philips is not responsible for Customer's (or any third party's) use of that alarm data once that alarm data is exported. Customer further acknowledges that Philips does not support the use of the Reporter Client and/or Reporter Server HL7 Export connection types for the exportation of alarm data for clinical decision making or alarm response.

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

5.1 The following additional terms apply to Philips Clinical Informatics IntelliVue Information Center Products:

5.1.1 Anti-Virus. Customer is responsible for anti-virus software with the Products. Use of anti-virus in a manner

not recommended in the user manual or without Philips' validation is Customer's sole risk.

5.1.2 Data Backup/Disaster Recovery. Philips is not responsible for a business continuity/disaster recovery plan or back up of data and images processed by the system. Recommendations around disaster recovery are included in "Security for Clinical Networks" section accessible on the InCenter service portal at the following link: philips.mizecx.com.

6. PerformanceBridge Focal Point

6.1 Philips will provide access to the PerformanceBridge Focal Point software ("Focal Point") described herein or as otherwise specified on the Quotation(s) for the Sectors, as defined below:

6.1.1 A "Sector" is a location on a central station where a patient and the related patient equipment is assigned. Often used interchangeably with beds or patients, a Sector is Equipment under this Agreement.

6.1.2 A "Node" is an IP addressable network node, which is a configured component of a Philips Patient Monitoring System/Solution.

6.1.3 The term of the service is defined in the Quotation and the end date for all Sectors will be co-terminus.

6.2 Access

6.2.1 Access to Focal Point is granted on the basis that (a) the Customer maintains the configuration of the Products as they were originally designed and manufactured and (b) each Product includes only those subsystems and components certified by Philips. Focal Point may not perform as intended if a Product is modified by anyone other than Philips or a Philips authorized agent, or if Customer's systems 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.

6.3 Focal Point shall be used only on the Product(s) identified in the Quotation. Each Customer is limited to one instance of Focal Point per Customer site/location included in the quotation, and each Focal Point instance is limited to 4,000 Node connections. If additional Focal Point instances are required, determined solely by Philips, they will be provided upon mutual agreement of both parties. If there is more than one site or location, Customer must purchase the appropriate software maintenance coverage for each additional site or location to receive access to Focal Point.

6.4 Access to Focal Point is available to Customer and Philips support personnel working on-site and remotely. Philips will install Focal Point on virtual or physical hardware, pursuant to the system installation and reference guide.

6.5 Customer acknowledges that the Philips Administrator Account for Focal Point, and any related login credentials that Philips may provide to Customer is for use only by Philips and its authorized service representatives.

6.6 Telephone Support. Focal Point telephone and remote support coverage is included. Technical and Clinical Telephone and Remote Support coverage services are available 24 hours per day, 7 days per week, including Philips-recognized holidays. Philips Customer Care Support Line Call + 1 800-722-9377.

6.7 Remote Access and Diagnostics. Philips may remotely access any Customer system tied to the Equipment required to perform Services. Customer shall provide Philips remote access to the Equipment.

6.8 On-Site Software Resolution Response. Philips' primary method for software services is telephone and Philips Remote Services ("PRS"). Philips, at its sole discretion, may provide on-site software support services to resolve software issues that cannot be resolved through Philips' primary resolution method.

6.9 Application Patches. From time-to-time, Focal Point 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.

6.10 OS Patches. Focal Point will periodically synchronize with a remote 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.

6.11 Data Processing; Specific Instructions to Philips. Focal Point will collect and aggregate machine-to-machine data which may include certain personal data (e.g., IP addresses) ("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 as necessary to comply with other reasonable instructions provided by Customer.

6.12 Protection of Data. Philips will take appropriate commercially reasonable technical and organizational measures to protect the personal data in accordance with the Business Associate Agreement between Philips and Customer.

6.13 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' usage will be solely in a primary usage manner 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 Focal Point (including

Philips) to see statistical and reporting information and to troubleshoot problems that may arise. Customer acknowledges that it can access and copy Machine Data at any time through the Focal Point, and that Customer may request in writing that Philips delete the Machine Data.

7. Support Services

7.1 Clinical Services. If included in the Quotation, Philips will provide clinical implementation services , at a time mutually agreed to by Philips and Customer and will be defined by Philips at Philips' sole discretion.

7.2 After-Hour Support. If included in the Quotation, clinical implementation after-hour support will be provided between the hours of 7 PM –7 AM, including weekends and holidays if needed.

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

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

7.4.1 Clinical Education class size is limited to 10 participants;

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

7.4.3 Customer will provide full and free access and use of the Product for education.

7.5 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 use of the 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.

7.6 User Acceptance Testing. Following implementation of a new software version or 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.

7.7 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.

7.8 Post Warranty Service. Service coverage may vary depending on the Product and use thereof. Post warranty services purchased with Products under the Quotation require an amendment incorporating the description of the covered products, price, payment terms, period of coverage, level of coverage, and Philips technology update service description, if purchased by Customer.

7.9 Warranty exclusions set forth in the Conditions of Sale apply to warranty and post-warranty services.

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

8.1 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 Products. In CSN situations, Philips does not configure the network or connect the Philips Products to the network. Customer has ownership of these tasks.

8.2 Customer Responsibilities:

8.2.1 Installation. Customer shall configure the network infrastructure devices as specified in the Philips CSN specification document, connect the Products to the network infrastructure, and confirm the Products have a network that meets the CSN specification document.

8.2.2 Ongoing Support. It is Customer's responsibility to (i) maintain the CSN in a manner that continuously adheres to the CSN specification and (ii) perform the first line of support for all questions related to the Products to determine if there is a clinical issue, Product issue, or a network connectivity issue and to contact the responsible party for resolution.

8.3 Unless the Products are being used in a telemetry fashion, the bedside monitor and bedside screen must be used as the primary patient alarm device.

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