PHILIPS

Schedule 19
Virtual Care Solutions (Rev 27)

1. **Application of Terms and Conditions of Sale.** This Virtual Care Solutions Product-specific Schedule ("Schedule") is subject to and incorporated into the Conditions of Sale. In the event of a conflict between any term in this Schedule and the Conditions of Sale, this Schedule shall prevail with respect to the subject matter hereof.
2. **Definitions**. Capitalized terms used in this Schedule, that are not defined in the Conditions of Sale, shall have the meaning set forth below.
   - 2.1 Documentation means the Instructions for Use (IFU) for the OEM Platform provided by OEM as may be updated from time to time by OEM.
   - 2.2 Fees means the Fees set forth on the Quotation corresponding with the provision and use of the OEM Platform and the Services.
   - 2.3 Hardware means the equipment provided by OEM for use as part of the OEM Platform.
   - 2.4 OEM refers to the original equipment manufacturer and service provider for the OEM Platform, and related Services, for which Philips is the appointed reseller.
   - 2.5 OEM Platform refers, collectively, to the Hardware, Software, and Subscription Service provided by OEM.
   - 2.6 Order Effective Date means the date the Quotation is accepted by Customer, as evidenced by the signature of Customer's authorized representative on such Quotation, or by Customer's issuance of a purchase order referencing Philips' Quotation.
   - 2.7 Order Term means the period(s) of specified on the Quotation commencing upon availability of the Subscription Service as set forth in Section 3.2, and during which Customer shall be entitled to access and use the Subscription Service components as described on the Quotation and this Schedule.
   - 2.8 Professional Services means the services other than Subscription Service, ordered by Customer and provided by Philips pursuant to this Schedule, including but not limited to installation, implementation, and training, excluding the provision of any Technical Support Services.
   - 2.9 Protected Health Information (PHI) has the meaning as defined at 45 C.F.R. § 160.103 and is limited to the information Philips (as Customer's Business Associate) received from, or created, received, maintained or transmitted on behalf of, Customer.
   - 2.10 Quotation means the quotation offered by Philips and accepted by Customer that, together with the Statement of Work, describes, among other things, the Services and Hardware.
   - 2.11 Service Level Agreement means OEM's Service Level Agreement for Subscription Service as of the Order Effective Date, which is attached hereto as Schedule 19-B.
   - 2.12 Services means, collectively, the Subscription Service, and any Professional Services, including without limitation, implementation and integration services as set forth on the Quotation and Statement of Work.
   - 2.13 Software means any software provided by OEM, whether hosted by OEM as part of the Subscription Service, or Licensed Software installed on the Hardware.
   - 2.14 Statement of Work (SOW) means the statement of work made pursuant to and as a part of this Agreement, describing the implementation specifications, project plans, Hardware and Subscription Service configuration, or other technical instructions, as applicable and agreed by the parties in writing prior to Philips' commencement of the Services.
   - 2.15 Subscription Service means the Software provided and hosted by the OEM on a software-as-a-service basis, and Technical Support Service provided during the Order Term.
   - 2.16 Technical Support Service means the maintenance and technical support service provided by OEM for the Software according to OEM's current published policy for Technical Support Service, as updated by OEM from time to time. OEM reserves the right to publish revisions to the Technical Support Service policy from time to time.
   - 2.17 User(s) means any person who is authorized by Customer to use and access the Subscription Service and Software, solely for Customer's use.
3. **Subscription Service Access**
   - 3.1 Subject to the terms and conditions of this Schedule and Customer's full and timely payment of the Fees and Customer's compliance with this Schedule OEM will, during the Order Term, make the most current version of the Subscription Service available to Customer and hereby grants to Customer a limited, non-exclusive, non-transferable license, without the right to sublicense, to use the Subscription Service for as part of the OEM Platform during the Order Term.
   - 3.2 Subscription Service is considered available upon Philips' availability of the Subscription Service for first patient use, defined as Philips' completion of its implementation responsibilities set forth in the SOW, and evidenced by

Customer's signature of Philips' Customer Acceptance Form.

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

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

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

3.4.2 sell, resell, rent, lease, transfer, assign, distribute, time share, or otherwise commercially exploit or make the Subscription Service available to any third party, other than to Users or as otherwise set forth on the Quotation;

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

3.4.4 exceed the licensed quantity of the Subscription Service as described in the Quotation.

4. Deployment

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

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

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

4.4 For any changes to Services (excluding modifications made by Philips or OEM to the Subscription Services generally applicable to all similarly situated Philips' customers), the parties will follow the change control procedure as set out in this section. At any time during the applicable Order Term, either party may request a change to the SOW, but no such change will be effective and binding unless a written change order is agreed and signed by authorized representatives of both parties. A change order can only amend the technical and commercial conditions of the applicable Quotation or SOW and will not in any event amend any of the Conditions of Sale.

4.5 Philips may subcontract any of its obligations to Customer or other activities performed by Philips under this Schedule. No such subcontract will release Philips from its obligations to Customer set forth in this Schedule.

5. Subscription Service Fees

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

5.2 Unless otherwise set forth in the Quotation, Subscription Service fees will be invoiced by Philips upon initial availability of the Subscription Service, and as described in the Quotation from the start of the Order Term.

5.3 Subscription Service Fees are not decreased based on actual usage and are not contingent on Customer's actual use of the Subscription Service, or completion of any work not explicitly identified as implementation responsibilities of Philips or OEM in the SOW.

5.4 Subscription Service fees may be increased by Philips annually by the greater of (i) 5% per year or (ii) the most recently published 12-month percent change in the United States consumer price index for medical care services (CPI-MCS) as of the annual anniversary of Order Term.

6. Customer Responsibilities

6.1 Customer is responsible for Customer's own infrastructure necessary to access the Subscription Service, including (but not limited to) network connectivity, as well as maintaining the same in accordance with the requirements specified in the Documentation. Customer must employ industry-standard anti-virus software and security protection for Customer's infrastructure used to access Subscription Service.

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

6.3 Customer will insure and back up all Customer data provided to Philips. Philips shall not be responsible for any losses or damages related to or resulting from loss of Customer data.

6.4 Customer is responsible for all activities that occur in User accounts and for Users' compliance with this Schedule. Customer will: (a) have sole responsibility for the accuracy, quality, integrity, and legality of all Customer data in the Subscription Service, and (b) 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.

7. Warranty and Disclaimer

7.1 Philips warrants that the Subscription Service will perform materially in accordance with the Documentation during the Order Term. Customer's sole remedy with respect to Subscription Service availability is set forth in the Service Level Agreement (the "Subscription Service Warranty").

7.2 To make a Subscription Service Warranty claim, Customer must promptly notify OEM in writing. Upon receipt of such notice of nonconformity, OEM will use commercially reasonable efforts to repair or modify the Subscription Service to restore performance accordance with the Documentation. All corrections will be made in accordance with OEM's Subscription Service Technical Support Services policy. Philips does not represent or warrant that all errors can be corrected. If, after using commercially reasonable efforts for a period of not less than 30 days, Philips is unable to repair the Subscription Service, Customer may terminate this Schedule without liability upon written notice to Philips. The foregoing are Customer's sole and exclusive remedies for Subscription Service warranty claims.

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

7.4 Philips warrants to Customer that, during the Order Term, the Hardware (including its operating software) will perform in compliance with the Documentation (the "Hardware Warranty"). Philips' sole obligation, and Customer's exclusive remedy, for any Hardware Warranty claim are limited, at Philips' option, to the repair or the replacement of the Hardware within 30 days after receipt of written notice of the warranty claim from Customer (the "Product Warranty Cure Period") or, upon expiration of the Product Warranty Cure Period, for Philips to refund the purchase price paid by Customer, upon Customer's request and Customer's return of the affected Hardware to OEM.

7.5 THE WARRANTIES IN THIS AGREEMENT ARE MADE TO AND FOR THE BENEFIT OF CUSTOMER ONLY. EXCEPT AS SPECIFICALLY SET FORTH IN THIS SCHEDULE, NEITHER PHILIPS NOR OEM MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, RELATING TO THE OEM PLATFORM, THE SERVICES, OR ANY COMPONENT THEREOF, INCLUDING BUT NOT LIMITED TO ANY WARRANTY THAT THE OEM PLATFORM, SERVICES, OR ANY PORTION THEREOF WILL MEET CUSTOMER'S REQUIREMENTS, OR WILL OPERATE ERROR FREE OR UNINTERRUPTED. PHILIPS SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS OR ANY WARRANTIES REGARDING THE QUALITY OF CUSTOMER DATA, EXCEPT TO THE EXTENT THAT ANY WARRANTIES IMPLIED BY LAW CANNOT BE VALIDLY WAIVED.

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

7.7 THE OEM PLATFORM IS NOT A SUBSTITUTE FOR STANDARD IN-PERSON MEDICAL CARE, INCLUDING IN-PERSON CONSULTATION, IN-PERSON MONITORING OF PATIENTS, OR ANY OTHER HEALTH CARE SERVICES PROVIDED BY CUSTOMER. CUSTOMER AND ITS USERS ARE ULTIMATELY AND SOLELY RESPONSIBLE FOR ANY AND ALL MEDICAL CARE AND HEALTHCARE SERVICES RENDERED TO INDIVIDUALS. PHILIPS AND OEM EXPRESSLY DISCLAIM, AND CUSTOMER HEREBY RELEASES, PHILIPS AND OEM FROM ANY AND ALL LIABILITY RELATING TO CLAIMS OF PERSONAL INJURY, MEDICAL MALPRACTICE, OR OTHER CLAIMS RELATING TO MEDICAL CARE AND HEALTHCARE SERVICES RENDERED TO INDIVIDUALS IRRESEPCTIVE OF WHETHER ANY ASPECT OF THE OEM PLATFORM IS BEING USED BY CUSTOMER AT THE TIME THE CLAIM(S) AROSE.

8. Customer Indemnification

8.1 Customer shall promptly notify, indemnify and defend Philips, OEM, and their officers, directors, contractors, employees and agents from and against any and all claims, actions, losses, liabilities, damages, costs and expenses (including without limitation attorneys' fees) caused by or arising from any actual or alleged personal injury or death resulting from any acts or omissions of Customer, its Users, employees, agents and/or contractors.

9. Technical Support Services

9.1 Technical Support Services for Subscription Service will be provided by OEM during the Order Term to Customer according to the Quotation and OEM's current Technical Support Service Policy, a copy of which is attached to this Agreement. For Technical Support Services Customer must contact OEM according to the Service Level Agreement.

9.2 Philips is not obligated to provide any technical support services for Third-Party Products and Services, including (without limitation) Customer's networks or installation of networks.

9.3 Remote Servicing. Customer will, if applicable to a component of Subscription Service and as informed by Philips, during the applicable warranty and any Technical Support Services period, Customer will provide Philips at each site a dedicated high-speed broadband internet connection suitable to establish a remote connection to the component and to facilitate the realization of the required remote infrastructure in order for Philips to provide remote servicing of the component by:

9.3.1 supporting the installation of a Philips-approved router (or a Customer-owned router acceptable for Philips) for connection to the component and Customer network (which router remains Philips' property if it is provided by Philips and is only provided during the term of this Quotation);

9.3.2 maintaining a secure location for hardware to connect the Product to the Philips Remote Service Data Center ("PRSDC");

9.3.3 providing and maintaining a free IP address within the site network to be used to connect the component to Customer's network;

9.3.4 maintaining the so-established connection throughout the applicable warranty and Customer service period (including restraining from any temporary disconnection or disabling of such connection); and

9.3.5 Facilitating the reconnection of the above in case any temporary disconnection occurs.

9.4 If Customer fails to provide the access described in Section 9.3 herein, and the component is not connected to the PRSDC (including any temporary disconnection), Customer accepts any related impact on Subscription Service availability, additional cost and speed of resolution.

10. Obsolescence

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

10.2 Philips or OEM may determine that the OEM Platform or a component thereof is obsolete or will otherwise be discontinued and that no version will be maintained or supported. Accordingly, Philips may no longer provide the Subscription Service for same. In such event, Philips may, with 180 days' prior notice, terminate the Agreement, and provide Customer with a refund of any pre-payments for periods of Subscription Service not yet rendered.

11. Privacy

11.1 The parties acknowledge that Philips may process PHI on behalf of Customer for purposes of provisioning the Subscription Service and accordingly agree that Philips' processing of such PHI will be done in accordance with the terms of the Business Associate Agreement agreed by Customer and Philips, as referenced in the Conditions of Sale.

12. Intellectual Property Rights

12.1 OEM and/or Philips own all rights, title and interest, including intellectual property rights, in and to the OEM Platform and any modifications or enhancements thereto.

13. Term and Termination

13.1 Order Term is non-cancelable provided either party may terminate an Order Term upon a material breach of this Agreement by the other party if such breach is not cured within 30 days after receipt of written notice specifying the breach.

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

13.3 Neither Philips nor OEM will have any obligation to maintain or provide any Customer data after expiration of the Order Term and will have the right, unless legally prohibited, to delete all such Customer data in their systems or otherwise in their possession or under their control.

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

14. Professional Services Terms

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

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

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

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

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

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

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

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

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

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

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

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

14.7.6 written feedback promptly upon Philips' request; and

14.7.7 Philips with a Customer representative, in writing, who will be responsible for providing the items described in this Section 14.7 and any other information, materials, or feedback requested by Philips in connection with the Professional Services.

Schedule 19-A
Solaborate Statement of Work (Rev 27)

Restrictions on use and disclosure

The information in this document includes information that is Philips confidential. This document may not be copied or disclosed to third parties by Customer without Philips prior written approval. Upon Philips request, Customer will promptly destroy this document and return it to Philips, as directed by Philips, including any copies.

Until incorporated into a contract, this statement of work is valid for 90 days from the most current revision date.

Document revision history

Revision	Date	Description	Author

Signatures

The parties hereto have caused this SOW to be signed and delivered by their duly authorized representatives, as of the SOW effective date.

Philips	Customer
Signed:	**Signed:**
Name:	**Name:**
Title:	**Title:**
Date:	**Date:**

1. **Introduction**

   This statement of work ("SOW") is incorporated into and made pursuant to the Conditions of Sale, Schedule for Virtual Care Solutions, and the Quotation (collectively, the "Agreement") between Customer and Philips. All capitalized terms not defined in this SOW shall have the same meaning as given in the Agreement. The SOW outlines the services Philips will provide Customer in support of implementing the Hellocare Virtual Care Delivery Platform (the OEM Platform).

2. **Project Description**

   To successfully implement the Hellocare virtual care delivery platform, including the hardware installation, the following components and considerations are typically required:

   Network Infrastructure

   2.1 Internet Connectivity: A reliable high-speed internet connection is crucial for seamless communication and data transmission during virtual care interactions.

   2.2 Wi-Fi or Ethernet: Ensure the availability of Wi-Fi or Ethernet connectivity to connect workstations and devices to the network.

   2.3 Workstation: Several workstations that can be placed anywhere in the building, with the capability to monitor all rooms. This depends on the preferred setup by Customer.

   2.4 The observation station can co-exist with the telemetry bunker as well, while virtual nurses can work from anywhere, including home.

   2.5 The minimum requirements for the workstations are i7 intel processor and 8GB of RAM, with HDMI output.

   2.6 TVs: Customer will provide TV on the wall in patient's room. Hellocare will utilize the television to have patients interact with virtual nurses.

3. **Project Timeline**

   Philips will assign a project team within four weeks of SOW signing. At that time, the Philips project manager will work closely with the assigned Customer project manager to develop the actual project implementation schedule.

   Project timeline will span implementation will be phased in accordance with Exhibit below.

#	Description of the phase	Start Date	End Date	Deliverable
1	**Preparation of hello devices with latest builds**	**Average 5 days**		**Hellocare devices prepared with the latest software builds and configurations**
2	**Onboarding**	**Average 2 days**		**Customer successfully onboarded onto the Hellocare platform**
3	**Deployment of Hellocare devices**	**Average 15 minutes per room**		**Hellocare devices deployed and installed**
4	**Onboarding Nurses and other staff**	**1 day onsite, additional virtual days as required**		**Nurses and other staff members successfully onboarded onto the Hellocare platform**
5	**Training Users**	**1 day onsite, additional virtual days as required**		**Completion of user training sessions for nurses and other staff members on effectively using the Hellocare platform**

Note: mutually agreed upon project plan, including detailed project tasks/responsibilities and durations will be used to determine activation dates.

4. Stakeholders

Stakeholders				
ROLE	NAME	TITLE	EMAIL	PHONE
Project Manager				
Project Owner				
Senior User				
(Key) User				
(Key) User				

5. Project Framework

5.1 Assumptions

General Project Assumptions

5.1.1 Philips project cost estimates does not attempt to address Customer overhead, internal costs of outside contractors already involved in agreements with Customer.

5.1.2 Responses to a request for information are provided in a timely manner.

5.1.3 All Third-party purchases and contracts that are required for this project will be completed to meet the agreed upon project schedule.

5.1.4 Normal working hours – Philips will make available sufficient personnel to provide the services at the time agreed between Philips and Customer. The services will be performed during business hours, accounting for the time zone of all parties engaged in the implementation.

5.1.5 Substitution of staff – Each party at any time may substitute another person as its representative and will give notice to the other party of such substitution.

5.1.6 Time off – Philips and Customer employees assigned to this project will be entitled to take reasonable time off from the project for development work, training, meetings, holiday, or other reasons. Such time off will be worked into the project schedule.

5.1.7 Any confidentiality agreements, remote access agreements, or network security agreements required by Customer should be presented to Philips for review before signing this Statement of Work.

5.2 Staffing Assumptions

5.2.1 Philips and Customer will ensure adequate project staffing will be available to support the schedule.

5.2.2 Philips and Customer will devote reasonable clinical staff to implement the Hellocare solution.

5.2.3 Customer will devote English speaking resources to engage and collaborate with the Philips project team throughout the project.

5.2.4 Customer will devote reasonable technical staff to ready Customer systems for integration with Hellocare.

5.2.5 Customer project management personnel will be available no more than four-week post SOW signing date to work with Philips personnel to develop the detailed Implementation Plan. Customer's clinical and

technical teams will be available to work with Philips personnel in accordance with the dates indicated in the detailed Implementation Plan.

5.2.6 Appropriate advisory committees and processes will be in place to facilitate the decision-making process.

5.2.7 Philips staff will not be involved in policy making or operating procedure decisions (i.e. patient focus care reengineering).

5.2.8 Customer implementation staff will be the assigned project team for all phased activations. This will ensure consistency in approach and knowledge across all activations.

5.3 Project Management

5.3.1 Philips will be responsible for managing Philips resources and deliverables.

5.3.2 The Implementation Plan will be maintained by Philips. Customer Project Manager will be responsible for managing Customer's resources and third-party system resources. Customer Project Manager and Philips Project Manager shall mutually develop a project status report on a weekly basis. The project status report shall include a status of all tasks appropriate for the time period and any applicable revisions and updates to the project plan.

5.3.3 Customer agrees to provide reasonable office space and equipment for Philips personnel to perform all duties as assigned in the Implementation if/when onsite.

5.4 Project Team Education

5.4.1 Philips training has two components: Applications and Operations (or process) training.

5.5 Philips will provide the following Application training:

Training	Audience	Estimated Duration	Maximum # of Sessions
Hellocare sys admin/technical training	IT support	2 hr	1 Session
Hellocare user training	Clinical users	2 hr	1 Day of sessions, then self-paced online training

5.5.1 Additional technical knowledge will be gained during the deployment of the system. Customer will assign appropriate staff during the deployment to support the implementation.

5.5.2 Additional training can be obtained as an increase to this scope upon the signed, written agreement of the Parties.

5.5.3 Training will be provided in accordance with the timeline set forth in the detailed Project Plan.

6. Deployment

6.1 Customer will ensure that all state and/or local regulatory requirements are met prior to deployment.

6.2 Philips will perform the installation and configuration including:

6.2.1 Setup the Hellocare platform on the designated workstations following Customer's suggestions of the location.

6.2.2 Setup the Hellocare devices in all locations.

6.2.3 Configure the platform settings based on Customer's requirements.

6.2.4 Test the platform installation and ensure proper functionality.

6.3 Customer will collaborate with Philips to ensure the necessary network configuration is in place to ensure connectivity from supporting applications as defined in the interfaces section below.

7. Interfaces

7.1 The Hellocare platform will be customized to align with branding and user interface requirements set forth in this SOW.

7.2 The interfaces set forth in this SOW are based on implementing standard ADT and Notification interfaces in accordance with the scope assumptions set forth below. During the development of Customer interface plan, Philips, and Customer will work together to validate and/or modify these assumptions, as appropriate, to ensure the interfaces are successfully implemented.

7.2.1 The following standard interface message types are being implemented (the direction for all interfaces listed below is in reference to the Hellocare platform):

7.2.1.1 ADT Inbound interface

7.2.1.2 Inbound clinical alerts

7.2.1.3 Outbound clinical alerts

7.2.2 The Hellocare Platform utilizes HL7 V2 as the primary data interface specification for receiving clinical and operational data.

7.2.3 The interfacing to third-party systems must be in production and stable prior to the start of any interface testing. Through the duration of this installation, Customer is advised not to implement replacements or upgrades to any of the above systems that directly interface with the Hellocare system.

7.2.4 The HL7 interfaces, unless otherwise specified, will be accessible online. Customer will work with Philips to ensure that all messages from third party systems are sent in a sufficiently timely manner to support functions required by the Hellocare system.

7.2.5 Customer will work with Philips to ensure all third-party systems interfaced to the Hellocare system can align their appropriate patient identification number and other key fields with those used by the Hellocare system. This SOW assumes that Customer will work with the third-party vendor to resolve any alignment issues via the interface engine and/or procedural change.

7.2.6 Customer will dedicate English speaking HL7 knowledgeable, individuals as coordinators. The coordinator shall be familiar with, and have access to, HL7 interface standards and implementation guides used as a basis for the Hellocare interfaces and the coordinators' responsibilities will include:

7.2.6.1 Participation in kickoff meetings and scheduled conference calls

7.2.6.2 Analysis and configuration of interfaces

7.2.6.3 Developing interface engine code and components

7.2.6.4 Testing and signoff of interfaces from each source system

7.2.6.5 Facilitation of interface review through Customer's approval committee

7.2.6.6 Activation support

8. Site Visit

8.1 All Philips onsite visits/support will be discussed and agreed upon by both Philips and Customer at the start of the project. Any additionally requested onsite visits must be in writing and agreed to in writing by the other party.

9. Activation Support

Philips will be onsite to support the phase 1 activation.

9.1 The Philips resource will provide support for the Customer team as they work to become comfortable with the newly implemented solution and workflows.

9.2 For any/all subsequent activations, Philips will provide onsite or remote activation support as agreed between the parties to ensure the hospital staff team is comfortable with workflow enhancements implemented to support enhanced Hellocare functionality.

9.3 All other Philips implementation team members will provide two days of remote activation support during the initial activation and for all subsequent activations.

10. Solution Support

10.1 Technical Support Services will be provided by Hellocare during the Order Term.

11. Project Scope of Services

11.1 The scope of this SOW is defined to be the delivery of the services outlined below. The scope of each of these services is separated by workstream and will be performed and duplicated in each phase as necessary.

11.2 Project Management

In support of the integration efforts, Philips will provide project management support throughout the duration of each project phase to complete the key project tasks listed below.

11.2.1 Facilitation of the Project Review Meeting to ensure understanding of the contractual agreement and ensure standard processes are in place. During this meeting, the PMs will review the contract, Statement of Work, draft Project Charter, and draft Project Plan.

11.2.2 Facilitation of Project Kickoff Meeting introducing the project to the larger project team. This meeting is intended to introduce the Hellocare project to the assigned project resources, sharing the project scope and timeline, and high-level project considerations.

11.2.3 Facilitation of Weekly Project Team Meeting to synch with project team resources and share project status updates, track open items, and risk, and bring new discussion points forward.

11.2.4 Facilitation of Project Oversight Committee Meeting on an as needed basis to ensure patient care and business goals of Customer senior-level multidisciplinary committee are met.

11.2.5 Create/develop Implementation Project Plan which will outline dates, milestones, tasks, and deliverables that will drive the project, in addition to, the responsible resources. The project plan enables the PM to monitor and control progress as the work proceeds, and therefore will be reviewed with the Customer PM for signoff.

11.2.6 Obtain Milestone Signoffs as the project milestones are reached during the project term. The Philips PM will own initiating signoff, looking to Customer PM to obtain signoff from the appropriate internal resource.

11.2.7 Milestone definition:

11.2.7.1 Activation milestone

11.2.7.2 Implementation project plan milestone

11.2.7.3 Software acceptance milestone

11.2.7.4 Technical acceptance and testing milestone

11.2.8 Create/Manage Activation Plan which outlines the activation support processes and roles as well as the required activities just prior to and during the activation.

11.2.9 Aid in defining Customer Support process via conference call(s) to share Philips Customer Support procedure and ensure the customer support resources are in place prior to activation.

11.3 Clinical Implementation

In support of the integration efforts, Philips will provide a service lead throughout the duration of each project phase to complete the key project tasks listed below.

11.3.1 Facilitation of Clinical Implementation Meetings - to provide clinical project oversight. The focus of this meeting is to:

11.3.1.1 Facilitate discussions related to Hellocare configuration needs and deliverables

11.3.1.2 Identify/gather clinical data collection

11.3.1.3 Plan/complete clinical testing effort

11.3.1.4 Plan applications and operational training and coordinate training schedule

11.3.1.5 Plan clinical activation support

Please note, focused ad hoc meetings will be scheduled as needed.

11.3.2 Guidance for Clinical Validation Testing - to support Customer clinical lead as they work through completing the clinical testing effort needed as part of the final acceptance of the system and defined clinical workflows, noting any deficiencies, and reporting them to the PM.

11.4 Technical Implementation

In support of the integration efforts, Philips will provide a technical lead throughout the duration of each project phase to complete the key project tasks listed below.

11.5 Facilitation of the Technical Kickoff - to begin knowledge exchange by providing Customer with an overview of Hellocare technical requirements, inclusive of server, network and networking requirements, resource roles and responsibilities, and gathering of Customer system information, in order to define best next steps.

11.6 Facilitation of Technical Team Meetings – to provide technical project oversight. The focus of this meeting is to:

11.6.1 Identify/gather technical data collection

11.6.2 Manage/monitor open risks/issues

11.6.3 Plan/complete the technical testing effort

11.6.4 Coordinate technical training

11.6.5 Plan technical activation support

11.7 Facilitation of Workstation Design by partnering with Customer designated staff to setup identified workstations to meet Hellocare workstation requirements.

11.8 Perform installation and configuration of audio/video devices for all in scope patient rooms.

11.9 Complete Technical Acceptance – defined as testing/validation of Hellocare Platform and Workstation coexistence by collaborating with Customer designated staff to perform comprehensive testing/validation of in-room audio video equipment and testing Hellocare platform on the workstation while using other software that will be utilized to ensure the software runs without conflict.

12. Interface Implementation

In support of the integration efforts, Philips will provide an interface lead throughout the duration of each project phase to complete the key project tasks listed below.

12.1 Facilitation of the Interface Kickoff - to begin knowledge exchange by providing Customer with an overview of Hellocare interface requirements, inclusive of outlining the expectations of testing, resource roles and responsibilities, and gathering of Customer system information, in order to define best next steps.

12.2 Facilitation of the Interface Design Meeting – to review Philips interface specifications, required interface data collection, engine coding requirements, and to begin HL7 message analyst to identify potential gaps.

Interface Included in project scope are:

12.2.1 ADT HL-7

12.2.2 Inbound clinical alerts
12.2.3 Outbound clinical alerts

12.3 Facilitation of Interface Team Meetings – enabling focused discussions around the status of the interface implementation, and open interface issues/risk.

12.4 Guidance for Test Plan Development – to support Customer interface lead as he/she works to create a test plan that accounts for behaviors of their internal solutions (Application _____). Please note, Philips has an Interface Test Guide that will be shared to further guide Customer in the creation of this plan.

12.5 Guidance for Interface Testing – to support Customer interface lead as he/she works through completing the interface testing effort needed as part of the final acceptance of the system, noting any deficiencies and reporting them to the PM.

13. Project Roles and Responsibilities

13.1 Philips has found that a clear understanding of roles and role assignments is essential to project success. Outlined below are the Philips roles and the responsibilities of each role in addition to the Customer roles and responsibilities of each role to ensure success of the project.

14. Philips Roles and Responsibilities

Role	Responsibilities
Project Management	• Manages all project scheduling, plan, resources, deliverables, timeline, and critical path milestones. • Acts as the first point of escalation for Hellocare related issues
Clinical Transformation Manager	• Guide the development of clinical workflows and procedures • Conduct clinical training of super users to enable end-user training • Assist during the clinical testing effort
Technical Consultant	• Load/configure Hellocare platform • Install/configure audio/video devices • Conduct technical training • Provide guidance and support during technical acceptance
Interface Analyst	• Conduct the interface mapping and coding effort • Conduct interface training • Provide guidance and support during the interface testing effort

15. Customer Resources and Responsibilities

Role	Responsibilities
Project Management	• Manages assignments, schedules, communication and deliverables for staff assigned to the project • Acts as the primary point of contact for the Philips Project Manager
Clinical Lead (s)	• Serve as an overall point of contact and lead • Coordinate clinical activities during the project such as workflow development, and clinical training and testing efforts
Technical Lead(s)	• Coordinate technical activities associated with in-room install and workstation configuration to meet the project timeline
Interface Lead(s)	• Schedule/Secure testing resources to execute established test plan
System Admin/ Support Staff	• Support Hellocare post activation according to available trainings and product documentation • Execute Helpdesk policies and procedures

Schedule 19-B
OEM Service Level Agreement (Rev 27)

1. Scope of Service Support., OEM provides, the following Support Services during the Order Term:
   1.1 Reporting. Customer shall have the ability to report any incidents relating to the Service by e-mailing or
   1.2 Technical Support. OEM shall provide technical assistance 24 hours a day, 365 days a year via live chat at https://hellocare.ai/help, e-mail at support@solaborate.com and phone: +1 813-324-1858.
   1.3 Remote support. OEM shall provide troubleshooting, testing services, and bug fixes remotely.
2. Software updates. Customer shall receive access to all minor releases of Service as they are delivered or made available to any other third party by OEM. Any deployment updates through the official app distribution channels shall be coordinated and approved prior by Customer. There are two basic types of Software updates:
   2.1 Preventive Software updates. OEM shall regularly install all updates to the Software designed to prevent Software defects and security vulnerabilities in accordance with the procedure set forth in Section 3 below.
   2.2 Corrective Software update. In case of improper functioning of the Software, OEM will install necessary corrections in the Software after prior confirmation from Customer.
3. Software upgrades. Access to all major releases of software and delivery of new versions of Service, as they are delivered or made available to any other third party.
4. Service Level Agreement. OEM agrees to use all commercially reasonable efforts to provide the response and targeted resolution times for any Software defect in accordance with the schedule below.
5. Response and Target Resolution Time Requirements.

Severity Level	Fault Categories	Response Time	Target Restore Time	Root Cause Removal Time
P1	Critical Fault	30 Minutes	4 hours	Work 24/7 until restored or acceptable workaround in place
P2	Major Fault	1 hour	24 hours	5 business days / hotfix
P3	Minor Fault	1 business day	5 business days	10 business days after the target restore time/Next scheduled release or hotfix

"Response time" shall mean the time interval from the receipt of Customer notification of a problem by OEM within Gitlab, or any other service portal maintained by OEM that Customer has been given access to and confirmation of OEM that it has received the problem and starts with analysis of the problem.

"Target Restore Time" shall mean the time interval from the time when the problem is resolved, which substantially enables resumption of the service that is provided by OEM (problem can also be resolved with a temporary solution or workaround).

"Root Cause Removal Time" shall mean the when the permanent fix for the problem is provided to Customer (root cause of the problem is resolved).

6. **Priority Descriptions**.

Priority	Description
Critical / Priority 1	Conditions exist that severely affect the Products or Software. Such problems require immediate corrective action 24 hours a day, 7 days a week. A "Critical Error" is defined as: • An error in the Software or Products in a live environment which results in the Software being rendered inoperable or on which the end-user is unable to perform critical business functions, and for which no temporary workaround is known or available. • An error in the Software or Products causes failure or severe degradation in a live environment that materially and adversely impacts the functionality of the Software or Products and for which no immediate workaround is available. Examples of emergency cases are: • Total outage of the Software • Key functionality not available to over 50% of end users
Major / Priority 2	• Conditions exist that seriously affect Software operation and require attention because of the high possibility to affect end user usage. This may also include a technical request due to some business purposes (product development) or regulatory obligations of Customer. • A "Major fault" is defined as: • Significant loss of Software or Product functionality or the Software has failed to the extent that part of

Priority	Description
	the Software or Products or specific functions are not performing as expected or described in any documentation. • An error causes failure or severe degradation in a live, production environment or during deployment of these environments of one or more functions of the Software that materially and adversely impacts the use by an end user and for which no immediate workaround is available.
Minor / Priority 3	Conditions exist that do not significantly impair the function of the Software or Products and do not significantly affect service to end users, but represent a potential problem or difficulty in utilizing the Software. This may also include a technical request for additional information about system operation, maintenance, administration or service features by Customer. A "Minor fault" is defined as: • An error in the Software and/or Products that is minor in nature; causes minor impact to the end user • An error in the Software or Products that is minor and has no impact to an end user's business and operations.