PHILIPS

Exhibit 16
Additional Terms for Monitoring Analytics & Therapeutic Care
IntelliBridge Enterprise Software Maintenance Agreement (Rev 27)

1. Services Provided.

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

Table 2 - Coverage Types			
Coverage Types	**Telephone and Remote Support**	**Software Versions, Updates and Fixes**	**Installation Services for Software Upgrades**
IntelliBridge Enterprise Software Maintenance Agreement Standard	Included	Included	Remote

1.2 Software Version: Introduces major release with significant new features and functionality.

1.2.1 Software Update: Provides minor enhancements or improvements to performance, maintainability, and serviceability.

1.2.2 Software Fix: Corrects Product Defect.

1.2.3 Equipment: IntelliBridge Enterprise (Monitoring Analytics Product Licenses).

2. Telephone and Remote Support.

2.1 Telephone and Remote Support coverage is included with all service agreements identified in this Exhibit. 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.

2.2 Remote Access & Diagnostics. Philips may remotely access the Equipment to perform Services. Customer shall provide Philips access to the Equipment.

2.3 InCenter Access. Philips will provide access to Philips web-based support tool for the System(s) covered under the Service Agreement.

3. Interface Support.

Philips supports the DICOM and HL7 communication to and from the Equipment, as they exist at the Site at the time of installation. In the case of upgrades, Philips shall provide the following software maintenance services:

3.1 If the Philips System, interoperability mapping engine, or biomedical device is upgraded to the latest version, Philips will restore the inbound/outbound communication to the pre-upgrade condition with like-for-like parameters.

3.2 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 mutually approved by Philips and Customer.

4. Software Versions and Updates.

If a software version or update is available for the Equipment is included in the Agreement, and the requirements of the Agreement are satisfied, then Philips will upgrade the Equipment application software during the term of the Agreement as follows:

4.1 Philips will provide software upgrades consisting of updates and new versions of software for existing applications. Unless specified, third-party software including, but not limited to, operating system licenses, database software licenses, client access licenses, and anti-virus software is not included. Hardware updates and replacement are not included. Customer has no right to software, which has reached the published end of sale date.

4.1.1 Functionality. Customer is entitled to additional 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 upgrades. Added functionality may require additional paid services to configure.

4.1.2 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. Upgrade installation and clinical support of the installation are subject to the terms of this Agreement.

4.2 To receive an upgrade:

4.2.1 Customer must comply with all terms and conditions of this Exhibit and the Agreement, including the availability of Philips remote service capability and access to the Equipment by Philips personnel;

4.2.2 Customer must identify one Customer representative, in writing to Philips, which will manage and be responsible for Customer's selection and scheduling of upgrades installation under this Exhibit; and

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

4.3 Unless specifically included elsewhere in this agreement, software versions and updates 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 software versions or updates for minor software defects.

4.4 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 Equipment from Philips or later provided to Customer.

4.5 Philips will notify Customer if a new version update or upgrade is available. If Customer chooses to receive an upgrade, then Customer must register for the upgrade by responding in writing within three months of the date of Philips notice. If Philips does not receive such response from Customer within the three-month period, then Philips is under no obligation to provide such upgrade. If the Agreement expires after Philips notifies Customer that an upgrade is available, then Customer is entitled to receive the offered upgrade for three months following such termination.

4.6 If Philips does not release a new version update or upgrade during any 24-month period during the term of the Agreement and Customer does not have the latest available software version, then Philips will, at Customer's request, provide Customer with an upgrade to the latest available software version. If Philips does not receive such request from Customer prior to the expiration or termination of the Agreement, then Philips is under no obligation to provide such upgrade.

5. <u>Installation Services for Software, Versions, and Updates</u>.

5.1 Philips will install the new versions updates or upgrades that Customer is entitled to receive under this Agreement remotely, at a time mutually agreed to by Philips and Customer. Philips will provide clinical support or clinical education during the installation 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 rates. Clinical support at the installation will be provided in support of the new software version installation. Clinical support at the installation may be provided remotely.

6. <u>Customer Responsibilities</u>.

6.1 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.

6.2 Remote access. Customer must provide necessary 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.

6.3 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.

6.4 Software version levels. Customer must maintain the Equipment at a currently supported version to receive support under this Exhibit.

6.5 Hardware revision levels. Customer must maintain all associated Equipment Virtual machines, 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.

6.6 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.

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

7. Customer Success Management Services.

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

7.1 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.

7.2 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.

7.3 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.

8. Annual Review.

8.1 If applicable, Philips and Customer will annually review the Equipment covered by the Agreement to match quantities of Equipment actually in use at the Site(s). Philips may update the contract to match this inventory, including adjusting price based on actual equipment and systems owned by Customer. Philips has no responsibility to Service systems not listed on the original or updated contract.

9. Service Limitations.

9.1 Software Restoration. If the software fails and the supported application software requires restoration, then Philips will reinstall the application software, database software (if the SQL server is co-located with the IBE), 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.

9.2 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 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.

9.3 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.

10. 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.

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

10.1.1 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);

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

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

10.1.4 Any product that has reached its End of Life.

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

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

10.4 Any network related problems.

10.5 The cost of consumable materials, including batteries, software media, and cassettes.