PHILIPS

Exhibit 15
Additional Terms for Monitoring Analytics & Therapeutic Care Services (Rev 27)

1. Services Provided.

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

Agreement Type	Telephone and Remote Support	On-Site Response Time	On-Site Labor	On-Site Travel	Parts	Priority Parts Delivery
Comprehensive On-site Support	24x7x365 Two Hour Response	On-Site Next Business Day†	Included	Included	Included††	Included
Support Parts Agreement	24x7x365 Two Hour Response	Not Applicable	Not Applicable	Not Applicable	Included††	Included
Support Parts Agreement with Second Response	24x7x365 Two Hour Response	On-Site Next Business Day†	Included	Included	Included††	Included
Bench Repair Service	24x7x365 Two Hour Response	Not Applicable	Included – Remote Only	Not Applicable, Return Shipping Only	Included††	Typical Bench Repair Time: 3-6 business day return†
Unit Exchange Services	24x7x365 Two Hour Response	Not Applicable	Not Applicable	Not Applicable	Unit exchange only	Typical Unit Exchange Time: Next business day exchange†
Biomed Assist Services	24x7x365 Two Hour Response	Not Applicable	Not Applicable	Not Applicable	Discount Applied	Included

†Excluding Philips recognized holidays
††Excluding Supplies and Accessories

2. Response Time Definitions.

2.1 "Initial Telephone Response" is the time for a qualified Philips service representative to make direct telephone contact with Customer following a request for Service.

2.2 "On-Site Response Time" is the time for a qualified Philips service representative to arrive on-site to begin service.

2.3 "Typical Bench Repair Time" is the time for a qualified Philips service representative to repair and return Customer's existing Monitoring Analytics and Therapeutic Care equipment (from Philips receipt of the device to Philips shipment of such equipment to Customer).

2.4 "Typical Unit Exchange Time" is the time for a qualified Philips service representative to exchange Customers' Monitoring Analytics and Therapeutic Care equipment with a new and/or refurbished device.

2.5 "Philips Next Business Day" response depends on the location of Customer. Philips response time will be:

2.5.1 next business day response time for Sites located within 100 miles of the responding Philips Field Service Engineer,

2.5.2 two business days for Sites located within 101–200 miles of the responding Philips Field Service Engineer,

2.5.3 three business days for Sites located within 201–300 miles of the responding Philips Field Service Engineer, and (iv) the response time described in the Agreement for Sites located greater than 301 miles of the responding Philips Field Service Engineer.

3. Coverage.

3.1 Telephone and Remote Support. Telephone and remote support coverage is included with all service agreements identified in this Exhibit. Reference the table under Section 1.1 of this Exhibit for specific telephone and remote support hours. **Philips Customer Care Support Line Call + 1 800-722-9377**.

3.2 Remote Access and Diagnostics. Philips may remotely access the Equipment to perform Services. Customer shall provide Philips access to the Equipment.

3.3 On-Site Labor and Travel. Philips will provide the labor and travel necessary for the delivery of corrective maintenance Services during on-site Service coverage hours. On-site service coverage hours are Monday to Friday, 8:00 AM to 5:00 PM excluding Philips-recognized holidays.

3.4 Extended Coverage Hours. Extended coverage hours for on-site labor coverage are 7 days per week, 24 hours per day, including Philips holidays.

3.5 Overtime On-Site Labor and Travel. If extended coverage hours are not included, then overtime on-site labor will be billed at a preferred rate.

3.6 Parts and Priority Delivery of Parts. Philips will provide the parts for corrective maintenance services. Priority Delivery of parts is next business day delivery for parts ordered prior to 3:00 PM Eastern.

3.7 Planned Maintenance (also known as Performance Assurance). If Planned Maintenance Service is included in the Agreement, then Philips will provide Customer a planned maintenance schedule for the Equipment. Philips will provide such planned maintenance during the service coverage hours at a mutually agreed upon time. Customer will make the Equipment available in accordance with this Exhibit. Philips will provide planned maintenance on the Equipment at scheduled intervals. Philips may perform Planned Maintenance activities at the Philips repair facility for certain Monitoring Analytics and Therapeutic Care equipment. If loaner equipment is included in the service agreement and provided to Customer, then Customer will execute a loaner agreement to document its responsibility for any loss or damage to such equipment while in Customer's possession. All terms and conditions of the Agreement and this Exhibit will apply to the loaner equipment.

4. <u>Customer Responsibilities</u>.

4.1 Support Parts Agreement.

4.1.1 Ensure that all Monitoring Analytics and Therapeutic Care equipment of the same model number at Customer Site is covered by the same Support Parts Agreement program, a separate Philips service agreement (except Biomed Assist Services), or Philips standard warranty. If such service agreement or warranty expires during the term of this Agreement, then all equipment of the same model as the Monitoring Analytics and Therapeutic Care equipment must be added to the existing Support Parts Agreement program (except Biomed Assist Services) or a new Philips service agreement that includes a Support Parts Agreement.

4.1.2 Designate and train a biomedical engineer and an alternate, who will serve as Philips' primary support contacts. Such individuals must be familiar with all aspects of biomedical training provided by Philips. In addition, the biomedical engineer shall maintain the integrity of the Equipment. If Customer does not have a trained biomedical engineer who meets Philips requirements, then Customer shall purchase the optional Biomedical Engineer (BMET) Training course.

4.1.3 If Customer cannot resolve the Equipment problem and requires on-site assistance of Philips, then Philips will provide such on-site service at Philips then current standard labor and travel rates per service visit (unless Second Response coverage is included in this Agreement).

4.2 Biomed Assist Services. If Biomed Assist Services coverage is included in this Agreement, then Customer will ensure that any Monitoring Analytics and Therapeutic Care equipment not covered by Biomed Assist Services is covered under a Support Parts Agreement, a separate Philips service agreement, or Philips standard warranty. If such Support Parts Agreement, service agreement, or warranty expires during the term of the Agreement, then all Monitoring Analytics and Therapeutic Care equipment covered under such expiring agreement or warranty must be added to the existing Biomed Assist Services coverage or a new Philips service agreement.

4.3 Parts. If Parts coverage is included in this Agreement, then, subject to the terms and conditions of this Agreement, the cost of parts used in corrective maintenance of the Equipment at Customer Site is included in this Agreement. Philips may reject any Customer requests for parts that is not for the Equipment. The following applies regardless of whether Parts coverage is included or not included in this Agreement: Customer acknowledges and agrees that all parts furnished pursuant this Agreement will only be used in the maintenance, service and repair of the Equipment at Customer Site. Customer may not resell or exchange such parts with any third party. Unless Priority Parts Delivery is included in the Services Agreement, all replacement parts ordered under this Services Exhibit will be shipped using Philips standard shipping priority prepaid subject to availability. Other freight arrangements will be at Customer's request and expense. Philips may use refurbished components in the repair of the Equipment; the refurbished components shall be subject to the same inspection and quality control procedures as all other materials used in the manufacture of the Monitoring Analytics and Therapeutic Care equipment and shall be warranted to the same extent that a non-refurbished component is warranted.

4.4 Exchange Unit: If a replaced part is a recyclable or exchange part as indicated on Philips' published price book, then Customer must return to Philips the failed recyclable or exchange part for which the replacement part was

furnished within seven days of shipment of the replacement part. If the failed part is not returned to Philips in the time stated, Customer will pay Philips, in addition to any other amounts due Philips, Philips' published list price for such parts plus freight.

4.5 Remote Access. For Philips to provide remote support, Customer must provide remote access to the Equipment via Philips specified connection as described in this Agreement and notify Philips of any changes to connection procedures. Customer must also provide Philips with access to domain accounts, passwords, and connections that are necessary to perform required Services.

4.6 Security. Customer shall provide security to prevent unauthorized Equipment access to proprietary and confidential information.

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

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

4.9 Data Reconstruction. Customer shall follow the recommended back-up processes as outlined in the System Installation or Reference Guide. 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.

4.10 Intermediate Resolutions. Customer shall implement any intermediate resolutions or workarounds that Philips requests while seeking a long-term Equipment resolution.

5. Service Limitations.

5.1 Software Restoration. If the software fails and the supported application software requires restoration, then Philips will reinstall the application software, database software, and operating system to the revision level that existed prior to the malfunction or failure, and Philips will attempt to reinstall Customer-created data backup. If Customer created data backup cannot be used to re-install any data to the 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 an Equipment failure is attributed to hardware not supported under the Agreement, Customer shall restore the software, operating system, and database software before Philips begins any software restoration efforts.

5.2 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. Philips shall use reasonable efforts to notify Customer if Philips becomes aware of any virus in the software licensed to Customer and covered under this Agreement.

5.3 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.

6. Exclusions.

In addition to the Service Exclusions set forth in the Agreement, the following Service Exclusions apply to Services.

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

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

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

6.1.3 Any product maintained under this Agreement in which Customer does not allow Philips to incorporate engineering improvements.

6.1.4 Any product that has reached its End of Life.

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

6.1.6 Any network related problems.

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