PHILIPS

Exhibit 12
Additional Terms for Hospital Patient Monitoring Software Evolution Services (Rev 27)

1. Services Provided.

1.1 Commencing on the Effective Date of the Agreement and subject to the limitations below, Philips will provide Software Evolution Services (SES) described herein or as otherwise specified on the Quotation(s) for the Sectors, as defined below and identified on the Quotation.

2. Definitions.

2.1 Software Version. Introduces major release of the software available to Customer under this Exhibit.

2.2 Software Update. Provides minor enhancements or improvements to performance, maintainability, and serviceability of the software available to Customer under this Exhibit.

2.3 Software Fix. Corrects an error or bug of the software available to Customer under this Exhibit.

2.4 Sector. 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.

2.5 Node. A device or node refers to an IP addressable network node, which is a configured component of a Philips Hospital Patient Monitoring System/Solution.

2.6 Agreement/SES Agreement. All references to "Agreement" or "SES Agreement" refer collectively to the following (and in the event of any conflict between the terms therein, the priority for control, from first to last priority, shall be): the Quotation, this Exhibit, and the Philips Healthcare Service Terms and Conditions.

3. Term.

3.1 For new Hospital Patient Monitoring Analytics and Therapeutic Care products installed by Philips, the Agreement term will commence immediately following installation and availability for first patient use. The term of the Agreement is defined in the Quotation and the end date for all sectors will be co-terminus. For existing systems or renewals of existing service contracts, the start and end date of the Agreement shall be defined in the Quotation.

4. Telephone and Remote Support.

4.1 Telephone Support. Telephone and Remote Support coverage is included with all SES Agreements. 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.

4.2 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.

4.3 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. On-site service is next business day, Monday through Friday 8:00 AM to 5:00 PM local time, excluding Philips-recognized holidays, and includes labor and travel necessary for the delivery of corrective services. On-site Software Resolution is not an installation service for new products.

4.4 InCenter Access. Philips will provide Customer access to Philips' web-based support tool for the Equipment under this Agreement.

4.5 Online Education. Customer shall be entitled to access those online courses covering core concepts of purchased Philips product/system through the Philips Learning Center. Core concept courses provide orientation to basic system functionality. Access will be terminated at the end of the term of this Agreement.

4.6 Online Portal. The Philips Customer Services Portal is an online portal for customers to self-manage their system requirements and request either service or support. https://www.usa.philips.com/healthcare/services/maintenance-services/customer-service-portal

5. Interface Support.

5.1 Philips supports the DICOM and HL7 communication to and from the Equipment as they exist at the Equipment at the time of installation. In the case of new software versions, Philips shall provide the following:

5.1.1 If the Equipment, interoperability mapping engine, or Biomedical device is upgraded to the latest version, Philips will restore inbound and/or outbound communication to the pre-upgrade condition.

5.1.2 Philips' interface support does not include the modification of any interface due to interface changes in third-party hardware or software or replacement of Philips interoperability mapping engine product with a different interoperability engine product. In the case of a planned upgrade of the Equipment that involves modifications to the interface specifications, Philips requires that detailed technical information on such modifications be made available to Philips at least 90 days in advance of the planned upgrade. In such a case, Philips shall work with the third party to understand changes in interface specifications and format

and may modify and upgrade the Equipment to support such new interface specifications at a schedule and additional cost to be approved by Philips and Customer.

6. Software Versions and Updates.

6.1 If a new software version or update is available for the previously purchased software (on a like for like basis as set forth in 6.2 below) which is covered by this Agreement, and the requirements of the Agreement are satisfied, then Philips will install the available software for the Equipment application software during the term of the Agreement as follows: Philips will provide new software versions, updates, and fixes for existing Patient Information Center iX (PIC iX), IntelliBridge Enterprise Interoperability solution (IBE), and bedside monitor applications. When required for the new software version, Philips will provide operating system licenses and database software licenses (SQL) for PIC iX system. OS/SQL is Customer's responsibility unless physical hardware is supplied by Philips for the IBE solution. Unless specified, any other third-party software including, but not limited to, operating system licenses, database software licenses, client access licenses, and anti-virus software is not included. Customer has no right to software that has reached the published end of sale date.

6.1.1 Functionality. Customer is entitled to functionality previously purchased or bundled with the software if available in the version or update released on or after the start date of the Agreement. Customer acknowledges that certain functionality in current and previous software versions may not be available in future new software versions. Customer is not entitled to any package, functionality, or configuration of the software that was available but not previously purchased on a capital basis. This exclusion does not prevent Customer from receiving anything that was moved to the general release available to all customers, or the specific bundle previously purchased by Customer.

6.1.2 Hardware updates and replacement. Software versions, updates, and fixes may require hardware updates or replacement. Customer is responsible for any such hardware updates or replacements unless SES Plus and SES Pro are included in the Quotation. Upgrade installation and clinical support of the installation are not included in the base SES offering and will only be provided if such services are included on the Quotation as set forth below.

6.2 To receive new software under this Agreement:

6.2.1 Customer must be in compliance with all terms and conditions of this Exhibit and the Agreement, including the availability of PRS capability and access to the Equipment by Philips personnel;

6.2.2 Customer must identify one Customer representative, in writing to Philips, which will manage and be responsible for Customer's selection and scheduling of new software version installations under this Exhibit; and

6.2.3 The Equipment that will receive the version or update must meet the specifications of the new software version. Customer shall provide the Equipment hardware or software necessary to meet such specifications.

6.3 Unless specifically included elsewhere in this Agreement, software versions and updates do not include implementation services, applications that were not purchased with the Equipment, including virus protection software, security patches, custom interface software, operating system software, or software updates of third-party software (e.g., Citrix).

6.4 Philips shall have no responsibility to provide software versions or updates for minor software defects that do not impact the intended use of the software or impact patient care.

6.5 Customer may not resell, transfer, or assign the right to such versions, updates, or fixes to any third party. All versions and updates provided to the Equipment under this Exhibit are subject to the terms and conditions of this Exhibit, the Agreement, and any license terms and conditions included in the purchase of the product from Philips or later provided to Customer by Philips.

6.6 Philips will notify Customer if a new version update or upgrade is available. Customer must accept any updates or upgrades within the term of the Agreement. If the Agreement expires after Customer has accepted the available software covered by this Agreement, then Customer is entitled to receive the offered new software version for up to three months following such expiration. If Customer does not accept the version within term of the Agreement, then Philips is under no obligation to provide such new software.

7. Solutions Review.

7.1 During the term of the Agreement, Philips will provide Customer an annual customized review session to provide a deeper understanding, isolate and troubleshoot issues with Customer-configured PIC iX and IBE solution. Review sessions will be scheduled upon Customer request, at a mutually agreeable date and time Monday – Friday, 8:00 AM – 5:00 PM PIC iX System Review sessions will be provided at an off-site location within a reasonable distance of Customer and will include a meal per day per participant. Review Sessions may also be scheduled remotely upon

the discretion of either Philips or Customer. Each session will be limited to ten Customer participants and cannot be rescheduled. IBE System Review sessions will be provided to a maximum of eight participants.

7.2 The scope, duration, and delivery methodology of the PIC iX System solutions review sessions will vary and will be defined by Philips with input from Customer but will remain in Philips' sole discretion and will not exceed 28 hours in aggregate.

8. PerformanceBridge Focal Point.

8.1 During the term of this Agreement, Philips will provide Customer access to the PerformanceBridge Focal Point Licensed Software ("Focal Point"). 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. Customer will be entitled to all new software versions, updates, telephone (at the number stated in Section 4.1 of this exhibit) and remote support during the term of the Agreement.

8.2 License Grant. Subject to any usage limitations for the Focal Point Licensed Software (referred to in this Section 8 as "Licensed Software") set forth on the product description found on the Quotation and license restrictions set forth in this Section 8, Philips grants to Customer a non-exclusive and non-transferable right and license to use the Licensed Software in accordance with the Agreement and this Exhibit (the "License"). The License shall continue for the term of the SES Quotation, except that Philips may terminate the License if Customer is in material breach of this Agreement. In such instance of License termination, Customer shall return the Licensed Software and any authorized copies thereof to Philips immediately upon expiration or termination of this License.

8.2.1 The License does not include any right to use the Licensed Software for purposes other than the operation of Philips Hospital Patient Monitoring products. Customer may not copy, reproduce, sell, assign, transfer, or sublicense the Licensed Software for any purpose without the prior written consent of Philips. Customer shall reproduce Philips' copyright notice or other identifying legends on such copies or reproductions. Customer will not (and will not allow any third party to) decompile, disassemble, or otherwise reverse engineer or attempt to reconstruct or discover the product or Licensed Software by any means whatsoever.

8.2.2 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.

8.2.3 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 in the Agreement. 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.

8.2.4 The Licensed Software shall be used only on the product(s) covered under this Agreement.

8.2.5 Each license hereunder 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 device/node connections. A device or node refers to an IP addressable network node, which is a configured component of a Philips Patient Monitoring System/Solution. 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 the Focal Point license.

8.2.6 Customer acknowledges that the Philips Administrator Account of the Licensed Software, and any related login credentials that Philips provides to Customer, shall not be used, and Customer agrees not to so use, for any reason. Instead, the Licensed Software's Philips Administrator Account functionality is for use only by Philips and its authorized service representatives.

8.2.7 The Licensed Software shall be used only on the product(s) referenced in the Quotation ("Products"). Customer may transfer the Licensed Software in connection with sale of the Product to a healthcare provider who accepts all of the terms and conditions of this License and Agreement, provided that Customer is not in breach or default of this License, this Agreement, or any payment obligation to Philips.

8.2.8 Customer shall return the Licensed Software and any authorized copies thereof to Philips immediately upon expiration or termination of this SES Agreement

8.2.9 It is imperative that Customer install and activate Focal Point and connect to Philips Remote Service ("PRS") within 90 days of the date of Agreement execution to ensure OS Patching services. If Customer declines/delays Focal Point installation or defers any OS Patching cycle(s), Philips requests a Customer

signature on the associated approved Philips document to confirm their awareness and acceptance of a cybersecurity event risk. Customer will be charged time and material for any onsite OS patching services provided by Philips during this period of declined/delayed Focal Point installation.

8.3 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 provided by 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.

8.3.1 The Licensed Software is licensed to Customer on the basis that (a) Customer shall maintain the configuration of the products as they were originally designed and manufactured and (b) the product 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.

8.3.2 Application Patches. From time-to-time, 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 remotely and securely to Customer's premise by means of Philips' Remote Services Gateway. If not deployed, Philips will be prevented from remotely installing such Application Patches to properly maintain the application in accordance with Philips' specifications.

8.3.3 OS Patches. Focal Point will periodically synchronize with a remote HSDP-based master Window 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. Philips will provide validated Microsoft operating system patches available for the Philips PIC iX system(s) and IBE. Customers can choose the frequency and the timing to apply the validated patches based upon their risk profile.

8.4 Processing of Personal Data. Other than as set out in Section 8.3 herein, in the event that Customer requests Philips to do so, Philips will process Personal Data only on instruction of Customer as set out in the Agreement and/or other communications made by Customer to Philips (where such instructions are consistent with the terms of the Agreement), unless otherwise required by applicable law ("Instruction(s)"). 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.

8.4.1 Instructions to Philips. The Licensed Software 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 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 the Customer Data and Philips' use of Personal Data pursuant to this Agreement will not violate any applicable law, or privacy policy.

8.4.2 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 8. In such cases, Philips will work with Customer in good faith to determine whether and how to deliver the Services.

8.4.3 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.

8.5 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' 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 the License Software (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 Licensed Software application, and that Customer may request in writing that Philips delete the Machine Data.

9. Additional Terms for Technology Refresh Entitlements.

The following are additional cost options, paid services at time of quotation.

9.1 SES Plus.

9.1.1 If included in the Quotation and subject to 9.1.2, and if required for a Philips Patient Information Center iX (PIC iX) software release that is available to Customer through the SES Agreement, Philips will provide Customer with new personal computers (PCs) which run the PIC iX application. For the purpose of this provision, "if required" means PCs do not meet the minimum requirements of a release as specified in the Philips Technical Data Sheet accompanying the software release.

9.1.2 This SES Plus hardware entitlement is a stand ready obligation for releases subsequent to the first major release or version provided to Customer under the SES Agreement. As such, Customer PCs must meet the requirements of the first major release or version, or Customer must upgrade its PCs to meet such requirements via separate capital purchase. Under no circumstances may Customer receive PCs under this entitlement in the first 12 months following the effective date of the Agreement.

9.1.3 If Customer selects SES Plus entitlement, all Sectors under this Agreement shall be charged for this entitlement.

9.2 SES Pro.

9.2.1 If included in the Quotation and subject to 9.2.2, and if required for a Philips Patient Information Center iX (PIC iX) software release that is available to Customer through the SES Agreement, Philips will provide Customer with new PCs and Physical Servers for PIC iX application. For the purpose of this provision, "if required" means PCs and Physical Servers do not meet the minimum requirements of a release as specified in the Philips Technical Data Sheet accompanying the software release.

9.2.2 This SES Plus hardware entitlement is a stand ready obligation for releases subsequent to the first major release or version provided to Customer under the SES Agreement. As such, Customer PCs and Physical Servers must meet the requirements of the first major release or version, or Customer must upgrade its PCs or Physical Servers to meet such requirements via separate capital purchase. Under no circumstances may Customer receive PCs or Physical Servers under this entitlement in the first 12 months following the effective date of the Agreement.

9.2.3 If Customer selects the SES Pro entitlement, all Sectors under this Agreement shall be charged for this entitlement.

10. Customer Success Management Services.

10.1 During the term of the Agreement Philips will assign a Customer Delivery Manager familiar with Customer account, key stakeholders, and contract coverage to provide the following:

10.1.1 Philips will schedule and deliver a remote coverage and status review meeting annually, at a mutually agreeable date and time. The status meeting will focus on available entitlements and planning. The status review may outline all Equipment service issues resolved during the previous period and review any open or unresolved issues.

10.1.2 Prior to delivering any new software version, Philips will coordinate with Customer assigned resource to identify and mitigate dependencies relative to the software upgrade and other service agreement entitlements.

10.1.3 The parties will develop a dependency mitigation plan to address resource needs, hardware needs, operating system requirements, interoperability, and other dependencies for the deployment of new software upgrade.

11. True-Up For Sectors Added After initial Quotation.

11.1 Customers without SES Plus or SES Pro. Philips and Customer will review annually the Sectors covered by the Agreement to match the number of Sectors actually installed at Customer's Site(s). Philips will automatically update Customer invoice to match the current Sectors installed on the True Up date on a go forward basis. To effectuate this update, Philips shall issue a new Quotation and Customer shall issue an updated PO covering any additional Sectors. Philips has no responsibility to Service systems not listed on the then-current Quotation.

11.2 Customers with SES Plus or SES Pro. Philips and Customer will review the Sectors covered by the Agreement each time Customer adds a new Sector to the Agreement. Philips will automatically update Customer invoice to match the current Sectors installed. To effectuate this update, Philips shall issue a new Quotation and Customer shall issue an updated PO covering any additional Sectors. Philips has no responsibility to Service systems not listed on the then current Quotation.

12. Test System.

12.1 Philips will provide software versions for an off-line test system ("Test System"). The Test System is not to be used in a production environment or to provide patient care. No additional services will be provided hereunder for the Test System. Initial capital purchase of Test System licenses and hardware is Customer's responsibility.

12.2 Customer shall be entitled to one virtual off-line test system ("Virtual Test System"). The Virtual Test System is not to be used in a production environment or to provide patient care. Software and all future versions will only be installed by Philips during an ongoing upgrade project for PIC iX. Requests by Customer outside an ongoing upgrade project for PIC iX shall be at an additional cost, subject to resource availability.

13. Fetal Monitors.

13.1 New software versions for Fetal Monitors will be installed by Philips during an ongoing upgrade project for PICs or MP/MX bedsides, when a new version is made commercially available. Education and Support for Fetal Monitoring is not included, and if required, Customer must purchase Clinical Services.

14. Vital Signs.

14.1 Philips will only provide new software for the Vital Signs monitors specified below on a like for like basis with Customer's existing configuration and features. Philips will not provide any installation labor or Clinical Services to upgrade Vital Signs monitors. Installation of all Vital Signs monitor software will be Customer's responsibility. Vitals Signs software provided under this Agreement is limited to VS30 via Incenter. Any new configuration and features must be purchased on a capital basis and will then be updated under this Agreement.

15. PIC iX Data Warehouse Connect (DWC).

15.1 New software versions for DWC will only be installed and are included by Philips during an ongoing upgrade project for PIC iX. Customers who wish to install a new version of DWC outside the PIC iX implementation cycle will need to pay an additional implementation fee. Customer must purchase the original DWC license to be covered by this Agreement.

16. (Event Notification) Event Management System for Enterprise Mobility Solutions.

The following are additional cost options, paid services at time of quotation.

16.1 If included in the Quotation, new software versions for CareEvent (Event Notification) will only be installed by Philips during an ongoing upgrade project for PICs iX. Customer must meet minimum requirements for PIC iX Revision 4.x or higher. Requests by Customer outside an ongoing upgrade project for PIC iX shall be at an additional cost, subject to resource availability.

17. Antivirus Management Services.

The following are additional cost options, paid services at time of quotation.

17.1 Antivirus Essential. If included in the Quotation and subject to Exhibit 28 - Additional Terms and Conditions for Patient Monitoring Antivirus Management Services with Software Evolution Services, Philips Antivirus Management services protects selected Philips medical products with a Philips validated antivirus solution to detect and respond to the occurrence of a cybersecurity event. Customers' IT Security Operations Center will be immediately informed by email when a virus has been detected and can access a state-of-the-art management console to monitor all endpoint security alerts in an easy and unified way.

17.2 Antivirus Plus. If included in the Quotation and subject to Exhibit 28 Additional Terms and Conditions for Patient Monitoring Antivirus Management With Services with Software Evolution Services, Philips Antivirus Management services protects selected Philips medical products with a Philips validated antivirus solution to detect and respond to the occurrence of a cybersecurity event. The Philips Security Operation Center will monitor all Customer endpoints protected with this service. In case of virus detection, Philips will provide incident response and

remediation actions in order to expedite the restoration of any capabilities or services that were impaired due to the cybersecurity incident.

18. Biomedical Technical Education and Training for Hospital Patient Monitoring.

The following are additional cost options, paid services at time of quotation.

18.1 If included in the Quotation, Philips will provide technical training for customer's in-house, biomedical engineering teams. Customer is entitled to the number of courses purchased. Course vouchers expire three years from date of issue or by end of contract term, whichever occurs first. Current course schedules and descriptions can be found on the Philips Learning Center website: https://www.learningconnection.philips.com/en/catalog/profession/biomedical-engineers/monitoring

19. System Healthcheck.

19.1 During the term of the Agreement Philips will provide one on-site visit per contract year, scheduled Monday through Friday between 8:00 AM – 5:00 PM, to evaluate Equipment and network health and compatibility. The entitlement under this section is specifically designed to work in conjunction with each year's SES Services and cannot be carried over to future contract years. Following each annual visit, Philips will provide Customer a report with recommendations relative to the Equipment.

20. Patient Monitoring Performance Analytics.

20.1 If included in the Quotation, the Philips Patient Monitoring Performance Analytics service (the "PMPA" service) leverages operational data collected by Focal Point to provide the Customer with technical performance information regarding the Customer system and assist in the troubleshooting of certain service events.

20.2 The PMPA service includes the following:

20.2.1 Periodic event log collection; and

20.2.2 A report (on a regularly scheduled interval) of identified service events, including description and severity, root cause analysis, tracking of actions (including action owners for remediation tasks)

20.3 To enable the PMPA service the Customer will:

20.3.1 Have installed PIC iX at release C.03, 4.0 or higher for all instances at Customer's site used in conjunction with the PMPA service;

20.3.2 Have installed and configured Focal Point at release A.02.14, 2.0 or higher; and

20.3.3 Maintain an ongoing (24x7) network connection from Focal Point to Philips HealthSuite Platform (HSP) and Philips Remote Support (PRS).

20.4 The Customer may add the PMPA service at any time during the lifetime of the SES Agreement and is coterminous with the SES Agreement unless the PMPA service is terminated earlier after the Initial Term.

20.5 The minimum duration of the PMPA service term is 12 months ("Initial Term"). After the Initial Term, Customer may terminate the PMPA service at any time with written notice to Philips.

21. Clinical Implementation Services.

The following are additional cost options, paid services at time of quotation.

21.1 If included in the Quotation, Philips will provide implementation (virtually or on-site as necessary) 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. Customer will provide a project lead to ensure Customer responsibilities for the Clinical Implementation Services projects are completed.

21.2 After Hours Support. If included in the quote, Clinical Implementation after hour support will be provided between the hours of 7:00 PM – 7:00 AM, including weekends and holidays if needed.

21.3 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.

21.4 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 from the assigned Philips clinical consultant, at an additional cost.

21.4.1 Clinical Education class size is limited to 10 participants;

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

21.4.3 Customer will provide full and free access and use of the Equipment for education.

21.5 Equipment Configuration. Configuration services will be scheduled (onsite, remote or a combination thereof) between 7:00 AM – 7:00 PM Monday through Friday, as coordinated with the assigned Philips clinical consultant, 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.

21.6 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.

21.7 Scheduling. Customer must schedule all Clinical Implementation Services, except Online Education, at least 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.

21.8 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.

22. Clinical Advanced Services.

The following are additional cost options, paid services at time of Quotation.

22.1 If included in the Quotation, Philips will provide a set number of Clinical Advanced Services projects, based on the contract term as outlined in the table below. These projects will be coordinated by Philips Clinical Professional Services (CPS) team with input from the Philips Clinical Lead.

SES Contract Term in Years	Maximum number of Projects
4	2
5	3
6-7	4
8-9	5
10	6

22.2 The CPS team will initiate the Clinical Advanced Services projects with Customer to define the journey map and outline/agree upon the project goals.

22.3 Customer will provide a project lead to ensure Customer responsibilities for the Clinical Advanced Services projects are completed. Customer responsibilities include but are not limited to 1) scheduling observations, meetings, and events; 2) scheduling staff interviews; 3) assisting with data gathering; and 4) scheduling report-out meetings.

22.4 Clinical Advanced Services projects will be mutually determined by Customer's designated lead and the Philips CPS Clinical Lead. A project is scoped by practice area and includes a maximum of two planned goals. Specific details regarding the types of such projects are available to customers from their Philips clinical consultant.

23. Advanced Technology Service.

The following are additional cost options, paid services at time of quotation.

23.1 If included in the Quotation, Philips will provide on-site installation services for new versions that Customer is entitled to receive under this Agreement, at a time mutually agreed to by Philips and Customer, Monday through Friday between 8:00 AM and 5:00 PM, excluding Philips holidays.

23.2 For full version upgrade and update projects, Philips Project Manager, Technical Consultant (TC), Network Engineer, and Integration Engineer will provide remote or on-site consultative advisory services as needed.

23.3 Philips technical resource will provide consultative advisory services may be provided up to two times per contract year either on-site or remote, as determined by Philips, based upon Customer need.

23.4 If purchased with this Agreement, Philips will provide on-site installation of validated Microsoft operating system patches available for the Philips PIC iX system(s) and IBE up to four times per contract year. Additionally, Philips will also provide up to two on-site visits per contract year for emergency patch support, as determined by Philips. PIC iX system(s) and IBE are the only elements for this entitlement other elements (e.g., Cisco switches) are NOT included in the patching provisions of the SES, and if Customer wants Philips to patch the switches, it will be done via time and material quote. OnSite MS OS Patching Services are available Monday through Friday 8:00 AM to 5:00 PM local time, excluding Philips-recognized holidays, and includes labor and travel necessary for the delivery of services. Requests for afterhours onsite support will be charged for labor and material. Customer assumes all potential risks if they delay or decline one of their on-site installation of patches.

23.5 Philips will support Customer physical server to virtual server upgrade process at the same time as any PIC iX upgrade. Requests outside of this cadence will be billed on a time and material basis.

24. Customer Responsibilities.

24.1 System Administrator. Customer shall designate an individual(s) to serve as Customer 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. In addition, the System Administrator shall maintain the integrity of the Equipment operation and ensuring that proper backup procedures are in place as outlined in the System Installation and Reference Guides.

24.2 Remote Access. Customer must provide necessary uninterrupted remote access, required information, and support for the Equipment to connect to Philips Remote Service ("PRS"). PRS is the basis for Services delivered under this Exhibit. Customer waives all rights to services and service deliverables under this agreement unless PRS connectivity is enabled and maintained.

24.3 Security. Customer is solely responsible for providing adequate security to prevent unauthorized Equipment access to Philips (or its third-party vendors) proprietary and confidential information.

24.4 Software Version Levels. Customer must maintain the Equipment at a currently supported version to receive support under this Exhibit.

24.5 Hardware Revision Levels. Customer must maintain all associated Equipment hardware, firmware, and middleware at the required revision levels for the software version. To receive software versions and updates, Customer must maintain all associated hardware to the then-current specification for the software versions and updates.

24.6 Data Reconstruction. Customer shall follow the recommended back-up processes as outlined in the Equipment Installation or Reference Guide. Customer is responsible for the reconstruction, restoration, retrieval, or recovery of any lost or altered patient records, files, programs, or data. Philips is not responsible for the reconstruction, restoration, retrieval, or recovery of any lost or altered files, data, or programs.

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

25. Service Limitations.

25.1 Software Restoration. If the software fails and the supported application software requires restoration, then Philips will reinstall the application software, database software, and operating system to the revision level that existed prior to the malfunction or failure, and Philips will attempt to reinstall Customer-created data backup. If Customer-created data backup cannot be used to re-install any data to the Equipment, Customer will hold sole responsibility for the loss of data. Custom or third-party software, custom database configurations or reports, and Customer-written product interfaces are not included. If an Equipment failure is attributed to hardware not supported under the Agreement, Customer shall restore the software, operating system, and database software before Philips begins any software restoration efforts.

25.2 Anti-Virus Statement. Philips software is a computer-based medical product and, therefore, may be subject to attack by outside computer viruses. The software required to prevent attack by a computer virus must be constantly monitored and updated. Customer shall install and maintain its own anti-virus software in accordance with the Equipment Installation or Reference Guide. Philips shall use reasonable efforts to notify Customer if Philips becomes aware of any virus in the software licensed to Customer under this Agreement.

25.3 Non-Philips Software Assistance. Requests for assistance with hardware, operating systems, communications network, third-party software, printer configuration, etc., are outside the scope of this Agreement.

26. Exclusions.

In addition to the Service Exclusions set forth in the Agreement, the following Service Exclusions apply to the applicable Monitoring Analytics and Therapeutic Care Services.

26.1 Any combining of the Equipment with a non-qualified device. A non-qualified device is:

26.1.1 any product (hardware, firmware, software, or cabling) not supplied by Philips, whether used internal or external to Equipment without Philips' approval. Examples include software patches, security fixes, and service packs from the operating system, web browser, or database software manufacturer(s);

26.1.2 any product supplied by Philips that has been modified by Customer or any third party;

26.1.3 any product maintained under this Agreement in which Customer does not allow Philips to incorporate engineering improvements; and

26.1.4 any product that has reached its End of Life.

26.2 Operating system software issues that manifest themselves in non-performance of another installed application and affect use or performance of the Equipment.

26.3 If the Equipment covered by this Exhibit is software only, then notwithstanding anything to the contrary in the Agreement or this Exhibit, network, hardware and parts are not included in the Services.

26.4 Any network related problems.
26.5 The cost of Consumables, software media, and cassettes.

27. Communications Plan.
27.1 Customer agrees that Philips may reference Customer as a Philips customer, subject to Customer's trademark and logo usage guidelines provided by Customer.
27.2 Customer agrees that occasionally, after Customer review, Philips may issue a case study and/or joint press release.

28. Customer Contact.
28.1 Customer will designate an individual, as may be updated from time-to-time, who will act on its behalf to work with Philips and coordinate Customer's SES entitlements during the Agreement. Customer will provide Philips such delegate's name, title, phone number, and e-mail address.

29. License and Warranty for Software Licensed as Part of this Agreement.
Excluding Focal Point, all software provided to Customer under this Agreement (specifically excluding all software which Customer has access to without this Agreement which remains subject to its original terms of purchase) is subject to the following license terms.
29.1 License Grant.
29.1.1 Subject to any usage limitations for the Licensed Software set forth on the product description of the Quotation, Philips grants to Customer a nonexclusive and non-transferable right and license to use the computer software package ("Licensed Software") in accordance with the terms of the Quotation and these Terms and Conditions. The License shall continue for as long as Customer continues to own the product, except that Philips may terminate the License if Customer is in breach or default of these Terms and Conditions and/or the Quotation. Customer shall return the Licensed Software and any authorized copies thereof to Philips immediately upon expiration or termination of this License.
29.1.2 The License does not include any right to use the Licensed Software for purposes other than the operation of the product. Customer may make one copy of the Licensed Software in machine-readable form solely for backup purposes. Philips reserves the right to charge for backup copies created by Philips. Except as otherwise provided under Section 29.1.6, Customer may not copy, reproduce, sell, assign, transfer, or sublicense the Licensed Software for any purpose without the prior written consent of Philips. Customer shall reproduce Philips' copyright notice or other identifying legends on such copies or reproductions. Customer will not (and will not allow any third party to) decompile, disassemble, or otherwise reverse engineer or attempt to reconstruct or discover the product or Licensed Software by any means whatsoever.
29.1.3 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.
29.1.4 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 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.
29.1.5 The Licensed Software shall be used only on the product(s) referenced in the Quotation.
29.1.6 Customer may transfer the Licensed Software in connection with sale of the product to a healthcare provider who accepts all of the terms and conditions of this License; provided that Customer is not in breach or default of this License, the Terms and Conditions of Sale, or any payment obligation to Philips.
29.2 Modifications.
29.2.1 If Customer modifies the Licensed Software in any manner, all warranties associated with the Licensed Software and the products shall become null and void. Customer installation of Philips issued patches or updates shall not be deemed to be modification. 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.
29.2.2 The Licensed Software is licensed to Customer on the basis that (a) Customer shall maintain the configuration of the products as they were originally designed and manufactured and (b) the product includes only those subsystems and components certified by Philips. The Licensed Software may not

perform as intended on systems modified by 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.

29.3 Stand-alone Licensed Software. For a period of 90 days from the date Philips makes Stand-alone Licensed Software available for first patient use, such Stand-alone Licensed Software shall substantially conform to the technical user manual that ships with the Stand-alone Licensed Software. "Stand-alone Licensed Software" means sales of Licensed Software without a contemporaneous purchase of a server for the Licensed Software. If Philips is not the installer of the Stand-alone Licensed Software, the foregoing warranty period shall commence upon shipment.

29.4 Philips' sole obligations and Customer's exclusive remedy under any product warranty are limited, at Philips' option, to the repair or the replacement of the product or a portion thereof within 30 days after receipt of written notice of such material breach from Customer ("Product Warranty Cure Period") or, upon expiration of the Product Warranty Cure Period, to a refund of a portion of the purchase price paid by Customer, upon Customer's request. Any refund will be paid to Customer when the product is returned to Philips. Warranty service outside of normal working hours (i.e., 8:00 AM – 5:00 PM, Monday through Friday, excluding Philips' observed holidays), will be subject to payment by Customer at Philips' standard service rates.

29.5 This warranty is subject to the following conditions: the product: (a) is to be installed by authorized Philips representatives (or is to be installed in accordance with all Philips installation instructions by personnel trained by Philips); (b) is to be operated exclusively by duly qualified personnel in a safe and reasonable manner in accordance with Philips' written instructions and for the purpose for which the products were intended; and, (c) is to be maintained and in strict compliance with all recommended and scheduled maintenance instructions provided with the product and Customer is to notify Philips immediately if the product at any time fails to meet its printed performance specifications. Philips' obligations under any product warranty do not apply to any product defects resulting from improper or inadequate maintenance or calibration by Customer or its agents; Customer or third party supplied interfaces, supplies, or software including without limitation loading of operating system patches to the Licensed Software and/or upgrades to anti-virus software running in connection with the Licensed Software without prior approval by Philips; use or operation of the product other than in accordance with Philips' applicable product specifications and written instructions; abuse, negligence, accident, loss, or damage in transit; improper site preparation; unauthorized maintenance or modifications to the product; or viruses or similar software interference resulting from connection of the product to a network. Philips does not provide a warranty for any third-party products furnished to Customer by Philips under the Quotation; however, Philips shall use reasonable efforts to extend to Customer the third-party warranty for the product. The obligations of Philips described herein and in the applicable product-specific warranty document are Philips' only obligations and Customer's sole and exclusive remedy for a breach of a product warranty.

29.6 THE WARRANTIES SET FORTH HEREIN AND IN PHILIPS' WARRANTY DOCUMENT WITH RESPECT TO A PRODUCT (INCLUDING THE SOFTWARE PROVIDED WITH THE PRODUCT) ARE THE ONLY WARRANTIES MADE BY PHILIPS IN CONNECTION WITH THE PRODUCT, THE SOFTWARE, AND THE TRANSACTIONS CONTEMPLATED BY THE QUOTATION, AND ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, WHETHER WRITTEN, ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Philips may use refurbished parts in the manufacture of the products, which are subject to the same quality control procedures and warranties as for new products.

30. <u>Philips IntelliVue Products</u>.

30.1 The following applies in the event Customer elects to use the Philips IntelliVue Information Center on its general network versus dedicating a separate IntelliVue Clinical Network to support the communication between the Philips IntelliVue Information Center and the Philips IntelliVue bedside Vital Signs Patient Care Monitors:

30.1.1 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.

30.1.2 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.

30.1.3 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.