PHILIPS

Schedule 20
IntelliSpace ECG Management as a Service (Rev 27)

IntelliSpace ECG Solution Management as a Subscription Service provides healthcare clients access to IntelliSpace ECG (ISECG) management software through a cloud environment.

1. Application of Terms and Conditions of Sale

1.1 This Product-specific Schedule for IntelliSpace ECG Management as a Service ("Schedule") is subject to and incorporated into the Conditions of Sale. Without limiting the applicability of Section 19 (Product-Specific Terms) therein, the following sections of the Conditions of Sale do not apply to this Schedule 20: 1.4 and 1.6 (Quotation, Order and Payment), 2 (Lease and Trade-In), 3.2 and 3.3 (Shipment and Installation), 4 (Product Warranty), and 9 (Licensed Software Terms).

1.2 Section 3 of the Conditions of Sale is modified by adding the following language for the purpose of this Schedule: "Customer shall be responsible for the security of Customer's environment network security, including but not limited to, using secure administrative passwords, installing the latest validated security updates of operating software and web browsers, running a Customer firewall as well as maintaining up-to-date drivers, and validated anti-virus and anti-spyware software."

2. Definitions

2.1 Customer Content means any information, in digital or other form, processed by Customer in relation to the Subscription Service, including but not limited to data, documents, e-mails and images, including Personal Data.

2.2 Deliverables means materials, work products, and documentation provided and/or delivered as part of the Professional Services.

2.3 Documentation includes the Philips-provided materials such as Instructions for Use (IFU) for the Subscription Service provided by Philips as may be updated from time to time by Philips.

2.4 Order Effective Date means the date the Quotation is accepted by Customer, as evidenced by the signature of Customer's authorized representative on such Quotation.

2.5 Order Term means the period(s) of time specified on the Quotation.

2.6 Professional Services means the services ordered by Customer and provided by Philips pursuant to this Schedule, including but not limited to installation, implementation, and training, excluding the provision of any Technical Support Services with respect to the Subscription Service or Software.

2.7 Quotation means the quotation offered by Philips and accepted by Customer that describes, among other things, the Services, term, maximum number of licensed records, software components and professional services purchased. The Quotation may be included as part of the Statement of Work.

2.8 Services means, collectively, the Subscription Service and any Professional Services.

2.9 Statement of Work (SOW) means the statement of work made pursuant to and a part of this Agreement, describing the implementation specifications, project plans, or other technical instructions, as applicable and agreed by the parties in writing prior to Philips' commencement of work. The SOW may include the Quotation.

2.10 Study, or Studies means patient related diagnostic data produced by medical devices and collected by the Subscription Service.

2.11 Subscription Service means the cloud application hosted and provided by Philips' designated websites to Customer, including Technical Support Services, all as described in the Documentation and as specified in the Quotation and Section 8 (Technical Support Services) below. Subscription Service includes any software manufactured by third parties.

2.12 Technical Support Services means the technical support services provided by Philips for the Subscription Service as set out in Section 8 (Technical Support Services) of this Agreement.

2.13 Third-Party Products and Services means any hardware, software, peripherals, network, content protected by copyrights, or other equipment or services, other than the Subscription Service or Customer Content, that 1) Customer has acquired or may acquire the right to use from a party other than Philips (irrespective of whether it is delivered by Philips) or 2) for which Philips is not the original equipment manufacturer.

2.14 Third-Party Terms means different or additional terms and conditions governing Customer's use of Third-Party Products and Services as may be supplied directly to Customer by the original equipment manufacturer for such Third-Party Products and Services or passed through to Customer by Philips.

2.15 Update means a minor release (from .x to .y), including bug fixes or limited enhancements, that is made generally available by Philips to all Customers.

2.16 Upgrade means a major release (from x. to y.) that may offer substantial enhancements to Customer's purchased configuration that is made generally available by Philips to all Customers.

2.17 User(s) means any person who is authorized by Customer to use and access the Subscription Service solely for Customer's benefit, in accordance with this Schedule and has been supplied user identification and password by Customer.

3. Subscription Service Access

3.1 Subject to the terms and conditions of this Schedule, including (without limitation) full and timely payment of Fees and Customer's compliance with this Schedule, Philips will, during the Order Term, make the Subscription Service available to Customer and permits Customer to access the Subscription Service for the Order Term which Customer hereby accepts.

3.2 Delivery of the Subscription Service is effective upon Philips first providing Customer with access to Philips' standard instance of the Subscription Service, as evidenced by Customer's signature of Philips' Customer Acceptance Form. If Customer does not sign the Customer Acceptance Form within five business days from the date Philips provided to Customer, Customer shall then be deemed to have accepted the Subscription Service. Subscription Service Fees are not contingent on Philips' or Customer's configuration of the Subscription Service, or Customer data acquisition.

3.3 Customer agrees that its entering into the Agreement is neither contingent upon the delivery of any future functionality or features of the Subscription Service nor dependent upon any oral or written statements made by Philips with respect to future functionality or features of the Subscription Service. Philips' sole obligations are documented in this Agreement.

3.4 The Subscription Service can be used in conjunction with more than the number records stated within the Quotation. Subscriptions for additional records may be added for the Order Term according to Philips' then-current rates and may be subject to minimum purchase requirements according to Philips' current commercial policy.

3.5 Customer will use the Subscription Service solely as contemplated by this Schedule. Furthermore, Customer will not:

3.5.1 use the Subscription Service for any purpose other than in conformity with the Documentation including, but not limited to, in a manner inconsistent with any instructions for use;

3.5.2 sell, resell, rent, lease, transfer, assign, distribute, time share, or otherwise commercially exploit or make the Subscription Service available to any third party, other than to Users or as otherwise set forth on the Quotation without the express prior consent by Philips;

3.5.3 access the Subscription Service in order to (i) build a competitive product or service, or (ii) copy any ideas, features, functions or graphics of the Subscription Service; or

3.5.4 exceed the permitted use of the Subscription Service as described in the Quotation.

4. Deployment

4.1 The Subscription Service will be delivered and deployed by Philips or by a subcontractor named by Philips, as specified on the Quotation or SOW.

4.2 Customer is responsible for cooperating and performing its deployment responsibilities identified in the applicable SOW without delay.

4.3 Customer will maintain adequate internet connection bandwidth in compliance with the Documentation.

4.4 The parties understand that there may be instances where a performance obligation of Philips or Customer is dependent on a precedent performance obligation of the other party. In the event the other party does not perform its precedent performance obligation as of the scheduled date or in accordance with the specifications for such precedent performance obligation, such that the non-delaying party does not have adequate or sufficient time to fulfill its obligations in a commercially reasonable manner and stay within the agreed-upon schedule, the non-delaying party will be entitled to take a reasonably necessary amount of time to complete its performance obligation not less than the length of the delay engendered by the delaying party.

4.5 For any changes to Services (excluding modifications made by Philips to the Subscription Services generally applicable to all similarly situated Philips customers), the parties will follow the change control procedure as set out in this section. At any time during the applicable Order Term, either party may request a change to the SOW but no such change will be effective and binding unless a written change order is agreed and signed by authorized representatives of both parties. For the avoidance of doubt, and notwithstanding anything to the contrary, a change order can only amend the technical and commercial conditions of the applicable Quotation or SOW and will not in any event amend any the Terms and Conditions of Sale (e.g., relating to allocation of legal liability or compliance with regulatory requirements).

4.6 Philips may subcontract to contractors of Philips' choice any of its obligations to Customer or other activities performed by Philips under this Schedule. No such subcontract will release Philips from its obligations to Customer set forth herein.

5. Subscription Service Fees

5.1 Unless otherwise specified in the Quotation, Philips will invoice Customer, and Customer will pay such invoice within 30 days of Philips' invoice date.

5.2 Unless otherwise set forth in the Quotation, fees for the Subscription Service ("Fees") will be invoiced by Philips upon Customer's signing of Customer Acceptance Form, and then every month from the start of the Order Term. The implementation fee will be billable upon the Order Effective Date.

5.3 Philips reserves the right to adjust customer list pricing and (or) net pricing during the Order Term of the agreement, in accordance with the Consumer Price Index published by the United States Department of Labor in its website at http://www.bls.gov/cpi. Such adjustment in pricing requires 30-day written notice, will not be retroactive, cannot start before the first year of the Agreement and will not exceed more than 5% change annually.

5.4 Philips will conduct a true up of Customer's annual Study volume at the end of each contract year. In the event Customer has exceeded its use of the Subscription Service beyond the maximum number of records identified on the Quotation, Philips will invoice, and Customer will pay, Philips' applicable Fees for such additional licensed records or studies per the table as follows, subject to minimum order quantity of not less than an entire care unit for the remainder of the Order Term.

1% to 20% increase of the annual ECG Study volume	20% discount on the fee of the incremental ECG Study volumes
21% and above increase of the annual ECG Study volume	20% discount on the fee – 1% to 20% of the incremental ECG Study volumes Additional 10% discount on the fee - above 21% of the incremental ECG Study volumes

Customer may roll up to 10% of the unused ECG Study volume from a contract year to the following year.
For clarity, no refund will be issued for unused ECG Study volume.

5.5 Subscription Service Fees may be re-evaluated prior to renewal. Changes to the Subscription Service Fees will be communicated through an updated Quotation.

5.6 Subscription Service Fees are not decreased based on actual usage.

6. Responsibilities of Parties

6.1 Philip will provide Customer access to use the ISECG software in accordance with this Schedule.

6.2 Technical Support Services

6.2.1 Philips will provide Technical Support Services during the Order Term in accordance with this Agreement.

6.2.2 Customer will provide full and timely cooperation with Philips' Technical Support Services resources.

6.3 Security

6.3.1 Customer Environment and Users

6.3.1.1 Customer is responsible for Customer's infrastructure necessary for access to the Subscription Service (e.g. Customer's employees, subcontractors, agents).

6.3.1.2 Customer must employ industry-standard virus protection software and security protection for Customer's infrastructure for access to Subscription Service.

6.3.1.3 Customer is responsible for all activities that occur in User accounts and for Users' compliance with this Schedule. Customer will: (i) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Content in the Subscription Service; (ii) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Subscription Service, and notify Philips promptly of any such unauthorized access or use and promptly furnish full details of such use or access, and cooperate fully with Philips in any litigation against third parties deemed necessary by Philips to protect Philips' proprietary and contractual rights; and (iii) ensure the proper configuring, programming, updating, and operating of Customer's hardware, software, websites, content, and telephone and internet connections to allow access to and use of the Subscription Service.

6.3.2 Philips' Environment

6.3.2.1 Philips will host the ISECG on a Philips-approved cloud platform so that it may be accessed by Users through an industry-standard web browser via a secure connection. Any Philips-hosted ISECG cloud platform instance will be located at Philips' determined domestic locations unless otherwise agreed.

6.3.2.2 Philips will provide for the security of the Subscription Service by way of reasonable and appropriate physical, technical, and administrative controls according to Philips' information

security management, risk management, and data privacy practices, including audits of Philips' Information Security Management System, and risk-based assessments that incorporate entity and cloud vendor supply chain obligations.

6.3.2.3 Philips will use commercially reasonable efforts to restore the data from the last available backup upon Customer's request. Philips shall not be responsible for any losses or damages related to or resulting from loss of Customer Content.

7. Warranty

7.1 Philips warrants that the Subscription Service will perform materially in accordance with the Documentation during the Order Term.

7.2 If the warranty set out in Section 7.1 is breached, Customer must promptly notify Philips in writing. Upon receipt of such notice of nonconformity, Philips will use commercially reasonable efforts to repair or modify the Subscription Service to make it perform in accordance with the Documentation. All corrections will be made in accordance with Philips' Subscription Service Technical Support Services Policy. Philips does not represent or warrant that all errors can be corrected. If, after using commercially reasonable efforts for a period not less than 60 days, Philips is unable to replace or repair the Subscription Service, Customer may terminate this Schedule without liability upon written notice to Philips. The foregoing are Customer's sole and exclusive remedies for breach of this warranty.

7.3 The warranty set forth herein will not apply if the warranty claim arises out of Customer's: (i) use of the Subscription Service contrary to the Documentation or Philips' written instructions, (ii) modification of the Subscription Service, or (iii) failure to provide prompt notice to Philips as set forth in Section 7.2.

7.4 The warranty set forth in this Schedule does not apply to any Third-Party Products and Services. Warranties for Third-Party Products and Services (if any) may be supplied directly to Customer by the third-party suppliers.

7.5 THE WARRANTY IN CLAUSE 7.1 IS MADE TO AND FOR THE BENEFIT OF CUSTOMER ONLY. EXCEPT AS SPECIFICALLY SET FORTH IN THIS SCHEDULE, PHILIPS MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, RELATING TO THE SUBSCRIPTION SERVICE, INCLUDING BUT NOT LIMITED TO ANY WARRANTY THAT THE SUBSCRIPTION SERVICE WILL MEET CUSTOMER'S REQUIREMENTS, OR WILL OPERATE ERROR FREE OR UNINTERRUPTED. PHILIPS SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, WHETHER STATUTORY OR OTHERWISE, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS OR ANY WARRANTIES REGARDING THE QUALITY OF CUSTOMER CONTENT, EXCEPT TO THE EXTENT THAT ANY WARRANTIES IMPLIED BY LAW CANNOT BE VALIDLY WAIVED.

7.6 Philips is not responsible for circumstances beyond its control, including without limitation: non-Philips' supplied infrastructure or application programming interfaces, single sign-on capability, hardware, virtual machines, network (connectors), information, content, software, scripts, data, files, application programming, web servers or service, materials, equipment; acts or omissions of Customer or its agents; virus or hacker attacks; intentional shutdown for emergency intervention or security incidents; acts or omissions of a party other than Philips; Customer's failure to comply with Philips' Documentation and security and upgrade policies; or Customer's use of Subscription Service in violation of this Schedule.

8. Technical Support Services

8.1 Technical Support Services. Technical Support Service consists of telephone and remote support, and interface support.

8.2 Coverage. Unless otherwise set forth in this Agreement: (i) Philips will provide Technical Support Services Mondays through Fridays, 8:00 AM to 5:00 PM Customer local time, excluding Philips observed holidays ("Service Coverage"); and (ii) travel necessary to perform the Technical Support Services is excluded.

8.3 Initial Telephone Response Time. Philips will make reasonable efforts to make an initial response to a Customer request for Technical Support Services within one hour from the receipt of the request. Otherwise, Philips will respond within two hours of the receipt of the original message.

8.4 Philips Internet-based Customer Support Tools. Philips will provide Customer access to the applicable web-based support tool platform for the Subscription Service.

8.5 Subscription Service Availability. Customer agrees to provide Philips and its representatives full and free access to Customer's site and the Subscription Service in order to perform the Technical Support Services and to confirm Customer's compliance with any of its obligations hereunder.

8.6 Software Upgrades, Updates and Fixes. Philips will provide Updates and Upgrades to the Subscription Service application software during the Term as such Updates and Upgrades are made generally available by Philips. Customer acknowledges that certain functionality and options in current and previous Subscription Service versions

may not be available in subsequent Upgrades or Updates. Unless specifically included elsewhere in this Agreement, software Updates do not include Third-Party Products and Services. Customer agrees to follow advanced written instructions provided by Philips for the enablement of Updates and Upgrades.

8.7 Customer Responsibilities.

8.7.1 System administrator. The Customer shall designate an individual(s) to serve as its system administrator ("System Administrator") and an alternate, who will serve as Philips' primary support contacts. These individuals should be familiar with all aspects of training provided by Philips, including end-user and system administrator training.

8.7.2 Security. Customer is solely responsible for providing adequate security to prevent unauthorized System access to Philips (or its third-party vendors) proprietary and Confidential Information.

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

8.8 Service Limitations.

8.8.1 Non-Philips Software Assistance. Requests for assistance with Third-Party Products and Services are outside the scope of this Agreement.

8.8.2 Exclusions. Unless expressly agreed upon by the parties in writing, the Technical Support Services do not include: any service required as a result of a design, specification or instruction provided by Customer; the failure of anyone to comply with Philips' written instructions or recommendations; any use of the Subscription Service with Third-Party Products and Services not approved by Philips; any product maintained under this Agreement in which Customer does not allow Philips to incorporate engineering or other improvements; operating system software issues that manifest themselves in non-performance of another installed application or otherwise affect use or performance of the Subscription Service; any network related problems; damage caused by an external source, regardless of nature; any services that Philips cannot provide in accordance with applicable law; data recovery or restoration (other than as specified in Section 6.4); service or support for any other circumstance beyond Philips' reasonable control.

9. Obsolescence

9.1 Customer acknowledges and agrees that the Subscription Service functionality, features, specifications, and Documentation are subject to change by Philips at any time, provided that Philips will not materially degrade the functionality or security of the Subscription Service and will provide reasonable advanced notice of any substantial changes.

9.2 Philips may determine that the Subscription Service is obsolete, or "End of Life," and that no version will be maintained or supported. Accordingly, Philips may no longer provide the Subscription Service or Technical Support Services for same. In such event, Philips may, with 180 days' prior notice, terminate the Agreement without liability, and provide Customer with a refund of any pre-payments for periods of any Technical Support Service and Subscription Service not yet rendered.

10. Audit Rights and License

10.1 For the duration of the Order Term and for a period of six months after its termination, Customer will allow Philips to carry out audits, including (without limitation) electronic audits, of Customer's use of the Subscription Service in order to verify Customer's compliance with the terms of this Schedule.

10.2 The Subscription Service incorporates license management tools and technology to ensure Customer complies with this Schedule and to allow Philips to exercise self-help remedies in the event temporary or permanent suspension of Customer's use of the Subscription Service is required in accordance with Section 14.5 herein. Philips will not exercise any such self-help remedies without prior written notice to Customer, unless such prior written notice is reasonably not possible, for instance, with regard to the protection of the security of the Subscription Service. Customer consents to such license management tools and technology and their exercise by Philips on the conditions above.

11. Privacy

11.1 The parties acknowledge that all PHI will be processed pursuant to Section 11 of the Conditions of Sale.

12. Intellectual Property Rights

12.1 Ownership. Except for the limited-use license explicitly granted to Customer herein, Philips owns all rights, title and interest, including intellectual property rights, in and to the Subscription Service, Deliverables, Documentation and other Philips' confidential information and all modifications and derivative works of each of the foregoing.

12.2 Feedback. Philips will have the right to use in any manner that Philips determines any suggestion, idea, enhancement request, feedback, recommendation, or other information relating to the Subscription Service that Customer may supply or communicate (collectively, "Feedback") and Customer agrees that Philips will be the exclusive owner of any intellectual property rights therein or arising from Philips' use of such Feedback.

13. Customer Indemnification

13.1 Customer understands and agrees that the Subscription Service is an informational tool only and not a substitute for the professional judgment and care of healthcare providers in diagnosing and treating patients. Customer will defend and indemnify Philips against any and all losses and liabilities in connection with any claim arising from Customer's use of the Subscription Service contrary to the Documentation or instructions for use provided by Philips, or from Customer's failure to maintain adequate backup procedures to maintain continuity of patient care in the event of Subscription Service unavailability. Customer further agrees to defend and indemnify Philips against any and all losses and liabilities in connection with any claim: 1) that Customer Content infringes the privacy or intellectual property rights of another party or 2) arising out of Customer's noncompliance with Third-Party Terms.

14. Term and Termination

14.1 Order Term. The Order Term, and the applicability of this Schedule, commences on the Order Effective Date, and shall continue for the term specified on the Quotation and following Customer's execution of the Customer Acceptance Form.

14.2 Termination for Breach. Either party may terminate an Order Term upon a material breach of this Agreement by the other party, if such breach is not cured within 30 days after receipt of written notice specifying the breach. Termination or expiration of the Order Term will result in termination of this Schedule.

14.3 Effect of Termination and Expiration. Termination of the Schedule for any reason will not constitute a termination of any other orders, or schedules made under the Terms and Conditions of Sale that are not subject to this Schedule, and will not relieve Customer of any of its obligations incurred prior to such termination including, but not limited to, payment of all outstanding invoices for Subscription Service performed until the effective date of such termination and will not impair any of Philips' rights which have accrued prior to such date. In the event of termination due to Customer's breach: 1) all fees or charges due for the remaining period of the Order Term will immediately become due and payable and 2) Philips' obligations under this Schedule will cease. Upon termination or expiration of this Schedule or the Order Term, for any reason, Customer will immediately cease accessing the Subscription Service.

14.4 Customer Content. For a period of 90 days after the effective date of termination or expiration, Philips will make available to Customer for download the Customer Content stored in the Subscription Service. During that time, the data storage fee will be billed at 30% of the subscription fee per month. After such 90 day period, Philips will have no obligation to maintain or provide any Customer Content and will have the right, unless legally prohibited, to delete all such Customer Content in its systems or otherwise in its possession or under its control.

14.5 Suspension of Service. In addition to any of its other rights or remedies Philips may, at its discretion, suspend the Subscription Service or Professional Service, where Customer has failed to perform any obligation under this Schedule where such breach is irremediable or, if the breach is remediable, fails to remedy such breach within 30 days after being notified in writing to do so. Philips will not exercise this remedy without prior written notice to Customer, unless such prior written notice is not reasonably possible, for instance, with regard to the protection of the security of the Subscription Service.

15. Professional Services Terms

15.1 Recommendations Only. The Professional Services may include advice and recommendations, such Services are advisory in nature, Customer is responsible for evaluating such advice and considering all relevant factors and shall be solely responsible for the decision to implement such advice and any and all outcomes.

15.2 Timelines and Labor Hours. Unless expressly agreed upon between the parties in writing, any hours and dates described in the Quotation and/or SOW, including (without limitation) with regard to milestones and Deliverables, are estimates only and are solely intended for Philips' budgeting purposes and resource-scheduling purposes. Philips exceeding an estimate does not constitute a breach by Philips.

15.3 Fees, Expenses, and Payment.

15.3.1 If the Quotation includes more than one Deliverable (for example, multiple projects) and each such Deliverable has a price associated with it, then (i) each such Deliverable will be deemed to be a standalone item, (ii) Philips may invoice for each item as it is delivered, and (iii) Customer will pay for each item as it is invoiced.

15.3.2 Unless expressly stated otherwise in the Quotation, in addition to the Fees, Customer will reimburse Philips for all expenses actually incurred by Philips in performing the Professional Services, including travel, lodging, meals, transportation, and other customary out-of-pocket expenses. At Customer's request, Philips will furnish reasonable documentation supporting all such expenses.

15.3.3 Unless a Quotation explicitly sets forth the Deliverable to be provided on a fixed fee basis, Professional Services are Quoted on an hourly basis, and any totals listed are estimates of the total required for the Deliverable/Professional Services, Customer will be invoiced on the actual hours spent performing the Professional Services. Such invoice may exceed the total estimated hours listed in the Quotation. If Philips foresees that the estimated amount of hours will be exceeded, it will use commercially reasonable efforts to inform Customer thereof.

15.4 License for Use. Professional Services Deliverables are provided under a nonexclusive, nontransferable license for Customer's use in its internal operations subject to Customer's continued compliance with the terms of this Schedule.

15.5 Customer's Responsibilities. Philips' responsibility to provide the Professional Services, meet the milestones (if any), and provide Deliverables is contingent on Customer meeting its responsibilities in a timely and appropriate fashion, free of charge. If Customer fails to meet such responsibilities, it may result in an increase in the Fees, or in delays or extensions of the agreed milestones or Deliverables.

Customer will provide:

15.5.1 access to Customer's employees, representatives, or agents required to accomplish the objectives described in the Agreement;

15.5.2 access to relevant information and materials (written and electronic) as needed to accomplish the objectives described in the Agreement;

15.5.3 prompt written notification to Philips if Customer knows that earlier-provided information or materials are incorrect or have changed in such a way that any inaccuracy or change may impact Philips' delivery of the Professional Services in any way;

15.5.4 written information to Philips identifying all healthcare and other regulatory and quality requirements applicable to the Professional Services, and Customer will obtain all required approvals of the relevant governmental or regulatory bodies to permit Philips to perform the Professional Services for Customer;

15.5.5 Philips personnel with adequate safety and other training and familiarize them with local procedures and rules of Customer;

15.5.6 written feedback promptly upon Philips' request; and

15.5.7 Philips with a Customer representative, in writing, who will be responsible for providing the items described in this Section 15.5 and any other information, materials, or feedback requested by Philips in connection with the Professional Services.