PHILIPS

Exhibit 30
Additional Terms for Philips Clinical Informatics Service Agreements for Tomtec Cardiology Informatics Solutions (Rev 27)

1. Definitions.

The following terms used in this exhibit ("Exhibit") shall have the meaning set forth below:

1.1 "Business Day" means Monday through Friday between the hours of 8 AM and 5 PM CST excluding Philips recognized holidays.

1.2 "Update" means a copy of a software program containing an individual bug fix or a bundle of bug fixes for the Equipment and minor additional features for Equipment (and for modular Equipment, bug fixes and/or additional features may concern one or more modules).

1.3 "Upgrade" means a copy of a software program constituting an upgraded version of the Equipment, i.e., a version comprising features which have been substantially enhanced and modified (and for modular Equipment, such enhancements may concern one or more modules).

2. Service.

2.1 In all cases this service ("Service") is non-cancelable for the period set forth on the quotation. Any Updates or Upgrades provided under this Service are subject to the same license grant and license restrictions applicable to the original license sale of the UWS software covered hereunder.

2.2 Commencing on the Effective Date and subject to the limitations below, Philips will provide services listed on the Quotation(s) for the Equipment.

Table 1 - Coverage Types

Coverage Types	Telephone and Remote Support, Interface Support	Software Updates and Upgrades	Installation Services for Software Updates and Upgrades	Hardware Coverage	Customer Success Management services	Strategy realization services
9660 Essential Service Agreement	Included	Included	Included	Not Available	Not Available	Not Available

3. Telephone and Remote Support.

3.1 Telephone Support. Telephone and Remote Support coverage is included with all service agreements identified in the Exhibit. Technical Telephone and Remote Support coverage Services are available during Business Days. All service and support requests including any errors and malfunctions data may be reported using the Contact Details as specified in Table 2 herein below. Philips support team will respond to all service and support requests by the next Business Day at the latest following the request submittal.

3.2 Initial Telephone Response. If Philips receives a Customer request for service during a Business Day, then Philips will make reasonable efforts to make an initial response within one hour from the receipt of the request. Otherwise, Philips will respond within four hours of the receipt of the original request.

3.3 Remote Access and Diagnostics. Philips may remotely access the Equipment to perform services. Customer shall provide Philips access to the Equipment.

3.4 On-Site Response. Philips primary method for software services is telephone and Philips Remote Services. If customer requires on-site software support services to resolve software issues that cannot be resolved through Philips' primary resolution method, Philips will provide such services to Customer at current labor and material rates. The on-site visit would be a scheduled event at a mutually agreeable time for Philips and the Customer, between Monday – Friday 8 AM – 5 PM local time; excluding Philips-recognized holidays.

Table 2 – Contact Details for Telephone and Remote Support

Telephone Number	Email Address
+1 (855) 486-6832	support.UWS.NAM@Philips.com

4. Interface Support.

4.1 Philips supports the DICOM, Measurement Mapping, and HL7 communication to and from the Equipment as they exist at the time of installation. In the case of Updates and Upgrades, Philips shall provide the following Services:

4.1.1 If the Philips Equipment or interoperability mapping engine is upgraded to the latest version of the existing application, Philips will restore the inbound / outbound communication to the pre-upgrade condition with

like-for-like parameters. If incremental parameters or functionality are available as a result of the upgrade and Customer purchases or chooses to use these parameters or functionality, then Customer shall pay the cost of any additional work required to implement and support the new communication capabilities at Philips' then-current standard labor and material rates for such service.

4.1.2 Philips' interface support does not include the modification of any interface due to interface changes in third party hardware or software. If a planned Update or Upgrade of the Equipment involves modifications to the interface specifications, then Customer shall provide Philips detailed technical information on such modifications at least 90 days in advance of the planned Update or Upgrade. 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 mutually approved by Philips and Customer. Customer shall pay the cost of any additional work required to implement and support the new interface specifications at Philips' then-current standard labor and material rates for such service.

5. <u>Upgrades, Updates, and Fixes</u>.

If an Upgrade, Update, or fix (i) is available for the Equipment, (ii) is included in the Agreement, and (ii) the requirements of the Agreement are satisfied, then Philips will update or upgrade the Equipment during the term of the Agreement as follows:

5.1 Upgrades and Updates. Philips will provide Updates and Upgrades in object code form consisting of revisions to, and new versions of, software for existing applications, to the extent made commercially available for the version covered hereunder by Customer during the term of coverage. Third-party software which is classified as an a la carte option including, but not limited to operating system licenses, database software licenses, client access licenses, and anti-virus software is not included. Hardware updates and upgrades are not included. Customer has no right to Updates and Upgrades that are released before the start date of the Agreement. If the Agreement expires after Philips notifies Customer that an Update or Upgrade is available, then Customer is entitled to receive the offered Update or Upgrade for three months following such termination.

5.1.1 Functionality. Customer is entitled to additional functionality or options previously purchased or bundled with the software if available in the Update or Upgrade. Customer may purchase new, separately licensed functionality or options for the Equipment separately after the start date of the Agreement. Customer acknowledges that certain functionality in current and previous software versions may not be available in Upgrades.

5.2 To receive Updates/Upgrades:

5.2.1 Customer must be in compliance with all terms and conditions of the Exhibit and the Agreement, including the availability of Philips remote service capability and access to the Equipment by Philips personnel.

5.2.2 Customer must identify one Customer representative, in writing to Philips, who will manage and be responsible for Customer's selection and scheduling of installation of Updates and Upgrades under the Exhibit; and

5.2.3 The Equipment that will receive the Update or Upgrade must meet the specifications of the Update or Upgrade. Customer shall provide the Equipment hardware and/or software necessary to meet such specifications.

5.3 Unless specifically included elsewhere in the Agreement, Updates, Upgrades, and fixes do not include: functionality, applications, options or the like that were not purchased with the Equipment, including virus protection software, security patches, custom interface software, operating system software, software updates of third party software (e.g., Citrix). Philips shall have no responsibility to provide Upgrades, Updates or fixes for minor software defects.

5.4 Customer may not resell, transfer, or assign the right to such Upgrades, Updates, or fixes to any third party. All Upgrades, Updates, and fixes provided to the Equipment under the Exhibit are subject to the terms and conditions of the Exhibit, the Agreement, and any license terms and conditions included in the purchase of the Equipment from Philips and/or its Affiliates or later provided to Customer.

5.5 Customer shall accept Updates and Upgrades that are provided under the Exhibit, unless it cannot reasonably be expected to do so and Customer shall notify Philips without delay in writing if this is the case. Where such failure to operate any particular version of Equipment cannot be attributed to Philips, Philips' obligations with regards to any Services for Equipment will be limited to Telephone and Remote Support Service for so long as Customer is not operating the current or penultimate version of Equipment.

6. Installation Services for Upgrades, Updates, and Fixes.

6.1 Philips will install the Upgrades, Updates, or fixes that Customer is entitled to receive under this Agreement either on-site or remotely, at Philips sole discretion, at mutually agreeable time during Business Day.

6.2 During the installation, Philips will provide clinical support or clinical education that Customer is entitled to receive under the purchased coverage type. If Customer requires additional clinical services, then Philips will provide such services to Customer at Philips' then current labor and material rates. Clinical support at the installation will be provided in support of the new software revision installation and does not include end-user clinical education that is not in scope of the new software revision installation. Clinical support at the installation may be provided remotely at Philips' sole discretion.

6.3 Update or Upgrade installation and clinical support of the installation shall take place remotely, subject to mutually agreed schedule during Business Day. If required to be on-site, Philips will provide service during standard on-site response hours, Monday through Friday between 8:00 AM and 5:00 PM local time, excluding Philips-recognized holidays, subject to mutually agreed schedule. If Customer requires additional installation support or clinical services, then Philips will provide such installation or services to Customer at Philips then-current labor and material rates.

7. Customer Responsibilities.

7.1 System Administrator. 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. In addition, the System Administrator shall maintain the integrity of the Equipment operation and ensure that proper backup procedures are in place.

7.2 Remote Access. Customer must provide necessary remote access, required information, and support for the Equipment to connect to an approved Philips Remote Service application. Customer waives all rights to services and service deliverables under the Agreement unless an approved remote connectivity solution is enabled and maintained.

7.3 Security and Access Control: Customer is responsible for providing adequate security to prevent unauthorized system access control to Philips (or its third-party vendors) proprietary and confidential information.

7.4 Hardware Revision Levels. Customer must maintain all associated Equipment hardware, firmware, and middleware at the required revision levels for the Equipment. To receive Updates and Upgrades for the Equipment, Customer must maintain all associated hardware to the then-current specification for the Updates or Upgrades.

7.5 Data Reconstruction. Customer shall follow the recommended back-up processes as outlined in the documentation for the Equipment. Customer is also 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. For an additional charge based upon published labor and material rates, Philips will offer services on a commercially reasonable efforts basis to reconstruct data.

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

8. Service Limitations.

8.1 Software Restoration. It is Customer's sole responsibility to make frequent data back-ups of data or reports generated from or residing on the UWS Licensed Software. If the software fails and the supported application software requires restoration, then Philips will reinstall the application software, and work with the Customer to restore the patient data 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 a system 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.

8.2 Anti-Virus Statement. Equipment 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 anti-virus software in accordance with the documentation for the Equipment. Anti-virus protection against viruses is not included in this service and it is Customer's sole responsibility.

8.3 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. However, if

Customer's request, then Philips may provide non-Philips software assistance on a time and materials basis, at Philips then-current time and materials rates, as available.

9. <u>Services Exclusions</u>.

In addition to the Service Exclusions set forth in the Agreement, the following Service Exclusions apply to Services provided under the Exhibit.

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

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

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

9.1.3 Any product maintained under this Agreement in which Customer does not allow Philips to incorporate engineering improvements; or

9.1.4 Any product that has reached its End of Life.

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

9.3 Notwithstanding anything to the contrary in the Agreement or the Exhibit, as the Equipment covered by the Exhibit is software only, hardware and parts are not included in the Services.

9.4 Any network related problems or viruses arising therefrom or third-party devices.