PHILIPS

Schedule 26
Additional Terms and Conditions for Connected Care Subscription (Rev 27)

This Schedule describes Philips' **Connected Care Subscription**, a term-based subscription that provides access to specific software modules, updates, and services on a **per-Bed, per-year** basis, as set forth in the applicable Quotation(s).

This offering specific Schedule for Connected Care Subscription ("Schedule") is subject to and incorporated into the General Terms and Conditions of Sale and Software License ("Conditions of Sale").

1. Agreement Structure and Order of Precedence.

1.1 "Agreement" means, collectively, the following documents, in descending order of precedence:

1.1.1 Quotation(s)

1.1.2 This Schedule

1.1.3 General Terms and Conditions of Sale Conditions of Sale

2. Services Provided

2.1 Commencing on the Agreement Effective Date and subject to Customer's compliance with the terms of the Agreement, Philips will, during the Term, permit access to, and make available, the Subscription Services.

3. Definitions

3.1 "Agreement Effective Date" means the date of Customer's acceptance of the Quotation, as documented by the date of Customer's authorized representative's signature on the Quotation or issuance of a non-contingent purchase order accepted by Philips.

3.2 "Bed" means the unit of billing for Subscription Services. Bed is defined per Module as follows:

3.2.1 "HPM Core Module, Interoperability Module, Retrospective Data Module, Diagnostic Cardiology Module: Actual patient care beds with physiologic monitoring capability, including transport or telemetry monitors, aligned to the applicable PICiX sector count.

3.2.2 "MDIP Core / MDIP Advanced Integration Module" means Customer's CMS-reported staffed bed count.

3.2.3 Interventional Cardiology: The number of sites utilizing XPER.

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

3.4 "DDI" means device driver interface, which is a Software component delivered through the MDIP Core Module which allows Customer's medical devices to connect to other systems, such as hospital electronic health records or a medical device information platform.

3.5 "DDI Library" means the collection of DDI Interfaces available through the MDIP Core Module.

3.6 "Products" for the purposes of this Schedule the defined term Products from the Conditions of Sale means the Subscription Software as well as the perpetually licensed software provided to Customer under this Schedule, and the PCs.

3.7 "PCs" means Philips-supplied central station personal computers hosting PICiX, where expressly included as a hardware entitlement under this Schedule.

3.8 "Module" means a discrete subset of Subscription Services priced separately on a per-Bed basis.

3.9 "Software" means all software of any kind delivered to Customer pursuant to this Schedule including Subscription Software, perpetually licensed software, and Updates, Fixes, or Versions of previously purchased, separately licensed Philips software.

3.10 "Fix" means a release that corrects an error or bug of the Software available to Customer under this Schedule.

3.11 "Update" means a release Provides minor enhancements or improvements to performance, maintainability, and serviceability of the Software available to Customer under this Schedule.

3.12 "SOW" means the statement(s) of work created with cooperation from Customer articulating the timing, scope, location, implementation, and configuration of the Subscription Services described on a Quotation.

3.13 "Subscription Services" means the goods, Products, Software, and associated services made available to Customer under this Agreement.

3.14 "Subscription Software" means Software licensed on a term-limited basis for the duration of the applicable Term, including associated Updates, Fixes, and Versions thereto. At the conclusion of the Agreement, Subscription Software will be de-installed and Customer must purchase replacement software or move to an alternative solution.

3.15 "Term" means the Initial Term of this Agreement and any renewal periods following the Initial Term as set forth in a Quotation.

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

3.17 "Version" or "Upgrade" means a release that introduces major release of the Software available to Customer under this Schedule.

4. Fees and Billing

4.1 Subscription Fees. Subscription Services are priced on a per-Bed, per-year basis by Module, as set forth in **Schedule 26-A** and the applicable Quotation(s).

4.2 Billing. Fees are billed annually in advance. Each Module constitutes a separate financial obligation. Payment terms are net 30 days from invoice date.

4.3 Billing Commencement. Billing for each Module commences upon the earliest of achieving the applicable readiness or access milestone identified in Schedule 26-A and Customer use of the Module for patient care.

5. Term and Renewal

5.1 Initial Term. The term of this Agreement will begin on the Agreement Effective Date and continue until expiration of the last active Quotation(s) ("Initial Term") issued pursuant to this Agreement.

5.2 Cancellation. Except as expressly permitted under the Agreement, the Initial Term and any Renewal Term are non-cancellable.

5.3 Additional Modules or Beds/Sites. The minimum term of any additional Quotation will be as follows: (a) for expansions of existing Modules, the end date will align with the last-expiring outstanding Quotation for that Module, unless fewer than 18 months remain in that Module term; in that case, Customer must extend the Subscription Services for all Beds in the affected Module so that the applicable Module term is at least 18 months; and (b) for new Modules, the minimum term will be five years.

5.4 Renewal. No less than six months prior to the expiration of the relevant Term, Philips will provide written notice to Customer setting out the Fee per Bed per Year for the renewal Term, and any other proposed modifications to this Agreement for the renewal Term ("Renewal Term"). Customer will accept or reject Philips' renewal proposal within 30 days of receipt.

5.5 Transition Period. Following expiration or termination, Customer may elect a Transition Period of up to six months to facilitate migration to an alternative solution. During the Transition Period: (a) the Subscription Services will continue, but no new Versions or Upgrades will be provided; (b) fees will remain unchanged from the immediately preceding Term, including the quantity of Beds; and (c) Customer must provide at least 90 days' prior notice of its final termination date.

Philips' obligation to provide, and Customer's right to the Subscription Services during the Transition Period is conditioned on Customer's continued payment of the Subscription Service fees during the Transition Period.

5.6 Customer Breach. In the event Customer wrongfully terminates this Agreement, or Philips terminates this Agreement due to Customer's breach, in addition to any other rights or remedies Philips may have:

5.6.1 Philips may immediately cease to provide the Subscription Services to Customer and effect deletion of the Subscription Software. Customer shall be responsible for deletion of any onsite Subscription Software under its control.

5.6.2 No later than 30 days after receipt of notice of the breach, Customer will pay to Philips a sum equal to the fees payable for the total quantity of Beds at the time of termination for the remainder of the Initial or Renewal Term including Fees attributable to the period after termination that would have elapsed had this Agreement not been terminated as a result of Customer's breach together with all late payment interest, charges, and fees as may be applicable at that time.

5.7 Discontinuance of Subscription Services.

5.7.1 Upon expiration of the Term or completion of the Transition Period, Customer will return all Subscription Software, PCs and any other Philips property deployed at the Customer site as part of this Agreement to Philips within 60 days following the end date of the Transition Period.

5.7.2 Customer acknowledges and agrees that Subscription Software is provided solely for use as part of the Subscription Services. Upon termination or expiration of this Agreement Customer will no longer have the right to use or have access to Subscription Software (excepting any IntelliVue Monitor and the DDIs provided through MDIP). Philips will not track, preserve, re-install, integrate, or take any action related to separately purchased software at the end of this Agreement regardless of the cause of termination. Customer is solely responsible for transition planning and any replacement solution required following expiration or termination of this Agreement.

5.7.3 Philips will make available to Customer for download the available Customer Content stored on Subscription Software for a period of 90 days after the expiration of the Term in Philips' standard available format. 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 Customer Content in its systems or otherwise in its possession. Customer is responsible for de-installation of the Subscription Software installed in Customer virtual environment, and Philips will reasonably cooperate with Customer, and any alternative monitoring vendor Customer chooses. Should Customer need Philips' assistance with such de-installation, Philips will remove the Subscription Software at Philips' then-standard rates.

6. Connected Care Subscription Module Descriptions

6.1 Connected Care Subscription Software. The Subscription Software listed below (and Updates and Upgrades/Versions thereto) are available for Customer access as part of the Subscription Services during the Term. Connected Care Subscription Software is comprised of distinct Modules, some mandatory, and others optional, as documented on the Quotation(s). Each Module is an independent performance obligation. Failure to deliver, Customer to utilize, or delay of any individual Module will not affect Customer's or Philips' obligations with respect to the remaining contracted Modules.

6.1.1 HPM Core Module. Mandatory for all Beds associated with Customer PICiX Software under Connected Care Subscription. The HPM Core Module provides access to the following:

6.1.1.1 PICiX. Patient Information Center iX (PICiX) is a central-monitoring software platform manufactured by Philips that aggregates vital signs, waveforms and alarm data from both Philips- and non-Philips medical devices across all hospital care settings, enabling clinicians to view, respond to and manage patient information from admission to discharge.

6.1.1.2 Focal Point. Philips PerformanceBridge Focal Point is a cloud-based operational management application manufactured by Philips that aggregates, processes and presents near-real-time health and performance metrics of networked Philips devices to enable centralized monitoring, maintenance and troubleshooting.

6.1.1.3 Philips IntelliVue Monitor (a/k/a "bedside" monitor) Software Versions and Updates**.** Philips manufactured IntelliVue series bedside monitor hardware is sold with embedded software at the time of their purchase. Philips will provide perpetual licenses to available embedded Software Updates or Versions for the applicable Bed monitor during the Term, if and when such Updates or Versions become available and the requirements of the Agreement are satisfied, on a like-for-like basis as described below. Unless explicitly specified otherwise, any third-party software is not included. Customer has no right to receive Software that has reached the published end of sale date.

6.1.1.3.1 Scope of Philips Intellivue Monitor Entitlement. Customer is entitled only to the Software package previously purchased/bundled with Customer's existing IntelliVue Monitor embedded Software, to the extent available in the applicable Version or Update released on or after Go Live. Customer is not entitled to any package, functionality, or configuration that was available but not previously purchased. For clarity, this exclusion does not prevent Customer from receiving functionality that is included in the then-current generally released Version of Customer's existing Software package. Any Update or Version that Customer wants installed must be scheduled at least 90 days before the end of the Term, or Customer will be deemed to have waived that installation. 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. 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.

6.1.1.4 PIC Ix/IBE Interface Support. Philips supports the DICOM and HL7 communication to and from the Products as they exist at the Products at the time of installation. In the case of new Versions, Philips will provide the following: if the Products, 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. 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 Products 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 will work with the third-party to understand changes in interface specifications and format and may modify and upgrade the Products to support such new interface specifications at a schedule and additional cost to be approved by Philips and Customer.

6.1.1.5 Test System**.** Customer will 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 PICiX. Requests by Customer outside an ongoing Upgrade project for PICiX will be at an additional cost, subject to resource availability.

6.1.2 Interoperability Module. Mandatory for subscription, for the same Beds as HPM Module, unless Customer has purchased MDIP module, in which case Interoperability functionality will be accessed through MDIP module. The Interoperability Module provides access to the following:

6.1.2.1 IBE. Philips IntelliBridge Enterprise is a standards-based interoperability platform manufactured by Philips that serves as a single integration point for connecting Philips clinical systems with hospital enterprise systems (such as EMRs and HIS), handling communication, data transformation, routing and mapping to simplify connectivity and reduce complexity.

6.1.3 Retrospective Data Module. Optional Module, if selected Customer will be charged for all Beds associated with HPM Module. The Retrospective Data Module provides access to the following:

6.1.3.1 AIM. Philips Alarm Insights Manager is a Cloud-based analytics application from Philips that provides dashboards of alarm key performance indicators (KPIs) and retrospective alarm data, enabling hospital teams to identify root causes of alarm fatigue, benchmark performance across units or time periods, and support continuous improvement of alarm management.

6.1.3.2 CIM. Philips Clinical Insights Manager is a cloud-based, service-enabled analytics platform that captures, stores and analyses high-fidelity retrospective clinical data from Philips and third-party devices (including waveforms, numeric and alarms) so healthcare organizations can benchmark KPIs, investigate clinical events and optimize operational efficiency. CIM is an informational tool only and not a substitute for the professional judgment and care of healthcare providers in diagnosing and treating patients. Customer must supply and maintain, for the duration of the Term, a dedicated virtual environment for CIM, including the operating system..

6.1.3.3 TIM. Philips Telemetry Insights Manager is a Cloud-based dashboard application that is part of the Philips Clinical Insights Manager suite; it enables hospitals to visualize and analyze retrospective and daily telemetry unit data such as device inventory, arrhythmia alarms, and telemetry, and patient usage to optimize workflow, resource utilization and patient monitoring efficiency.

6.1.4 MDIP Core Module. Optional Module, unique Bed Count specified on Quotation. The MDIP Modules provides access to the following:

6.1.4.1 Philips Medical Device Integration Platform (MDIP) is a vendor-neutral, scalable platform that provides customers access to a DDI Library. Customers can access DDI through the Philips Customer portal. Access is also provided through direct downloads from the Capsule website. Utilization of the above-mentioned device driver capability requires the separate purchase of in support hardware devices such as Capsule Axon or Neuron devices to acquire data communication from the third-party devices. Customer agrees to log in to the Philips Customer Portal on a regular basis to obtain the most recent Updates, documentation, and other current information concerning the Products. Philips recommends logging in at least once a month and installing the most current Updates. Upon Customer's request, Philips will determine the feasibility, in Philips' sole discretion, of developing new DDIs. Development of DDIs is not part of Support and may be subject to payment of additional fees. Once developed and made available to Customer, support of such DDIs will be covered by Support. New DDIs are owned by Philips and may be made available to other Philips customers as part of the DDI Library.

6.1.5 MDIP Advanced Integration Module. Optional Module and, if selected, Customer will be charged for all Beds associated with HPM Module. The MDIP Advanced Integration Module provides access to the following:

6.1.5.1 MDIP Advanced Integration provides functionality to send contextual, tailored medical device data, along with additional HL7 connections and additional processing pipelines, to support the medical device data integration needs of up to eight third-party systems or applications for all Subscription Service Beds.

6.1.6 Diagnostic Cardiology Module. Optional Module, and if selected, Customer may select Bed coverage to best meet Customer needs. The Diagnostic Cardiology Module provides access to the following:

6.1.6.1 ISECG. Philips IntelliSpace ECG is a Cloud-based ECG management system that centralizes acquisition, review, editing, storage and distribution of electrocardiograms from multiple vendors, enabling clinicians to access and compare current and past ECGs. 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 in writing. 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. Third-party terms governing Customer's use of third-party products and services provided through the ISECG Subscription Services may be supplied directly to Customer by the original Products manufacturer for such third-party products and services or passed through to Customer by Philips, and Customer agrees to such third-party terms.

6.1.7 Interventional Cardiology Module. Optional Module, if selected Customer may select Bed coverage to best meet Customer needs. The Interventional Cardiology Module provides access to the following:

6.1.7.1 Cath lab workflow and data management is a system that integrates patient information, hemodynamic monitoring, and procedure documentation for interventional cardiology. It streamlines scheduling, reporting, and inventory while connecting with EMR, PACS, and other hospital systems to reduce manual data entry and improve efficiency.

6.2 Subscription Software License Terms.

6.2.1 License Grant. Subject to Customer's compliance with the Agreement, including all applicable payment obligations and all usage limitations, site limitations, Bed counts, Module selections, User limits, and other restrictions set forth in the applicable Quotation and this Schedule, Philips grants Customer, during the applicable Term, a limited, non-exclusive, non-transferable, non-sublicensable right and license, solely for Customer's internal business purposes and solely in connection with Customer's authorized use of the Subscription Services, to: (a) access and use the cloud-hosted components of the Software and Subscription Software made available by or on behalf of Philips; and (b) install, execute, access, and use, in object code form only, the on-premises components of the Software and Subscription Software that Philips provides for installation at Customer's premises or approved virtual environment, solely on or in connection with the Products, systems, sites, Beds, and environments authorized under the Agreement. The Software and Subscription Software are licensed, not sold. Except for the limited rights expressly granted in this Agreement, Philips and its licensors retain all right, title, and interest, including all intellectual property rights, in and to the Software, Subscription Software, documentation, updates, upgrades, modifications, interfaces, and copies thereof.

6.2.2 Authorized Use Restrictions. Customer may use the Software and Subscription Software only for its own internal business operations, only through authorized Users, and only within the scope of the usage metrics, quantities, and limitations stated in the Agreement. Customer may not, and may not permit any third party to: (a) sell, resell, sublicense, assign, transfer, distribute, lease, rent, lend, timeshare, outsource, or otherwise make the Software, Subscription Software, or Subscription Services available to any third party; (b) use the Software, Subscription Software, or Subscription Services to provide services to third parties; (c) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code or underlying structure of the Software or Subscription Software, except to the extent expressly permitted by non-waivable applicable law; (d) modify or create derivative works of the Software or Subscription Software, except as expressly permitted by Philips in writing; (e) remove, alter, or obscure any proprietary notices or technical controls; or (f) access or use the Software, Subscription Software, or Subscription Services in excess of the scope or limitations set forth in the Agreement..

6.2.3 Copies; Security; Third-Party Terms. Customer may make a reasonable number of copies of the on-premises Software and Subscription Software solely as necessary for non-production backup, archival, disaster recovery, and routine system administration purposes, provided all proprietary notices are reproduced and all such copies remain subject to this Agreement. No right is granted to copy any cloud-hosted Software or Subscription Software except for transient technical copies automatically created through ordinary operation of Customer's systems. Customer shall not access, use, modify, disable, or interfere with any Philips administrative, service, support, or super-user account, credential, tool, or access method, except as expressly authorized in writing by Philips. Customer is responsible for administering and safeguarding User

credentials under its control. Certain Software, Subscription Software, or Subscription Services may include or interoperate with third-party software, services, or materials subject to separate license terms, notices, or pass-through terms made available by Philips or the applicable third-party provider, and Customer agrees to comply with such terms to the extent applicable.

6.2.4 Unless expressly stated otherwise in the applicable Quotation or this Schedule, the rights granted under this Section continue only for the applicable Term of the Connected Care Quotation and any authorized Transition Period. Any Philips IntelliVue Monitor Software Versions, Updates, or other software expressly granted on a perpetual basis under this Agreement, and any MDIP DDIs expressly granted on a perpetual basis under this Agreement, remain subject to the terms applicable to those perpetual license grants. Upon expiration or termination of the applicable license, Term, or Subscription Services for any reason: (a) all rights granted to Customer with respect to the affected Subscription Software automatically terminate, except for any perpetual rights expressly granted under the Agreement; (b) Customer shall immediately cease all use of the affected cloud-hosted Subscription Software and Subscription Services; (c) Customer shall promptly cease all use of, and de-install, delete, destroy, or return, as directed by Philips, all affected on-premises Subscription Software and copies thereof, except to the extent retention is required by applicable law; and (d) Philips may disable or terminate Customer's access to the affected cloud-hosted Subscription Software and Subscription Services.

6.2.5 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 Services is required in accordance with this Agreement. 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, regarding 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.

6.2.6 Customer may transfer only the Philips IntelliVue Monitor Software Versions and Updates 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.

6.2.7 Modifications.

6.2.7.1 If Customer modifies the Software in any manner, all warranties associated with the Software and the products will become null and void. Customer installation of Philips issued Fixes or Updates shall not be deemed to be modification.

6.2.7.2 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 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.

6.3 Software Limitations.

6.3.1 Versions. Customer may elect to access new Updates and Upgrades subject to compatibility requirements, but Philips does not make any promise or representation that all features, functionality, or workflow will be preserved from prior versions.

6.3.2 The Products that will receive the Software Version/Updates must meet the specifications of the new Software Version. Customer will provide the Products hardware or third-party software necessary to meet such specifications.

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

6.3.4 Philips will have no responsibility to provide Software Versions or Updates for minor defects that do not impact the intended use of the Software or impact patient care.

6.3.5 Products 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.

7. Hardware Entitlement

7.1 Customer's sole hardware entitlement will be, provision (including installation), if required for a PIC iX Software release that is available to Customer through the Agreement, of new/replacement PCs that host PICiX. 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, or PCs that need to be replaced for a cause other than Customer destruction (e.g., dropping, spilled liquid). These PCs will be returned to Philips at the conclusion of the Term of the HPM Core Module.

8. Service Entitlements (only applicable to HPM Core Module)

8.1 Solutions Review. During the term of the Agreement Philips will make available to Customer an annual customized review session to provide a deeper understanding of Philips patient monitoring solution, 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. 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. Each session will be limited to ten (10) Customer participants and cannot be rescheduled. The scope, duration, and delivery methodology of the 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.

8.2 OS Patching**.** 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 Subscription Service, and if Customer wants Philips to patch the switches, it will be done via time and material quote. On Site 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 after-hours 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. It is imperative that Customer install and activate Focal Point and connect to Philips Remote Service ("PRS") within 90 days of the date of the Agreement Effective Date 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 on a time and material basis for any onsite OS patching services provided by Philips during this period of declined/delayed Focal Point installation.

8.3 Advanced Technology Service**.** 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 EST, excluding Philips holidays. For full version upgrade and update projects, Philips Project Manager, Technical Consultant , Network Engineer, and Integration Engineer will provide remote or on-site consultative advisory services as needed. Philips' technical resource will also 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.

8.4 Clinical Implementation Services**.** Philips will provide implementation (virtually or on-site as necessary) services for Updates and Versions 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 that Customer responsibilities for the Clinical Implementation Services projects are completed.

8.4.1 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.

8.4.2 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. Clinical Education class size is limited to ten participants. Customer will

provide a suitable location for on-site classroom education; and Customer will provide full and free access and use of the Products for education.

8.4.3 Products 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 Products. 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.

8.4.4 User Acceptance Testing. Following implementation of a new Software version or Products 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.

8.4.5 Scheduling. Customer must schedule all Clinical Implementation Services, except Online Education, at least ten 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 Schedule, then Philips will not be obligated to perform such Clinical Services.

8.4.6 Travel Expense. Unless otherwise stated in the Quotation, Philips' travel expense for Clinical Implementation Services delivered at Customer site are included in the price per Bed.

8.5 System Healthcheck. 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 Products and network health and compatibility. The entitlement under this section is specifically designed to work in conjunction with each year's Subscription 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 Products.

9. Support

9.1 Customer Success Management. During the term of the Agreement Philips will assign a Customer Success Manager familiar with Customer account, key stakeholders, and contract coverage to provide success management support to assist Customer in maximizing benefit of the Subscription Services. 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 service issues resolved during the previous period and review any open or unresolved issues. Prior to delivering any new Software version, Philips will coordinate with Customer assigned resource to identify and mitigate dependencies relative to the Upgrade and other entitlements. 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.

9.2 Telephone Support. Telephone and Remote Support coverage is included with all Agreements. Each Module has a distinct support team. Technical and Clinical Telephone and Remote Support coverage services are available 24 hours per day, 7 days per week, including Philips-recognized holidays. The contact information for which is as follows:

9.2.1 HPM Core, Interoperability Modules, Retrospective Data Module, Diagnostic Cardiology Module. Philips Customer Care Support Line Call + 1 800-722-9377.

9.2.2 MDIP Core & Retrospective Data Modules. Email: support@capsuletech.com or Customer Care Support Line Call by phone at 800-260-9537

9.3 Remote Access and Diagnostics. Philips may remotely access any Customer system tied to the Products required to perform Services. Customer will provide Philips remote access to the Products.

9.4 On-Site Software Resolution Response. Philips' primary method for supporting the Subscription Services is telephone and 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.

9.5 InCenter Access. Philips will provide Customer access to Philips' web-based support tool for select Products under this Agreement.

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

9.7 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 for many of the Modules. https://www.usa.philips.com/healthcare/services/maintenance-services/customer-service-portal

9.8 Use of Machine Data. Philips acknowledges and agrees that Customer owns all aggregate machine-to-machine data which may include certain Personal Data (e.g., IP addresses) ("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.

10. Customer Responsibilities for Connected Care Subscription

10.1 System Administrator. Customer will designate one or more individual(s) to serve as Customer's 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 will maintain the integrity of the Products/Software operation and ensuring that proper backup procedures are in place as outlined in the system installation and product documentation.

10.2 Connected Care Subscription Services require wired and wireless networking capabilities specified in the documentation and instructions for each medical device receiving Subscription Services. The provision of this networking capability is the responsibility of Customer.

10.3 Remote Access. Customer must provide necessary uninterrupted remote access, required information, and support for the Products to connect to PRS. PRS is the basis for Services delivered under this Schedule. Customer waives any right to services and service deliverables under this agreement unless PRS connectivity is enabled and maintained.

10.4 Security. Customer is solely responsible for providing adequate security to prevent unauthorized access to Customer's network and Products, Philips (or its third-party vendors) proprietary and confidential information. This includes but is not limited to, using secure administrative passwords, installing the latest validated security updates (except as specified in this Schedule) and web browsers, running a Customer firewall as well as maintaining up-to-date drivers, and validated anti-virus and anti-spyware software (except as specified in this Schedule).

10.5 Products Data Reconstruction. Customer will follow the recommended back-up processes as outlined in the Products Installation or Reference Guide. Customer is responsible for the reconstruction, restoration, retrieval, or recovery of any lost or altered Customer Content including without limitation 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.

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

10.7 User Access. 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.

10.8 Removal of Customer Content. At the conclusion of the Term for any reason Customer will remove all Customer Content from all Software within the time specified in the product documentation and this Agreement.

10.9 Hardware. Except for PCs expressly provided for the HPM Core Module, Customer is solely responsible for procuring, providing, maintaining, repairing, and replacing all hardware required to utilize the Subscription Services and any Software or Subscription Software made available under this Agreement, including all associated servers, cabling, appliances, networking Products, and other physical components. Customer must also maintain all associated hardware, firmware, and middleware at the specifications required for the initial Software Version and any subsequent Software Version, Update, or Fix made available under the Agreement. Software Versions, Updates, and Fixes may require hardware updates or replacement. Where applicable, Customer must provide a virtual environment, excluding the operating system, that satisfies the requirements for installation of the applicable Subscription Software as described in the accompanying documentation. The only hardware provided by Philips under this Schedule is central-station PC hardware for PICiX, and only where expressly included for the HPM Core Module.

10.10 Backups. Customer is responsible for implementing a standard backup policy to ensure the backup of all data, files and programs to prevent any loss, destruction or alteration of such work or data.

10.11 Customer must be in compliance with all terms and conditions of this Schedule and the Agreement, including the availability of PRS capability and access to the Products by Philips personnel.

10.12 Customer must identify one Customer representative, in writing to Philips, who will manage and be responsible for Customer's selection and scheduling of new software version installations under this Schedule.

11. Service Limitations

11.1 Software Restoration. If the Software fails and requires restoration, then Philips will reinstall the 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 Software, 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 Products failure is attributed to hardware or virtual environment not supported under the Agreement, Customer will restore the operating system, and database software before Philips begins any Software restoration efforts.

11.2 Anti-Virus Statement. Philips software is a computer-based medical product and, therefore, may be subject to attack by outside computer viruses. Anti-virus and similar protective softwaremust be constantly monitored and updated. Customer will install and maintain its own anti-virus software in accordance with the Products Installation or Reference Guide. Philips will use reasonable efforts to notify Customer if Philips becomes aware of any virus affecting Software licensed to Customer under this Agreement.

11.3 Non-Philips Software Assistance. Requests for assistance with hardware, operating systems, communications network, third-party software, printer configuration, or similar non-Philips items or services, are outside the scope of this Agreement.

11.4 Philips is not responsible for circumstances beyond its reasonable control, including, without limitation: (a) non-Philips-supplied infrastructure, application programming interfaces, single sign-on capability, hardware, virtual machines, network connectors, information, content, software, scripts, data, files, web servers, web services, materials, or Products; (b) acts or omissions of Customer or its agents; (c) virus, malware, hacker, or other cybersecurity attacks; (d) intentional shutdowns required for emergency intervention or security incidents; and (e) acts or omissions of any party other than Philips;

11.5 Any combining of the Software with a non-qualified device is prohibited. A non-qualified device is:

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

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

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

11.5.4 any product that has reached its End of Life.

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

11.7 Exclusions. Subscription Service Fees do not include the following, which may be purchased separately if available at Philips' then-current rates, Philips and Customer will agree in advance prior to any billable services being provided:

11.7.1 consumables, software media, and cassettes.

11.7.2 networking, hardware and parts.

11.7.3 modification, customization or enhancement.

12. Warranty

12.1 Subscription Software and PCs. Philips warrants that the Subscription Software and PCs accessible to Customer under this Agreement will function substantially in accordance with the accompanying documentation for the duration of the Term.

12.2 Perpetual Licensed Software Delivered through the Subscription Services. For a period of 90 days from the date Philips makes perpetually licensed Software (such as the IntelliVue Monitor embedded Software and DDIs) available for first patient use, such perpetually licensed Software will substantially conform to the documentation provided with the perpetually licensed Software.

12.3 Philips' sole obligations, and Customer's exclusive remedy, for any breach of the foregoing warranties are, at Philips' option: (a) to repair or replace the affected Software, Subscription Software, PCs, or applicable portion thereof

within 30 days after Philips' receipt of Customer's written notice describing the claimed warranty breach (the "Product Warranty Cure Period"); or (b) if Philips does not cure the warranty breach within the Product Warranty Cure Period, to refund to Customer any pre-paid Connected Care Subscription Fees applicable to the affected Subscription Services, but only if Customer terminates the Agreement or applicable affected portion of the Agreement for Philips' material breach and requests such refund in writing. 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.

12.4 These warranties apply only if: (a) The Software/PCs (unless delegated to Customer in this Agreement) are 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) all Software and Products and associated elements are 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) all Software and Products and associated elements are 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 documented performance specifications.

12.5 Philips' warranty obligations do not apply to any defects or non-conformities 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 Subscription Software and/or upgrades to anti-virus software (not provided by Philips) running in connection with the Subscription 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 will use reasonable efforts to extend to Customer the third-party warranty for the product.

12.6 The obligations of Philips described herein and in any applicable product-specific warranty document are Philips' only obligations and Customer's sole and exclusive remedy for a breach of the forgoing warranties.

12.7 THE WARRANTIES SET FORTH HEREIN ARE THE ONLY WARRANTIES MADE BY PHILIPS IN CONNECTION WITH THE PRODUCT, THE SOFTWARE, SUBSCRIPTION SOFTWARE, AND THE TRANSACTIONS CONTEMPLATED BY THE QUOTATIONS, 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.

13. Network Disclaimer

13.1 The following applies if Customer elects to use the Subscription Services on Customer's general network rather than on a distinct Philips-supplied network dedicated to communication between the Subscription Software and bedside monitors or other endpoints. The Philips IntelliVue Information Center is a secondary vital-signs monitoring tool used by Customers to monitor activity arising from alarms generated by a patient-care monitor at the bedside. Philips advises that the likelihood of network or bandwidth outages is generally greater when a medical device operates on a general network than on a network dedicated solely to that device's use. If a network or bandwidth outage directly affects the IntelliVue Information Center's ability to communicate with a bedside monitor, the IntelliVue Information Center may be unable to receive real-time alarm information from that bedside monitor. Accordingly, Customer acknowledges that its nursing protocols must at all times treat the Philips bedside monitor at the patient bedside as the primary device for monitoring and responding to the patient's vital signs.

Schedule 26-A (Rev 27)

1. **Per Bed Fees**. Subscription Services are provided on a per-Bed, per-year, subscription basis for the Term set forth on the Quotation(s). Each Module listed below incurs an additional per-Bed, per-year fee as stated in the Subscription Fee Table below. The quantity of Beds is set forth on Customer Quotation(s) subject to the terms of the Schedule. If the Bed count stated in a Customer Quotation is inaccurate as compared to Customer's actual Bed count requiring Connected Care Subscription Services, Customer shall promptly execute a corrected Quotation reflecting the accurate Bed count, and Philips may adjust the applicable fees accordingly.

Subscription Services Fee Table	
Module	**Fee Per Bed Per Year**
HPM Core Module	$3,196
Interoperability Module	$203
Retrospective Data Module	$761
MDIP Core Module	$515
MDIP Advanced Integration Module	$260
Diagnostic Cardiology Module	$388
Interventional Cardiology Module	TBD

2. **Implementation Fees**. Implementation fees are billed separately for each Module and set forth on Customer's Quotation. Payment is due within 30 days of invoice.
3. **Fee Per Bed Per Year Fee Billing**. Fee Per Bed Per Year Fee Billing will be annually in advance, beginning on commencement, and each anniversary thereafter, for the term specified on the Quotation(s). Fees due for each Module are an independent financial obligation and may be invoiced separately. Payment is due within 30 days of invoice.
   3.1 Billing Commencement. Billing for each Module will commence as set forth below. For multi-site Customers, the billing will commence on a per site basis.

Module	**Billing Commences When**
HPM Core Module	Earlier of: PICiX or bedside monitor Versions or Update software installed
Interoperability Module	IBE installed
Retrospective Data Module	Access to CIM provided by Philips
MDIP Core Module	Earlier of: access provided by Philips or first productive use
MDIP Advanced Integration Module	Access provided by Philips
Diagnostic Cardiology Module	Access provided by Philips
Interventional Cardiology Module	Access provided by Philips

4. **Commencement Process**. Billing commencement for the Module(s) will be evidenced by Customer's signature of Philips' Service Activation Record ("SAR") for each Module. If Customer does not sign the SAR within five business days after Philips delivers it to Customer, the SAR will be deemed accepted, and billing will commence as of that deemed acceptance date. Subscription Service Fees are not contingent on Philips' or Customer's configuration of the Connected Care Subscription Services, or Customer data acquisition.
5. **Customization/Configuration**. Customer may request customization/configuration services for each Module. These services will be quoted and billed separately on a per-project basis.