PHILIPS

Schedule 23
IntelliSpace Cardiovascular Workspace (Rev 27)

Product Category	Products
Enterprise Informatics (EI)	IntelliSpace Cardiovascular Workspace

1. Application of Terms and Conditions of Sale

1.1 This IntelliSpace Cardiovascular Subscription Product-specific Schedule ("Schedule") is subject to and incorporated into the Conditions of Sale. Without limiting the applicability of Section 14.15 (Product Specific Terms) of the Conditions of Sale, the following sections of the Conditions of Sale do not apply to this Schedule: 1.6 (Philips Security Interest Until Full Payment), 2 (Lease and Trade-In), and 4.1 through 4.5 (Product Warranty).

2. Definitions

2.1 "Agreement" means this Schedule, together with the Quotation and the Conditions of Sale.

2.2 "Customer Content" means data and information input by Customer into the Subscription Service or otherwise processed by Customer using the Subscription Service (other than Philips' propriety or confidential information).

2.3 "Data Egress" is defined as data that is extracted from the cloud (e.g. viewing a study/image that exists in the cloud from a workstation).

2.4 "Deliverables" means materials, work products, and documentation provided and/or delivered as part of the Professional Services.

2.5 "Documentation" means the Instructions for Use (IFU) for the Subscription Service provided by Philips as may be updated from time to time by Philips as well as any other written instructions provided by Philips to Customer.

2.6 "Go-Live" means Subscription Service is ready for Customer's use, defined as the first of either of the following to occur: 1) Philips first providing Customer with access to Philips' standard instance of the Subscription Service, as evidenced by Customer's signature of Philips' Customer Acceptance Form or 2) Customer's productive use of the Subscription Service.

2.7 "Maintenance" means the tracing or repairing of defects of the Subscription Service through Updates and Upgrades made available from time to time, at the discretion of Philips, according to the Service Level Agreement.

2.8 "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.

2.9 "Order Term" means the period of time, specified on the Quotation and commencing at Go-Live, during which Customer will have access to the Subscription Service(s) as described on the Quotation.

2.10 "Professional Services" means the services 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 or Maintenance with respect to the Subscription Service or Software. Professional Services shall not include migration of Customer's data, unless specifically mentioned in the SOW.

2.11 "Quotation" means the quotation offered by Philips and accepted by Customer that describes, among other things, the Services, Order Term, volume of Studies, and fees.

2.12 "Renewal Term" means each renewal or extension of an Order Term.

2.13 "Service Level Agreement" means Philips' Service Level Agreement for Subscription Service as of the Order Effective Date, which is attached to this Schedule. Philips reserves the right to publish revisions to the Service Level Agreement from time to time.

2.14 "Services" means, collectively, the Subscription Service and any Professional Services.

2.15 "Statement of Work" or "SOW" means the statement of work made pursuant to and a part of this Agreement, describing the implementation specifications, project plans, or other technical instructions, as applicable and agreed by the parties in writing prior to Philips' commencement of the Services.

2.16 "Study" means a collection of one or more medical images and other clinical data generated for a single patient from a single modality as a single Digital Imaging and Communications in Medicine study unique identifier (DICOM SUID, WAV files or videos) and transformed into a flexible hierarchical representation using the Services.

2.17 "Subscription Service" means the cloud-based application hosted and provided by Philips to Customer on a SaaS basis, including Maintenance and Technical Support Services, all as described in the Documentation and as specified in the Quotation and Service Level Agreement.

2.18 "Technical Support Services" means the technical support services provided by Philips for the Subscription Service according to Philips' current published policy for Technical Support Services, as updated by Philips from time to time. Philips' current Technical Support Services policy is part of the Service Level Agreement.

2.19 "Third-Party Products and Services" means any hardware, software, peripherals, network, content protected by copyrights, or other equipment or services, other than the Subscription Service or Customer Content, that: a) Customer has acquired or may acquire the right to use from a party other than Philips (irrespective of whether it is delivered by Philips), or b) for which Philips is not the original equipment manufacturer.

2.20 "Third-Party Terms" means different or additional terms and conditions governing Customer's use of Third-Party Products and Services as may be supplied directly to Customer by the original equipment manufacturer for such Third-Party Products and Services passed through to Customer by Philips.

2.21 "Update" means a minor release (from .x to .y), including bug fixes or limited enhancements, that is made generally available by Philips to all Subscription Service Customers entitled to the same Subscription Service configuration as Customer.

2.22 "Upgrade" means a major release (from x. to y.) of the Subscription Service that may offer substantial enhancements to Customer's purchased configuration of the Subscription Service and that is made generally available by Philips to all Subscription Service Customers entitled to the same Subscription Service configuration as Customer.

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

3. Subscription Service Access

3.1 Subject to the terms and conditions of this Schedule, including (without limitation) full and timely payment of fees and Customer's compliance with this Schedule Philips will, during the Order Term, make the Subscription Service available to Customer for Customer's own internal operations.

3.2 Subscription Service fees are not contingent on Philips' or Customer's configuration of the Subscription Service, or Customer data acquisition.

3.3 The Subscription Service may not be used in conjunction with more than the volume of Studies stated on the Quotation. Additional Study volumes may be added for the Order Term at Philips' then-current rates.

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 in a manner inconsistent with the Documentation;

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;

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 use of the Subscription Service as described in the Quotation.

4. Deployment

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

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

4.3 Customer will be solely responsible for securing and maintaining adequate internet connection bandwidth in compliance with the Documentation.

4.4 Transitive trust. To enable the Subscription Service, parties will agree (through the SOW) the set-up and implementation of a one- or two-way transitive trust between the hospital domain and the Subscription Service Managed Service.

4.5 The parties understand that certain performance obligations may depend on the prior completion of obligations by the other party. If one party fails to perform its required obligations by the scheduled date or as specified, and this causes a delay, the non-delaying party will be entitled to a reasonable extension equal to the length of the delay caused by the other party.

4.6 Philips may subcontract to contractors of Philips' choice 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 herein.

5. Service Fees

1.1 Unless otherwise specified in the Quotation, Philips will invoice Customer, and Customer will pay such invoice within 30 days of Philips' invoice date.

1.2 Unless otherwise set forth in the Quotation, Subscription Service fees will be invoiced by Philips monthly upon Go-Live.

1.3 In the event Customer has exceeded its use of the Subscription Service beyond the maximum volume threshold of Studies identified on the Quotation, Philips will invoice, and Customer will pay, Philips' then-current Fees for such additional volumes of Studies.

1.4 Subscription Service Fees are not decreased based on actual usage. The Order Term is non-cancelable.

1.5 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 Go-Live. Fees for Renewal Terms will be in accordance with Philips' Quotation for such Renewal Terms provided to Customer not less than 90 days prior to expiration of the current Order or Renewal Term.

1.6 Data Egress. A capped annual Data Egress allowance is 6 times the annual number of Studies in production. Any Data Egress volume exceeding the foregoing annual amount is charged by the cloud services provider to Philips and charged by Philips to Customer on an annual basis ("**Data Egress Overage**"). Data Egress Overages will be invoiced to Customer as part of the Philips cloud data metering process at the current rate of $75 per TB, which may change at the time of quoting.

6. Customer Responsibilities

1.1 Customer is responsible for Customer's own infrastructure necessary to access the Subscription Service, including (but not limited to): (network) connectivity from the site to the hosting provider (AWS), connectivity from/to client workstations and modalities, as well as maintenance for the same. Customer must employ industry-standard virus protection software and security protection for Customer's infrastructure used to access Subscription Service.

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

1.3 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 governance, accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Content in the Subscription Service; (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, and cooperate fully with Philips in any litigation against third parties deemed necessary by Philips to protect Philips' proprietary and contractual rights; and (c) 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.

1.4 Customer agrees to comply with any and all Third-Party Terms as they are disclosed to Customer in writing in connection with Customer's use of Third-Party Products and Services.

1.5 Customer will be responsible for providing and maintaining an image archive that is always accessible to/from the Subscription Service.

2. Warranty

2.1 Philips warrants that the Subscription Service will perform materially in accordance with the Documentation during the Order Term.

2.2 In case of a warranty claim, Customer must promptly notify Philips in writing. Upon receipt of such notice, Philips will use commercially reasonable efforts to repair or modify the Subscription Service to make it perform in accordance with the Documentation. All corrections will be made in accordance with Philips' 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 not less than 30 days, Philips is unable to replace or 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 breach of this warranty.

2.3 This warranty is subject to the provisions of Sections through 4.6 through 4.9 of the Conditions of Sale.

3. Maintenance and Technical Support Services

3.1 Maintenance and Technical Support Services will be provided by Philips to Customer as part of the Subscription Service during the Order Term.

3.2 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.

4. Obsolescence

4.1 Customer acknowledges and agrees that the Subscription Service functionality, features, specifications, and Documentation are subject to change by Philips at any time, provided that Philips will not materially degrade the

functionality or security of the Subscription Service and will provide reasonable advanced notice of any substantial changes.

4.2 Philips may determine that the Subscription Service 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 or Maintenance or Technical Support Services for the same. In such an event, Philips may, with 180 days' prior notice, terminate the Agreement and provide the Customer with a refund for any pre-payments covering periods of the Subscription Service that have not yet been provided.

5. Term and Termination

5.1 Order Term. The Agreement will take effect upon the Order Effective Date. The Order Term is set forth on the Quotation and commences upon Go-Live. Unless otherwise set forth on the Quotation, the Order Term (and each Renewal Term) will renew automatically for a Renewal Term of one year at the Fees provided in Philips renewal Quotation, provided that Customer may opt not to renew an Order Term for any reason with 60 days' written notice prior to the renewal date, and Philips may opt not to renew for any reason with one hundred 180 days' notice prior to the renewal date.

5.2 Either party may terminate an Order Term upon a material breach of this Agreement by the other party if such material breach is not cured within 30 days after receipt of written notice specifying the breach. Termination or expiration of the Order Term will also terminate this Schedule.

5.3 Termination of the Schedule under Section 10.2 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 for the remaining 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, Philips will terminate access to the Subscription Service.

5.4 For a period of 90 days after the effective date of termination or expiration, Philips will make available to Customer for download Customer Content stored in the Subscription Service. 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 such Customer Content in its systems or otherwise in its possession or under its control.

5.5 Notwithstanding Philips' obligation to retain Customer Content in accordance with the terms of this Schedule, all legal obligations and liabilities regarding the retention of patient medical records and other data remain Customer's sole responsibility. In addition, Customer is solely responsible for developing its own records retention policy and for determining the specific retention periods required under local, state and federal laws. Destruction/disposal of protected health information will be carried out, solely by Philips, in accordance with federal and state laws defined in Philips' data retention policy. The schedule for destruction/disposal shall be tolled for records involved in any open investigation, audit, or litigation.

5.6 In addition to any of its other rights or remedies Philips may, at its discretion, suspend the Subscription Service or Professional Services, where Customer has failed to perform any obligation under this Schedule where such breach is irremediable or, if the breach is remediable, 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, as necessary to ensure security of the Subscription Service.

6. Professional Services Terms

6.1 Recommendations Only. 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 will be solely responsible for the decision to implement such advice and any and all outcomes.

6.2 Timelines and Labor Hours. 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.

6.3 Fees, Expenses, and Payment.

6.3.1 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.

6.3.2 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.

6.3.3 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 anticipates that the estimated number of hours will be exceeded, it will use commercially reasonable efforts to inform the Customer in advance.

6.4 License for Use. 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.

6.5 Customer's Responsibilities. Philips' 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:

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

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

6.5.3 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;

6.5.4 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;

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

6.5.6 written feedback promptly upon Philips' request; and

6.5.7 Philips with a Customer representative, in writing, who will be responsible for providing the items described in this Section 11.5 and any other information, materials, or feedback requested by Philips in connection with the Professional Services.

Schedule 23-A
IntelliSpace Cardiovascular Service Level Agreement (Rev 27)

This is the Service Level Agreement describing the Maintenance, Technical Support, and other Services provided for Philips' IntelliSpace Cardiovascular solution (the "**Subscription Service**"). This Agreement is subject to the Subscription Service terms and conditions agreed between the Customer and Philips or the Philips authorized reseller making Subscription Service available to Customer (the "**Agreement**").

1. Service Summary

1.1 Below is a table summarizing the Services offered by Philips as part of the Subscription Service. Optional services are indicated on the Quotation agreed by Philips and Customer.

Topic	Entitlement Description	
Self-Help Resources	User Manuals	
Support Channels	Customer Service Portal (ServiceNow) and Customer Support number	
24x7 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.	Clinical support is available Monday through Friday between 8:00 AM – 5:00 PM local time, excluding Philips-recognized holidays	
Availability	99.9% Subscription Service Uptime (excludes Scheduled and External Downtime)	
Support Initial Response Time	Priority 1	1 hour
	Priority 2	4 Hour
	Priority 3	8 Hours
	Priority 4	5 Days
Maintenance	Upgrades and Updates (Frequency & Timing set by Philips)	
Disaster recovery	Disaster Recovery Protocol and Data Backup	
Reports	When a Priority 1 incident occurs (system down) a root cause analysis will be performed and made available after max. 15 working days	

2. Definitions

2.1 The terms that start with an uppercase letter have the meaning assigned to them in this SLA. Terms that start with an uppercase letter and are used in this SLA, but are not defined therein, have the meaning assigned to them in the Agreement.

2.1.1 **Business Days** means Monday through Friday, excluding Holidays, unless a different working week is recognized by the Philips office located in Customer's country.

2.1.2 **Business Hours** means the hours of 8 AM to 5 PM in Customer's time zone on a Business Day.

2.1.3 **Customer Services Portal** refers to the online portal accessible to customers, where they can report issues and service requests and track the status of those issues and requests.

2.1.4 **External Downtime** means all time that the Subscription Service cannot be accessed by users due to causes beyond Philips' reasonable control including, without limitation: war, terrorism, strikes, fires, floods, governmental restrictions, power failures or surges, Customer network problems, computer viruses or third party actors that circumvent industry-standard virus protection and security measures, disruptions in the Internet or utility service, or manual shutdowns or misuse of the Subscription Service by Customer.

2.1.5 **Holidays** means public holidays recognized by the Philips office(s) for Customer's country.

2.1.6 **Monitoring** means Philips' monitoring of: 1) the Subscription Service database, and 2) the application server and performance including taking actions on risks and trends to avoid impacts to Subscription Service.

2.1.7 **Monthly Fee** means the monthly recurring fees paid each month by Customer for Subscription Service.

2.1.8 **Recovery Point Objective** (RPO) means the targeted length of time between data backup intervals for the purpose of maintaining data that might be lost from the service due to a major disruption.

2.1.9 **Recovery Time Objective** (RTO) is the targeted length of time beginning when the Subscription Service is first down after the Customer reports a failure or disaster occurs and ending when the Subscription Service is restored to service.

2.1.10 **Reports** means the following standard reporting provided by Philips at the Customer Portal for all Customers: Post-Incident Reports and trends reports.

2.1.11 **Scheduled Downtime** includes all the time that the Subscription Service cannot be accessed due to scheduled maintenance including but not limited to: preventative maintenance, application of patches, Updates, Upgrades, Service Packs, scheduled reboots, and restarts. Philips will publish Scheduled Downtime for each calendar year, subject to adjustment by Philips upon one month's prior notice; however, in the event that downtime is required to remedy a critical issue including without limitation: a reportable event to authorities, or a data privacy or security related issue, Customer must permit Scheduled Downtime within 24 hours.

2.1.12 **Security Incident** means the unauthorized access or use of Customer Content.

2.1.13 **Service Pack** means a modification of the software to a different (a) version as set forth in *Figure 1*.

2.1.14 **Unscheduled Downtime** means all time that the Subscription Service cannot be accessed by all authorized users beyond the Standard Point of Demarcation due to a cause that originates within the Subscription Service.. Unscheduled Downtime does not include Scheduled Downtime or External Downtime. Measurement of Unscheduled Downtime begins when Customer first contacts Philips Customer support confirming the existence of Unscheduled Downtime. Philips Customer support will immediately issue and log a trouble ticket upon confirmation of Unscheduled Downtime. Unscheduled Downtime ends when Philips Customer support confirms and records the resumption time of the availability of the Subscription Service.

2.1.15 **Update**. A modification of the existing software to a different Minor (Y) or a different Level (Z) version as set forth in *Figure 1*.

2.1.16 **Upgrade**. A modification of the existing software to a different Major (X) version as set forth in Figure 1.

Subscription Service Software Release Classification (Figure 1)

Type of release	Number	Deployment	Description
Major release (X)	1	By request	An increment to the "Major" number (X) is required due to a release with regulatory significant new features or functions, platform or functions changes, and/or new or changed technology. It can also include changes to the intended use.
Minor release (Y)	1.YY	By request	An increment to the "Minor" number (Y) is required due to release with fixes, enhancements, new features or functions that do not impact software safety or operating efficiency.
Software level release (Z)	1.YY.ZZZZ	By request	An increment to the "Level" number (Z) is required for a release with non-regulatory significant features or function changes to bring the software back to the original specification / intended performance; and that does not impact safety or effectiveness; and where the changed software is fully compatible with the current (unchanged) software.
Service Pack (a)	1.YY.ZZZZ.aa	As necessary	An increment to the "Service Pack" number (a) is required due to corrective maintenance for Customer specific request(s) that need an immediate fix. Service Pack is for a specific Customer or a limited set of Customers. Unlike typical level updates, a service pack is urgently developed and released as soon as practicable to limit the effects of the software issue. It is often released between incremental level updates.

3. **Subscription Service Availability**
   3.1 **Warranty Commencement**. The uptime performance warranty commences 90 days after Go-Live. Calculation of uptime shall be measured monthly thereafter ("Monthly Period"). For purposes of clarification, no months that were previously included in a Monthly Period may in included in the calculation of another Monthly Period.
   3.2 Subject to the remedies set forth in clause 2.3, Philips warrants that the Subscription Service will be available 99.9% of the time during any given calendar month. Uptime for a given calendar month is measured using the following formula:
      3.2.1 ((Total number of minutes in a Monthly Period – Minutes of Unscheduled Downtime) ÷ Total number of minutes in a Monthly Period) × 100%
      For purposes of the uptime performance warranty, a 31-day month has 44,640 minutes; a 30-day month has 43,200 minutes; a 29-day month has 41,760 minutes; and a 28-day month has 40,320 minutes.
4. **Remedy**. In the event Philips misses the Uptime Warranty for any given Monthly Period, Customer will be entitled to a credit towards the next Monthly Fee as specified in *Figure 2*. Credits are calculated as a percentage of the Monthly Fee paid by Customer for the current Monthly Period. The foregoing is Customer's sole and exclusive remedy for any breach of the Uptime Warranty.

Monthly Availability Targets (Figure 2)

Availability Measurement	Monthly Fee Credit
Less than 99.9% but equal to or greater than 99.0%	5%
Less than 99.0% but equal to or greater than 98.0%	10%
Less than 98.0%	15%

5. **Technical Support Services Availability and Service Level**
   5.1 **Response Times**. Response times are measured from the time Customer opens a support ticket with Philips via the Customer Service Portal, until such time as Philips acknowledges to Customer in writing that it is investigating the issue and has assigned a priority level to it. For priority level 3 and 4 issues, the response will be during Business Hours.
   5.2 **Support Team**. Philips maintains a support team providing 24x7 following-the-sun support for priority 1 issues.
   5.3 **Environment Access**. Whenever Customer initiates a case or incident with Philips that requires Sensitive Personal Data access for resolution, Philips will request Customer's consent to access their environment via case incident already opened with Philips via the Customer Services Portal.
   5.4 **Security Incident Communication**. In the event Philips becomes aware of a Security Incident within the scope of the Subscription Service, Philips will initiate an appropriate Security Incident response plan according to Philips' documented security incident response policy. Philips will further notify Customer without delay upon Philips' confirmation of a Security Incident affecting Customer and will provide Customer with all reasonably requested information relating to the Security Incident.
   5.5 **Priority Levels**. Philips' response time will be according to the following Severity Levels as determined by Philips:
      5.5.1 **Priority Level 1**. A system is experiencing a security, privacy, or safety issue, or a severe degradation in or loss of mission capability to an extent and duration that the organization is not able to perform one or more of its primary functions.
      5.5.2 **Priority Level 2**. A system is experiencing degradation in mission capability to an extent and duration that the organization is able to perform its primary functions, but the effectiveness of the functions is significantly reduced.
      5.5.3 **Priority Level 3**. A system is experiencing degradation of non-critical functionality with operational limitations, but has no direct impact on services availability, and a workaround may be available.
      5.5.4 **Priority Level 4**. A system is experiencing an issue with no impact to operational functionality or where a reasonable workaround has been implemented. Through information gathering the analyst will agree upon a designated priority which may be adjusted throughout the lifecycle of the incident as urgency and impact fluctuate.

6. **Disaster Recovery and Data Backup**
   6.1 **Disaster Recovery Protocol.** The disaster recovery protocol will be activated in the event of system downtime or data loss resulting from, for instance, the accidental deletion or corruption of system tables, crash of the cloud infrastructure or a security incident. If Philips initiates the disaster recovery plan, a status of the activity will be sent periodically to the Customer. After completing the recovery of all services, integrity tests will be carried out and the Customer will be notified. Philips will monitor the efficacy of the recovery protocol until confirmation from Customer that the Subscription Service has been reestablished.

6.2 **Data Backup and Restoration.** Customer Content backup is part of the Service offered by Philips. Customer Content daily backups are available for 14 days. The backup allows Customer to recover Customer Content in case of an incident. In the event Customer Content is lost or damaged, Philips will assist Customer in restoring it from the last available backup. Philips does not guarantee or accept liability for the recoverability of Customer Content. The foregoing is Philips' sole obligation and liability with respect to loss and recovery of Customer Content.

6.3 **Recovery Point Objective (RPO)** refers to the maximum targeted time interval between data backups, ensuring that any data lost due to a major disruption can be restored. The RPO is set at 24 hours.

6.4 **Recovery Time Objective.** The Recovery Time Objective (RTO) of the Subscription Service is based on the restoration of the application and environment. The RTO is set at 8 hours.

7. Monthly Maintenance Window. Normally there will be a maximum of 8 hours of Scheduled Downtime every month for preventive maintenance application of patches Updates, Upgrades, Service Packs, scheduled reboots, and restarts. This would be carried out after hours on weekends.

8. Updates, Upgrades, Service Packs

8.1 **Entitlement**. Customer is entitled to Service Packs, Updates and Upgrades during the Order Term. All Service Packs, Updates and Upgrades will be deployed by Philips. Any new versions of the software will first be deployed to the Customer's test environment. Philips will communicate with the Customer to schedule downtime if needed. The new version of software will then be moved by Philips into Customer's production environment upon the mutual agreement of Philips and Customer, taking into account the priority and nature of any issues raised by Customer or discovered by Philips during the validation period. Downtime during version changes will vary based on the scope of the new version. The estimated downtime per version will be shared with Customers as part of the Product release notes.

8.2 **Configuration of Updates and Upgrades**. If any configuration/ parametrization/ integration or training on a version change is required, Customer may incur additional charges. In such case, Philips will first provide a Quotation for Customer's approval. Upon Customer's acceptance of the Quotation, Philips will then provide the Update or Upgrade. Should there be a need for a version change, Customer must contact its Philips account manager.

8.3 **Service Packs**. The Service Pack procedure is initiated in response to the creation of a fix for a problem with the Subscription Service.

8.4 **Infrastructure patching**. Patching of the cloud infrastructure will occur on a monthly basis for Customer. The timing of the regular scheduled maintenance windows for patching will be coordinated via the Philips product support team and Customer.