PHILIPS

# Exhibit 17
## Additional Terms for IntelliSpace Perinatal Software Service Agreements (Rev 27)

**1. Services**.

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

| Coverage Types | Telephone and Remote Support, Interface Support | IntelliSpace Perinatal Software (ISP) Upgrades | Installation Services for Software Upgrades |
|---|---|---|---|
| ISP Essential Service Agreement | Included | Included | Included |

**2. Telephone and Remote Support**.

2.1 Telephone Support. Telephone and Remote Support coverage is included with all service agreements identified in the Exhibit. Technical Telephone and Remote Support coverage Services are available 24 hours per day, 7 days per week including Philips recognized holidays. Clinical Telephone and Remote Support coverage is available Monday through Friday between 8:00 AM and 5:00 PM local time, excluding Philips recognized holidays. Philips Customer Care Support Line Call + 1 800-722-9377.

2.2 Initial Telephone Response. If Philips receives a Customer request for service Monday through Friday between 8:00 AM and 5:00 PM local time, excluding Philips recognized holidays, then Philips will make reasonable efforts to make an initial response within one hour from the receipt of the request. Otherwise, Philips will respond within two hours of the receipt of the original message.

2.3 Remote Access and Diagnostics. Philips may remotely access the Equipment to perform services.

2.4 Customer shall provide Philips access to the Equipment.

2.5 On-Site Software Resolution Response. Philips primary method for software services is telephone and Philips Remote Services. Philips, at its sole discretion, shall provide on-site, as necessary, software support services to resolve software issues that cannot be resolved through Philips' primary resolution method. On-site services (where applicable) are next business day, Monday through Friday, excluding Philips-recognized holidays, 8:00 AM to 5:00 PM local time, and provides for labor and travel necessary for the delivery of corrective Services. On-site Software Resolution is not an installation service for new products.

2.6 Philips Internet-based Customer Support Tools. Philips will provide access to Philips web-based support tool for the System(s) covered under the Service Agreement.

**3. Interface Support**.

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

3.2 If the Philips Equipment, interoperability mapping engine, or Biomedical Equipment is upgraded to the latest version of the existing application, Philips will restore the inbound/outbound communication to the pre-upgrade condition with like-for-like parameters. If incremental parameters or functionality are available as a result of the upgrade and Customer purchases or chooses to use these parameters or functionality, then Customer shall pay the cost of any additional work required to implement and support the new communication capabilities at Philips' then-current standard labor and material rates for such Service.

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

**4. Software Upgrades, Updates, and fixes**.

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

4.1 Software Upgrades and Updates. Philips will provide software updates and upgrades consisting of revisions to, and new versions of, software for existing applications. Third-party software including, but not limited to, operating

system licenses, database software licenses, client access licenses, and anti-virus software is not included. Hardware updates and upgrades are not included. Customer has no right to updates and upgrades that are released before the start date of the Agreement. If the Agreement expires after Philips notifies Customer that an update or upgrade is available, then Customer is entitled to receive the offered update or upgrade for three months following such termination.

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

4.1.2 Hardware updates and upgrades. Software updates and upgrades may require hardware updates or upgrades. Customer is responsible for any such hardware updates or updates. Upgrade installation and clinical support of the installation are subject to the terms of this Agreement.

4.1.3 Customers who have previously taken a specific upgrade entitlement will be responsible for future extensions of this upgrade to new equipment or operating systems. Customer will receive the software and services for new versions once, and they are responsible for additional implementations. Customer will be billed time and material for any additional implementations.

4.2 To receive an upgrade:

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

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

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

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

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

**5. <u>Installation Services for Software Upgrades, Updates, and Fixes</u>.**

5.1 Philips will install the upgrades, updates, or fixes that Customer is entitled to receive under this Agreement either on-site or remotely, at Philips sole discretion, at mutually agreeable time.

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

5.3 Update or upgrade installation and clinical support of the installation shall take place during standard on-site response hours, Monday through Friday between 8:00 AM and 5:00 PM local time, excluding Philips recognized holidays, unless the 24-hour-by-7-day-per-week (includes Philips-recognized holidays) software upgrade implementation option is purchased in addition to the standard agreement. The 24-hour-by-7-day per week option provides after-hours and weekend software update and software upgrade installation and clinical support of the installation. The 24-hour-by-7-day per week option is not available for all Philips products or service agreements. If Customer requires additional installation support or clinical services, then Philips will provide such installation or services to Customer at Philips then-current labor and material rates.

**6. <u>Clinical Education</u>.**

6.1 Philips will perform the clinical support of the installation or clinical education for upgrades, updates, or fixes that Customer is entitled to receive under this Agreement, at a mutually agreeable time. Scope, duration, and delivery methodology of the clinical support of the installation or clinical education will vary by upgrade, update, or fix and will be defined by Philips at Philips sole discretion.

**7. Customer Responsibilities**.

7.1 System Administrator. Customer shall designate an individual(s) to serve as its system administrator ("System Administrator") and an alternate, who will serve as Philips' primary support contacts. These individuals should be familiar with all aspects of training provided by Philips, including end-user and system administrator training. In addition, the Equipment Administrator shall maintain the integrity of the System operation and ensure that proper backup procedures are in place.

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

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

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

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

7.6 Data Reconstruction. Customer shall follow the recommended back-up processes as outlined in the System Installation or Reference Guides. Customer is also responsible for the reconstruction, restoration, retrieval, or recovery of any lost or altered patient records, files, programs, or data. Philips is not responsible for the reconstruction, restoration, retrieval, or recovery of any lost or altered files, data, or programs. For an additional charge based upon published labor and material rates, Philips will offer services on a commercially reasonable efforts basis to reconstruct data.

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

**8. Service Limitations**.

8.1 IntelliSpace Perinatal Software (ISP) Restoration. If the system fails and the ISP application software requires restoration, Customer will reinstall servers and clients, including operating system, by referencing the Installation Checklists found in the ISP product documentation and under the direction of the CCSC. Philips will then reinstall ISP and attempt to rebuild database using Customer owned network base storage backups, to the revision level that existed prior to the malfunction or failure. If Customer-created data backup cannot be used to re-install any data to the Equipment, Customer will hold sole responsibility for the loss of data. Custom or third-party software, custom database configurations or reports, and Customer-written product interfaces are not included. If a system failure is attributed to hardware not supported under the Agreement, Customer shall restore servers and clients, including the operating systems according to IntelliSpace Perinatal specifications, before Philips begins any ISP software restoration efforts. Philips may offer, for an additional charge based upon published labor and material rates, hardware support and software restoration services.

8.2 Anti-Virus Statement. Philips' software is a computer-based medical product and, therefore, may be subject to attack by outside computer viruses. The software required to prevent attack by a computer virus must be constantly monitored and updated. Customer shall install and maintain anti-virus software in accordance with the System Installation or Reference Guide. After installing the software, Customer shall have the burden of proof if it claims that Philips introduced a virus discovered in the software. Customer will pay an additional amount based on Philips' then-current time and materials rates for such work in respect of services rendered in connection with a virus that was not introduced by Philips. Philips shall use reasonable efforts to notify Customer if Philips becomes aware of any virus in the software licensed to Customer under this Agreement.

8.3 Non-Philips Software Assistance. Requests for assistance with hardware, operating systems, communications network, third party software, printer configuration, etc., are outside the scope of this Agreement. However, if Customer's request, then Philips may provide non-Philips software assistance on a time and materials basis, at Philips then-current time and materials rates, as available.

**9. Services Exclusions**.

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

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

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

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

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

9.1.4 Any product that has reached its End of Life.

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

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

9.4 Any network related problems.

9.5 The cost of Consumables, software media, and cassettes.