Schedule 17
Acute Care Informatics (ACI) (Rev 27)

	Capsule Integration	Capsule Monitor	Capsule Surveillance
Capsule Perpetual Licensed Software Products (requires purchase of annual maintenance and support)	• Capsule Connectivity • Capsule Advanced Integration	• Capsule Early Warning Scoring System	
Capsule Subscription Services	• Capsule Connectivity		• Capsule Surveillance • Capsule Reporting & Analytics
Capsule Hardware	• Neuron • Axon 110, 410, and 810 • Power supplies & cords • Cable sets	• Chart Xpress bundle • Vitals Plus bundle • Barcode Scanner • Roll Stand & wall mount • Proximity Card Reader Kit • Barcode scanner	
Consumables		• Capnography lines	
Services	• Project Management • System Implementation • Field Service • Integration Testing • Go-Live Support	• Project Management • System Implementation • Field Service • Integration Testing • Go-Live Support • Clinical Specialist • Clinical Training	• Project Management • System Implementation • Field Service • Integration Testing • Go-Live Support • Clinical Specialist • Clinical Training • Clinical Data Scientist

1. Application of the Conditions of Sale

1.1 Without limiting the applicability of Section 14.15 (Product Specific Terms), the following sections of the Conditions of Sale do not apply to this Schedule: 2 (Leases and Trade-In), 4 (Product Warranty), and 9 (Licensed Software).

2. Definitions

2.1 "Capsule Surveillance Software" means the specific Capsule Surveillance software products identified in an Order.

2.2 "Capsule Software" means the specific Capsule Software products identified on an Order. The Capsule Software also includes DDIs, Documentation and any Updates for such products provided to Customer pursuant to this Agreement. Capsule Software includes Capsule Surveillance Software unless otherwise indicated in this Agreement.

2.3 "Customer Portal" means the web accessible customer portal where Customer can download the licensed Capsule Software, access documentation and other support tools related to the Capsule products and services.

2.4 "DDI" means a software module used as part of the Capsule Software to connect to a specific Medical Device or hospital information system. The Capsule Software is typically installed with multiple DDIs which can be used simultaneously. "DDI Library" means the collection of DDIs available on Philips' website.

2.5 "Documentation" means the user's guide, programmer's guide and help files included with the Capsule Software.

2.6 "Error" means a defect or malfunction consisting of reproducible behavior by the Capsule Software that does not correspond to the Documentation and that obstructs the use of the Capsule Software.

2.7 "Facility" means Customer's hospital or other health care facility located at the "ship to" address on an Order.

2.8 "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 or 2) Customer's productive use of the Subscription Service.

2.9 "Hardware" means the hardware and accessories sold by Philips to Customer.

2.10 "License" means the right to use the Capsule Software in the Facility to connect Medical Devices to hospital information systems. The types of Licenses available as of the Effective Date are described in Schedule 17-D and subject to the terms set forth in Schedule 17-D. Licenses are specific to the Facility for which they are purchased and may not be transferred between Facilities without Philips' prior written consent. The types and numbers of Licenses being purchased by Customer are specified in an Order.

2.11 "Medical Device" means a device that collects medical data via sensors or manual entry and for which Philips has a current DDI available.

2.12 **"**Order" means Schedule 17-A to this Agreement or a subsequent order either signed by Customer or issued by Customer and accepted by Philips.

2.13 "Order Effective Date" means the date of the Quotation for Customer, made pursuant to these Terms and Conditions, is accepted by Customer, as evidenced by the signature of Customer's authorized representative on such Quotation.

2.14 "Subscription Service" means those Capsule Software products that, if purchased by Customer, are provided on a subscription basis for the term set forth on the order, and not as perpetual Licenses.

2.15 "Support" means Philips' support and maintenance of the Capsule Software, as more fully described in Section 6 and Schedule 17-E.

2.16 "Update" means an updated version of the specific Capsule Software products licensed to Customer pursuant to this Agreement, including fixes, enhancements and new releases, but excluding anything that Philips licenses as a separate product.

3. Capsule Software License

3.1 License Grant. Philips grants to Customer a non-exclusive, non-transferable right to use the Capsule Software subject to Customer complying with the terms and conditions of this Agreement, including payment for the proper number and type of Licenses. The specific type of license granted to Customer, as more fully described on Schedule 17-D, shall be set forth in the applicable order.

4. Fees, Invoicing and Payment

4.1 **License Fees**. Customer shall pay Philips the License fees set forth on an Order for any License(s) purchased hereunder. Unless otherwise set forth on an Order, License fees for any License(s) will be invoiced upon execution of this Agreement or Philips' acceptance of a subsequent Order for Licenses.

4.2 **Subscription Service Fees & Renewal**. Customer shall pay Philips the fees set forth on an Order for the initial Subscription Service term. Unless otherwise set forth on an Order, Subscription Service fees for the first year will be invoiced upon the Subscription Services start date as set forth in Section 5.1.3. Subscription Services renewal fees are invoiced annually, 60 days in advance of the anniversary of the Subscription Services start date as set forth in Section 5.1.3. Annual Subscription Service fees, including for Capsule Surveillance Software, 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 invoice date. Notwithstanding anything to the contrary in this Section 4.2, and for the avoidance of doubt, the Capsule Surveillance Software subscription start date is upon the go-live date of Surveillance Software being activated for Licensee ("Surveillance Subscription License Start Date") for a mandatory 5-year term ("Initial Surveillance Subscription Term"). The Capsule Surveillance Software subscription will be invoiced automatically each year upon the Initial Surveillance Subscription License Start Date anniversary. After the expiration of the Initial Surveillance Subscription Term, the subscription will be renewed and invoiced automatically each year unless Customer or Philips provides 60 days' prior written notice before the next annual term begins. Philips is not obliged to provide Capsule Surveillance Software subscription service beyond the expiration date of an applicable Surveillance Subscription Term.

4.3 **Annual Support Fees and Renewal**. Customer shall pay Philips the fees set forth on an Order for the initial annual Support term. Unless otherwise set forth on an Order, the initial annual Support term fees will be invoiced upon the Support term start date as set forth in Section 6.1.3. Support renewal fees are invoiced annually, 60 days in advance of the anniversary of the Support term start date. Annual Support 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 renewal invoice date.

4.4 **Hardware Fees**. Customer shall pay Philips the Hardware fees set forth on an Order. Individual per unit Hardware prices exclude shipping and handling costs; actual shipping and handling costs are prepaid by Philips and charged back to Customer, and will be separately itemized on the related invoice. Unless otherwise set forth on an Order, Hardware fees and related shipping and handling costs will be invoiced upon delivery of the Hardware.

4.5 **Professional Services Fees**. Customer shall pay Philips the Professional Services fees agreed to by the parties in a Statement of Work (SOW) or an Order accepted by Philips. Unless otherwise set forth on an Order, Philips shall invoice Customer for the actual Services Fees and related travel expenses incurred in a month, on a monthly basis, in arrears.

4.6 **Payment**. Customer shall pay all fees within 30 days from Philips' invoice date. Customer will issue any purchase orders and payments due hereunder to Philips according to the payment instructions provided by Philips.

5. Delivery and Acceptance

5.1 **Software**.

5.1.1 Upon execution of this Agreement, Customer will be granted access to the Customer Portal on Philips' website so that Customer can download the Capsule Software and Documentation. The License for Capsule Software listed on the order will be deemed delivered and accepted upon Customer's being provided with such access. Acceptance of subsequent Licenses or additional Capsule Software products occurs upon Philips' acceptance of an Order for those Licenses or products.

5.1.2 Upon installation by Customer, the Capsule Software will generate a code. Customer will use that code in Philips' automatic key generation tool to create the corresponding unique key ("Site Key"). Upon input of the Site Key, the Capsule Software will be activated. A separate Site Key is required for each server on which the Capsule Software is installed and for each new Capsule Software product. Instructions for activation will be sent to the email address indicated in the "ship to" box on an Order, unless another email address is clearly identified on the Order for this purpose.

5.1.3 Unless otherwise set forth on an Order, the initial term for the Subscription Service starts on Go-Live date. Unless otherwise specified in writing, the production license key will be delivered within 90 days of the Order, and the duration of the Subscription Service term shall be five years. The term for subsequent, additional purchases of Subscription Service starts upon Philips' acceptance of a subsequent Order. Renewal terms are annual in duration and are invoiced as set forth in Section 4.2.

5.1.4 If Customer fails to order a renewal for Subscription Service or orders Subscription Service but fails to pay the required Subscription Service fee within the required payment period, Philips will apply reinstatement fees. The Subscription Service Reinstatement Fee is equal to two times the amount of the Subscription Service fee that should have been paid during the lapsed period ("Lapsed Subscription Service Fee"). The amount of the Lapsed Subscription Service is determined by multiplying the Annual Subscription Service Fee as of the date of reinstatement, by the number of months that Subscription Services have expired ("Lapsed Period Ratio") divided by 12 and then multiplied by 2. For a lapsed period that is not in whole months, the Lapsed Period Ratio can be prorated by the number of days in the month by which the Subscription services have expired divided by the number of days in the respective month; Plus, The Subscription Service Fee (as of the date of reinstatement) for the new Subscription Term.

5.2 **Hardware**

5.2.1 Philips will ship Hardware in accordance with Incoterms – Carriage and Insurance Paid To (CIP). If Customer agrees to any other terms of delivery, additional costs shall be for the account of Customer. Title (subject to Section 1.6 addressing Philips' security interest) and risk of loss to Hardware passes to Customer upon delivery to the shipping carrier. However, Philips shall pay the cost of freight and risk insurance (during transport to destination). Customer shall obtain and pay for insurance covering such risks at destination. Unless otherwise specified in writing, the parties agree that all hardware purchased on an Order will be delivered within 12 months of the date of Order.

5.2.2 Acceptance of Hardware occurs upon delivery to Customer. Any discrepancies between the Hardware received and Customer's order, or (ii) any damage to the Hardware suffered prior to delivery will be handled under the limited warranty in Section 8.2.

5.3 **Professional Services and Implementation**

5.3.1 Customer is responsible for procuring, installing, configuring and maintaining the Medical Devices, hardware, software, computer network and communications services needed to run the Capsule Software and Hardware, except in the case of Capsule Surveillance Software which shall be installed by Philips pursuant to the terms of Section 5.3.3 below.

5.3.2 Customer is responsible for installing the Capsule Software and Hardware components, physically connecting the Medical Devices, configuring the Capsule Software, integrating the Capsule Software to the medical software, and performing all necessary tests on the installation. Customer may request that Philips assist with the implementation, but Customer has responsibility for final testing and approval of the Capsule Software and Hardware prior to use with patients.

5.3.3 In connection with Capsule Surveillance Software licensed under this Agreement, or in the event that Customer wishes Philips to assist with implementation of the Capsule Software license(s) purchased on the

order or a subsequent Order, the Professional Services will be agreed to by the parties in a Statement of Work (SOW).

6. Support

6.1 Software Support Program

6.1.1 Philips' Support program for the Capsule Software, including contact information, service levels and excluded services, is set forth in Schedule 17-E. Support does not include maintenance or repair of Hardware. Terms of the Hardware Warranty are set forth in Schedule 17-F.

6.1.2 Upon execution of this Agreement, Customer will be granted access to the Customer Portal on Philips' website so that Customer can download Updates and DDIs and gain access to the knowledge base and other support tools available for the Capsule Software.

6.1.3 Unless otherwise set forth on an Order, the annual Support term for the initial software purchase starts 90 days after the Order Effective Date. The annual Support term for subsequent License purchases starts upon Philips' acceptance of the Order for the additional Licenses. Unless otherwise agreed to in writing, the mandatory initial Annual Support term is 36 months in duration.

6.1.4 Support Renewal Term: Unless otherwise agreed to in writing, a Support Renewal Term shall be 12 months in duration, and will be invoiced at the dates and fees as set forth in Section 4.3. As long as Philips offers support for the Capsule Software version used by Customer and Customer has paid the applicable Support fees, Philips will provide Support to Customer.

6.2 Updates and Upgrades

6.2.1 Any Updates or upgrades to the Capsule Software are owned by Philips, even if made at the request of, or solely for the use of Customer, and may be made available to other Philips customers.

6.2.2 Updates: As long as Customer has paid the applicable Support fees, Customer will have access, at no additional charge, to any Update that Philips makes generally available.

6.3 DDIs

6.3.1 As long as Customer has paid the applicable Support fees, Customer will have unlimited access to the DDI Library to download DDIs.

6.3.2 Upon Customer's request, Philips will determine the feasibility, in Philips' sole discretion and judgment, of developing new DDIs. Development of DDIs is not part of Support and may be subject to payment of additional fees. Once developed and made available to Customer, support of such DDIs will be covered by Support. New DDIs are owned by Philips and may be made available to other Philips customers as part of the DDI Library.

6.4 Support Lapse and Reinstatement Fee

6.4.1 Philips is not required to provide Support beyond the end of the applicable Support term.

6.4.2 If Customer fails to order Support services for Capsule Software, or orders Support services but fails to pay the required support fee within the required payment period, Philips will apply reinstatement fees.

6.4.3 The reinstatement of fee is equal to two times the amount of the Support fee that should have been paid during the lapsed period ("Lapsed Support Fee"). The amount of the Lapsed Support Fee is determined by multiplying the Annual Support Fee as of the date of reinstatement, by the number of months that the Support services have expired ("Lapsed Period Ratio") divided by 12 and then multiplied by 2. For a lapsed period that is not in whole months, the Lapsed Period Ratio can be prorated by the number of days in the month by which the support services have expired divided by the number of days in the respective month; Plus, The Annual Support Fee (as of the date of reinstatement) for the new Support Period.

6.4.4 In circumstances where Customer has purchased Support and has failed to purchase a sufficient quantity of licenses to account for its actual usage of the Capsule Software, in addition to paying all applicable additional license fees to account for the license shortfall, Customer will be required to pay maintenance and Support reinstatement fees for the additional licenses necessary to rectify the shortfall. This reinstatement fee will be calculated based on the formula in 6.4.3 above applying a minimum of two years as the lapsed period.

7. Intellectual Property

7.1 **Ownership.** Capsule Software is licensed to and not owned by Customer. Customer acknowledges that the Capsule Software, and the technology in the Hardware, including any Updates, upgrades, or improvements thereto, is owned by and proprietary to Philips and Philips' suppliers, including all applicable rights to patents, copyrights, trade secrets and trademarks. The Capsule Software is protected by United States and international copyright laws, as well as other laws related to the protection of rights in intellectual property. Philips shall at all times retain sole and exclusive ownership of the Capsule Software (and all whole or partial copies thereof), including all intellectual

property rights therein. Philips reserves all rights not specifically granted under this Agreement. Nothing in this Agreement shall be construed as granting Customer any right or license to the Capsule Software, or under any intellectual property right of Philips (including any rights Philips may have in any patents, copyrights, trademarks, service marks or any trade secrets), by implication, estoppel or otherwise, except as expressly set forth in this Agreement. Customer shall not remove any copyright notices, patent markings, restricted right notices, restricted rights legends or other notices from the Capsule Software or Hardware without prior written permission. Nothing herein will be construed to assign or transfer any intellectual property rights in the Capsule Software or Hardware, or to license any rights other than as expressly set forth in this Agreement.

7.2 **No Reverse Engineering.** Customer shall not reverse engineer, decompile, disassemble or otherwise attempt to discover or derive the source code or other underlying intellectual property of the Capsule Software or Hardware. Customer shall not create derivative works of the Capsule Software or combine the Capsule Software with other software.

7.3 **Copies.** Customer may make a reasonable number of copies of the Capsule Software for testing, backup and archival purposes, provided that in no event may Customer be running more copies of the Capsule Software in production than it has paid for Licenses. Customer shall not create copies or derivative works of the Documentation, including but not limited to the DDI help files, other than for its own internal use.

7.4 **No Sublicensing.** Unless otherwise expressly agreed in advance in writing by Philips, Customer shall not sublicense the Capsule Software to a third-party.

7.5 **Audit.** During the term of this Agreement and for five years after termination, Philips may audit Customer's use of the Capsule Software. Audits may be requested once in any 12-month period with 10 days' advanced written notice. Customer will cooperate with the audit, including by providing access to any books, computers, records or other information relating to use of the Capsule Software. Audits will take place during normal business hours and will not unreasonably interfere with Customer's business activities. In the event an audit reveals unauthorized use of the Capsule Software, Customer will immediately correct such unauthorized use and reimburse Philips for the reasonable cost of the audit, in addition to such other rights and remedies as Philips may have.

8. Warranty

8.1 **Capsule Software Warranty.** Philips warrants that each Capsule Software product will perform substantially in compliance with the then-current Documentation during the warranty period as follows: (1) for Capsule Software other than Capsule Surveillance Software, for a period of 90 days from: activation of the first Site Key or, in the event there is no Site Key for the Capsule Software, then 90 days from the Order Effective Date, and (2) for Capsule Surveillance Software, for a period of 90 days from the Surveillance Subscription License Start Date. Customer's remedy for any material non-compliance with this warranty will be for Philips to modify, repair or replace the Capsule Software to cure such non-compliance, or, if Philips cannot cure the non-compliance, Philips will refund the amount Customer has paid for the non-compliant Capsule Software and terminate this Agreement.

8.2 **Hardware Warranty.** Philips warrants for the period set forth in Schedule 17-F from delivery to Licensee that the Hardware (i) is free of material defects in material and workmanship and will perform substantially in compliance with its Documentation, and (ii) is free and clear of all liens and encumbrances (other than those created or incurred by Licensee). Licensee's remedy for any material non-compliance will be for Philips to repair or replace the non-compliant Hardware to cure such non-compliance, or, if Philips cannot cure the non-compliance, Philips will refund the amount Licensee has paid for the non-compliant Hardware. This warranty is subject to the conditions and procedures set forth in Schedule 17-F.

8.3 **Professional Services Warranty.** Philips warrants for a period of 90 days after performance of a particular service that Support and any other services performed by Philips will be of professional quality conforming to generally accepted industry standards. Customer's remedy in the event of any material non-compliance will be for Philips to re-perform the non-compliant services at no cost to Customer or, if re-performance of the services is not feasible, Philips will refund the amount Customer has paid for the non-compliant services.

8.4 **Limitations.** Except as otherwise specifically provided herein, Philips does not warrant that the Capsule Software will meet the requirements of Customer or that operation of the Capsule Software will be uninterrupted or error free. The remedies set forth in the warranties above state Philips' sole obligations, and Customer's sole remedies, with respect to the warranties set forth in this Section 8.

9. Limitation of Liability

9.1 **Exclusions.** Without limiting the provisions of Section 5 of the Conditions of Sale, Philips will not be liable for any claims or other damages or losses to Customer or any third-party resulting from (a) modification of the Capsule Software or Hardware without the express written consent of Philips, (b) use of the Capsule Software or Hardware

inconsistent with, or beyond the scope of, the Intended Use as defined in the applicable Philips Documentation or applicable laws, (c) connection of the Capsule Software or Hardware with unsupported, defective or misconfigured medical devices, hardware, software, computer network, power or communications services, (d) use of the Capsule Software without an Update that would have prevented such claim (whether or not Customer is paying for Support), (e) interruptions or errors in data or connectivity not caused or controlled by Philips, and (f) claims relating to any content, data, trademarks, logos or other branding provided by Customer or third parties.

10. Protected Health Information

10.1 Philips may store and de-identify the data collected or transmitted by the Capsule Software for the purpose of monitoring Philips system performance, bench marking, development of Philips analytics, and for any other Philips business purpose. All Protected Health Information in such data shall be de-identified in accordance with HIPAA. Once de-identified to this standard, the de-identified data will be Philips' proprietary confidential information.

11. Term and Termination

11.1 **Termination.** The Parties may terminate this Agreement and/or the Licenses set forth herein only as follows:

11.1.1 Either Party may terminate this Agreement and the Licenses if the other Party breaches this Agreement and such breach is not cured within 30 days after receipt of written notice specifying the breach.

11.1.2 Perpetual Licenses are not subject to termination except as set forth in Section 11.1.1 above.

11.1.3 Subscription Services Licenses may be terminated (i) by Customer upon written notice to Philips at least 60 days before the end of the term, or (ii) by Philips for non-payment of fees 30 days after written notice to Customer. Unless termination is based upon Philips' uncured material breach of the Agreement, Customer will not be eligible for any refund of fees already paid, and as to Capsule Surveillance Software, Customer must pay for the entire Surveillance Subscription Term. Termination of Subscription Services does not terminate the Agreement or the Licenses for other Capsule Software.

11.1.4 Support is not perpetual and may be terminated (i) by Customer at any time upon written notice to Philips, or (ii) by Philips for non-payment of fees 30 days after written notice to Customer. Customer will not be eligible for any refund of fees already paid. Termination of Support does not terminate the Agreement or the Licenses for Capsule Software.

11.2 **Effect of Termination.** Termination of this Agreement will terminate all Licenses and will not relieve Customer of its obligation to make any payment due prior to the effective date of termination. Except as otherwise set forth herein, Customer will not be eligible for any refund of fees already paid as a result of termination of this Agreement or any License. Immediately upon termination of this Agreement or any License, Customer will uninstall and destroy all copies.

11.3 **Survival.** Sections 3, 7, 8.4, 9, 10, and 11.2 and will survive termination of this Agreement according to their terms, and such other provisions that so indicate or, by their nature should reasonably be presumed to survive termination or expiration of this Agreement.

Schedule 17-A
Acute Care Informatics (ACI)
Order (Rev 27)

[Current, unexpired Quotation(s) to be added when final]

Schedule 17-B
Acute Care Informatics (ACI)
Statement of Work (Rev 27)

[to be added when final]
** Must include named facilities*
** Must be signed by both parties*

Schedule 17-C
[Intentionally omitted]

Schedule 17-D
Acute Care Informatics (ACI)
Licenses (Rev 27)

1. Philips Licenses: Philips markets three types of connectivity licenses to enable the Capsule Software application that is deployed on a hospital-provided server. Connectivity Licenses are perpetual, and subject to the conditions of the Agreement. Customer's Connectivity License must be set forth in an Order.

TYPE OF CONNECTIVITY LICENSE	DESCRIPTION
Facility	The Facility Connectivity License provides Licensee the right to collect data from an unlimited number of medical devices per bed, for all licensed beds in the Licensee's Facility as of the effective date of the Facility Connectivity License. This Facility Connectivity License includes non-bed instances such as the emergency, pre-op, OR, and PACU departments, and up to 10% increase of licensed beds above the number indicated in the Order within the same Facility. The Facility Connectivity License is priced per licensed hospital bed, and all licensed beds in the covered facilities must be purchased on a single agreement. If outpatient facilities are included in the scope of integration, their patient locations must be included in the total licensed bed count. The Facility Connectivity License gives Customer the right to use all client side applications.
Multi-Connect License	The Multi-Connect License provides Licensee the right to collect data from an unlimited number of medical devices per bed, for the number of beds licensed in an Order. This license provides Licensee the right to connect to medical devices in three different configurations 1. Connectivity hub (e.g., Neuron, Axon, Client) connected to the wall in the patient room. 2. Neuron connected to the medical device (e.g., ventilator, anesthesia gas machine). 3. Network connected medical devices where no connectivity hub is required
General Care Connectivity License	The General Care Connectivity License provides Licensee the right to collect data from a vital signs monitor. This monitor can be connected in 3 ways 1. Neuron Chart Xpress Deployment 2. Neuron SmartLinx Vitals Plus deployment 3. Network connected medical devices where no Philips connectivity hub is required (e.g. Philips VS3 wirelessly connected to network). The General Care Connectivity License is licensed per monitor or Neuron, not per bed.

2. **CAPSULE – PERPETUAL LICENSES**

2.1 Philips offers the following software products, which are licensed perpetually, subject to the terms of the Agreement. Each product must be set forth in an Order.

2.1.1 Capsule Connectivity

2.1.2 Capsule Neuron applications: Capsule Vitals Stream, Capsule Chart Xpress and SmartLinx Vitals Plus

2.1.3 Capsule Early Warning Scoring System, which is licensed per Capsule Neuron to which the application is activated

2.1.4 Capsule Advanced Integration

3. **CAPSULE – SUBSCRIPTION SERVICES LICENSES**

3.1 Philips offers the following software products, subject to the terms of this Agreement. Subscription Services are licensed on a per-bed basis unless otherwise noted. Each product must be set forth in an Order.

3.1.1 Capsule Connectivity (licensed on an initial 5-year term)

3.1.2 Capsule Surveillance Software (licensed on an initial 5-year term)

PHILIPS

Schedule 17-E
Acute Care Informatics (ACI)
Support (Rev 27)

1. **Scope of Support**.
   1.1 Support is available for the current and two previous major releases (e.g., versions 6.x and 7.x when the current release is version 8.x) of the Capsule Software, up to a maximum of three years from the general availability release of each major version.
   1.2 Support is available on a 24 x 7 basis.
   1.3 Support will be provided remotely, which includes telephone, email and Philips' Customer Portal (to download Updates and access the Support knowledge base). If needed, with Customer's permission, Philips may use remote access to an on-site installation through WebEx or another mutually agreeable equivalent that does not require on-site access by Philips.
   1.4 On-site Support will be provided only if Philips determines it cannot resolve an issue remotely, in which case Philips will come on-site without charge to Customer.
   1.5 Support does not include:
      1.5.1 On-site maintenance or support (except as stated above).
      1.5.2 Philips Hardware or any third-party products or services.
      1.5.3 Errors resulting from use of the Capsule Software contrary to the Documentation (such as use with unsupported software or hardware), abuse, willful destruction or failure to install an Update provided by Philips.
      1.5.4 Removal of errors due to modifications or attempted servicing by any party other than Philips.

2. **Conditions of Support**.
   2.1 Customer will designate one or more named Capsule Software systems administrators who will maintain the system configuration, install drivers and perform upgrades as needed, administer back-ups and replace hardware. The System Administrators will function as the primary support contacts for Philips.
   2.2 Customer will communicate with Philips for Support Services solely through Philips' technical support helpdesk at *support@capsuletech.com* or other address provided by Philips. Level 1 or 2 Errors may be reported by phone at 800-260-9537.
   2.3 Updates will be provided to Customer via download from Philips' website.

3. **Billable Support**.
   1.1 Requests for
      3.1.1 assistance concerning problems with the operation of third-party hardware or software;
      3.1.2 modification, customization or enhancement of the Capsule Software; or,
      3.1.3 other services not included in Support pursuant to Section 1 above, will be billed at Philips' then-current rates. Philips and Customer will agree in advance prior to any billable services being provided.

4. **Customer Responsibilities**.
   4.1 Customer will log in to the Philips' Customer Portal on a regular basis in order to obtain the most recent Updates, Documentation and other current information concerning Philips Products. Philips recommends logging in at least once a month and installing the most current Updates.
   4.2 Customer will provide Philips with all the means and information reasonably required to facilitate Philips' Support, including but not limited to providing Philips with remote access to the Capsule Software installation, if needed, and assisting in on-site troubleshooting.
   4.3 Customer is responsible for implementing a standard backup policy to ensure the backup of all data, files and programs in order to prevent any loss, destruction or alteration of such work.

5. **Service Levels**.
   5.1 **Level of Priority**. A level of priority will be assigned by Philips for each support request received by the helpdesk based on the following criteria:

INCIDENT DESCRIPTION	RESPONSE PRIORITY
Customer reports an Error that causes critical system components to be down interrupting business continuity. *Production Environment only	**Critical = 1**

INCIDENT DESCRIPTION	RESPONSE PRIORITY
Customer reports an Error that prevents users from performing routine daily tasks. *Test or Production Environments	**High = 2**
Customer reports an Error that affects non-critical components or causes some annoyance but does not affect productivity. *Test or Production Environments	**Medium = 3**
Customer reports an issue creating minor annoyance or cosmetic defect. *Test or Production Environments	**Low = 4**

5.2 If a temporary workaround exists, the Error will be assigned to the next lower priority level.

5.2.1 Response Time.

	PRIORITY 1	PRIORITY 2	PRIORITY 3	PRIORITY 4
Initial Response	1 Hour	2 Hours	12 Hours	Next Business Day
Status Update Frequency	Daily	Every 2 Days	Monthly	Upon Request
Objective for Resolution	3 Days	10 Days	Next Release	At Philips' Discretion

5.2.2 **Response.**

5.2.2.1 (Once Philips has determined that the issue is caused by the Capsule Software, Philips will make reasonable efforts to determine the root cause and resolve the Error. The resolution timeframe provided above states Philips' objective for (A) resolving the Error, (B) providing a correction, or (C) providing a workaround. If a permanent resolution cannot be delivered within the timeframe, Philips will provide a work plan for resolving the Error and will execute upon that work plan.

5.2.2.2 Customer understands that certain portions of the Capsule Software are subject to FDA or other regulatory compliance requirements and that no software correction can be implemented in a production environment until it has passed Philips' validation process. The timeframe to resolve an issue will depend not only on the issue itself, but also on the time required to perform an appropriate validation.

6. Escalation**.** If Customer does not receive the initial response, status update or resolution within the timeframes set forth in 5(b), or otherwise has a Support issue that is not resolved within a reasonable time within normal channels, Customer may escalate to the next higher Philips employee listed below.

POSITION	NAME	CONTACT DETAILS
General Support		support@capsuletech.com | 800-260-9537
Sr. Manager, Technical Support	Jody Bregler	Jody.Bregler@philips.com | 978-482-2312
VP, Professional Services	John Mchutcheon	John.Mchutcheon@philips.com | 978-482-2308

Schedule 17-F
Acute Care Informatics (ACI)
Hardware Warranty Terms (Rev 27)

The Warranty Terms below apply to Capsule Hardware purchased starting from July 2016. Hardware purchased prior to that time is governed by the warranty in effect at the time of sale.

	Standard Warranty Duration	Extended Warranty Duration, if purchased (within 12 months of order issuance)
SmartLinx Axon 110, 410, 810	▪ 1 year	▪ Up to 5 years total (4 years beyond Standard Warranty)
Philips Axon 120, 420, 421, 820	▪ 1 year	▪ Up to 5 years total (4 years beyond Standard Warranty)
SmartLinx Device Identification Module	▪ 1 year	▪ None
Cables *(serial and patch)*, **power cords, power supplies**	▪ 1 year	▪ None
Mounting solutions *(wall mounts or extended poles)*	▪ 1 year	▪ None
Refurbished SmartLinx Neuron 2	▪ 2 years for device ▪ 1 year for batteries (internal or external)	▪ None
SmartLinx Neuron 3	▪ 2 years for device ▪ 1 year for batteries (internal or external)	▪ Up to 5 years total (3 years beyond Standard Warranty) for device ▪ None for batteries
SmartLinx Neuron 3 Connectivity Modules	▪ 2 years for device	▪ Up to 5 years total (3 years beyond Standard Warranty) for device
SmartLinx Dual Battery Dock	▪ 2 years (not including batteries)	▪ Up to 5 years total (3 years beyond Standard Warranty)
SmartLinx Standalone Dual EXTBAT AC Charger	▪ 2 years (not including batteries)	▪ Up to 5 years total (3 years beyond Standard Warranty)
SmartLinx NIBP Module & SunTech Accessories (on Neuron 2)	▪ 2 years for NIBP module ▪ 2 years for connector cover ▪ 2 years for OPD reusable cuffs ▪ 1 year for 3M hose ▪ No warranty for disposables and vinyl cuffs (however, Philips will replace if the product is damaged during transport to Licensee)	▪ Up to 5 years total (3 years beyond Standard Warranty) for NIBP module and connector cover ▪ None for other accessories
SmartLinx Alarm Hub	▪ 2 years	▪ Up to 5 years total (3 years beyond Standard Warranty)

	Standard Warranty Duration	Extended Warranty Duration, if purchased (within 12 months of order issuance)
SmartLinx NIBP Monitoring Module & SunTech Accessories (on Neuron 2)	▪ 2 years for NIBP Monitoring module ▪ 2 years for connector cover ▪ 2 years for OPD reusable cuffs ▪ 1 year for 3M hose ▪ No warranty for disposables and vinyl cuffs (however, Philips will replace if the product is damaged during transport to Licensee))	▪ Up to 5 years total (3 years beyond Standard Warranty) for NIBP Monitoring module and connector cover ▪ None for other accessories
Capsule NIBP Monitoring Module & SunTech Accessories (on Neuron 3)	▪ 2 years for NIBP Monitoring module ▪ 2 years for connector cover ▪ 2 years for OPD reusable cuffs ▪ 1 year for 3M hose ▪ No warranty for disposables and vinyl cuffs (however, Philips will replace if the product is damaged during transport to Licensee))	▪ Up to 5 years total (3 years beyond Standard Warranty) for NIBP Monitoring module and connector cover ▪ None for other accessories
Masimo SET Pulse Oximeter & Accessories	▪ 2 years for uSpO2 pulse oximetry module ▪ 2 years for USB locking mechanism and ferrite ▪ 6 months for reusable sensors ▪ No warranty for single-use adhesive sensors (however, Philips will replace if the product is damaged during transport to Licensee)	▪ Up to 5 years total (3 years beyond Standard Warranty) for uSpO2 pulse oximetry module, USB locking mechanism and ferrite ▪ None for other accessories
Nellcor Oximeter & Accessories	▪ 2 years for Nellcor oximetry module ▪ 6 months for Nellcor oximetry cable ▪ 6 months for reusable sensors ▪ No warranty for single-use sensors (however, Philips will replace if the product is damaged during transport to Licensee)	▪ Up to 5 years total (3 years beyond Standard Warranty) for Nellcor oximetry module ▪ None for other accessories
Exergen TAT-5000S Temperature Scanner & Accessories	▪ Lifetime for scanner (but 5 years for the scanner cable) ▪ No warranty for single-use disposable caps and sheaths (however, Philips will replace if the product is damaged during transport to Licensee)	▪ None

	Standard Warranty Duration	Extended Warranty Duration, if purchased (within 12 months of order issuance)
Filac 3000 Temperature Module & Accessories	▪ 2 years for Filac 3000 Temperature module ▪ 2 years for calibration plug ▪ 6 months for probes and isolation chambers ▪ No warranty for probe covers (however, Philips will replace if the product is damaged during transport to Licensee)	▪ Up to 5 years total (3 years beyond Standard Warranty) for Filac 3000 Temperature module ▪ None for other accessories
Masimo ISA Capnography module & Accessories	▪ 2 years for Masimo ISA Capnography module ▪ 2 years for Mobility Kit ▪ 1 year for mounting bracket, mounting holder, maintenance kit and gas regulatory kit ▪ No warranty for the Masimo Nomolines (however, Philips will replace if the product is damaged during transport to Licensee)	▪ Up to 5 years total (3 years beyond Standard Warranty) for Masimo ISA Capnography module and Mobility Kit ▪ None for other accessories
Barcode Scanner	▪ 5 years for barcode scanner ▪ 1 year for barcode scanner cable	▪ None
Roll Stand	▪ 5 years	▪ None
Proximity Card Reader Kit (125KHz, 13.56MHz)	▪ 1 year	▪ None
Pagers	▪ 1 year	▪ None
Paging System	▪ 1 year	▪ None
Workstations	▪ 1 year for Monitor, PC and keyboard	▪ None
Perle Hubs	▪ 1 year	▪ None
TERMS		
Warranty Includes	Hardware and accessories purchased directly from Philips. Defects in materials or workmanship under normal use during the warranty period which begins upon delivery of the product.	
Warranty Excludes	• Hardware found to be defective after expiration of the warranty period. • Hardware that Philips reasonably determines was misused, abused, mishandled, modified or altered in any way. • Hardware damaged by liquid. • Hardware that was lost, stolen or damaged due to a natural disaster or other hazard such as fire, lightning strike, flood, etc. • Cracked screens (unless crack was present at delivery). • Degraded battery performance from routine use and charging cycles. Due to the consumable nature of batteries and standalone power supplies, the Extended	

	Standard Warranty Duration	Extended Warranty Duration, if purchased (within 12 months of order issuance)
	Warranty does not cover these components, even if an extended warranty has been purchased. • Hardware damaged by third party hardware, software, accessories, computer network, power or communications services. Philips does not warrant that third-party-embedded software will be error free. Philips will use commercially reasonable efforts to address such errors.	
Extended Warranty Purchase	The Capsule Hardware Extended Warranty may be purchased only at the order issuance or within 12 months after the order issuance. To purchase the Extended Warranty, Licensee must purchase the Extended Warranty for all units of the same type of Capsule hardware that were purchased on the same order. The fees for the Capsule Hardware Extended Warranty will be invoiced upon delivery of the products, or upon order of the Extended Warranty if purchased after the date of product delivery. Extended warranty fees are non-refundable and cannot be transferred to other products.	
Remedy	Defective products that are covered by an in force Philips Warranty will be replaced with new, refurbished or equivalent products at Philips' discretion. Philips does not offer repair services. Replacement products will be the same or newer versions, with the same or greater functionality than the original. Replacement products will be covered by Philips Warranty for the longer of 90 days from delivery or the remainder of the existing warranty period.	
RMA Process	To initiate a return for warranty replacement, swap, repair or credit, Licensee must follow the Philips RMA Instructions provided on Philips' Customer Portal, or available by contacting Philips Customer Service. The Philips RMA Instructions contain additional details and restrictions.	
Updated Warranty Terms	All changes to Hardware Warranty are accessible on Philips' Customer Portal.	