**Schedule 11**
**Informatics Service Agreement Essential (ISA Essential) (Rev 27)**

**1. SERVICES PROVIDED.**

1.1 Commencing on the Effective Date of the Agreement and subject to the limitations below, Philips will provide the ISA ESSENTIAL Subscription Service described herein or as otherwise specified on the Quotation(s), as further defined below and identified on the Quotation. ISA ESSENTIAL is a service designed solely for Customers who have purchased Philips patient monitoring system at the bedside and PIC iX central stations. ISA ESSENTIAL provides a per Bed/Sector based subscription with some cybersecurity services as well as remote support and clinical and technical implementation services to manage the delivery of a PIC iX software upgrade over a multiyear term.

1.2 This ISA ESSENTIAL Specific Schedule ("Schedule") is subject to and incorporated into the Conditions of Sale. Without limiting the applicability of Section 14.15 (Product Specific Terms) therein, the following sections of the Conditions of Sale do not apply to this Schedule: 1.6 (Quotation, Order, and Payment), 2 (Lease and Trade-In), 4.1 through 4.6 (Product Warranty), and 9 (License Software Terms).

**2. DEFINITIONS.**

2.1 "Agreement" or "ISA ESSENTIAL Agreement" refers collectively to the Quotation, this Schedule, and the Conditions of Sale. In the event of a conflict between any of the terms and conditions, the terms of the Quotation will govern, followed by this Schedule, and then the Conditions of Sale.

2.2 "Bed" means a physical location which includes actual patient care beds and have a patient monitoring system capability.

2.3 "Sector" means the licensing schema for the PIC iX software. Customer's purchased quantity of Sectors shall appear on the Quotation, and Customer shall be charged for additional Sectors during the True Up process if Customer exceeds the currently licensed quantity of Sectors. This licensing schema describes a license assignment on a central station where a patient and the related monitoring equipment have been assigned and is often used interchangeably with patients as that is how an Authorized User experiences this model. When describing Philips obligations for ISA ESSENTIAL Subscription Services it is described on a per Sector basis.

2.4 "Software Version" or "Software Revision" means the introduction of a major release of the software available to Customer under this Schedule. For illustrative purposes, without limitation, a release of PIC iX Rev. B to PIC iX Rev C.

2.5 "Software Update" means minor enhancements or improvements to performance, maintainability, and serviceability of the software available to Customer under this Schedule.

2.6 "Software Fix" means the correction of an error or bug of the software available to Customer under this Schedule which are provided as an included feature of the service under this Agreement.

2.7 "Subscription Fee" means the fee charged to Customer for each equipped patient monitoring device regardless of whether its occupied or used for patient care and number of Sectors equipped which includes ISA ESSENTIAL Subscription Services and which is rolled up to a single per Monitored Bed fee.

**3. TERM.**

3.1 Term. The term of the Agreement is defined in the Quotation and the end date for all Beds and associated Sectors will be co-terminus regardless of when they are added to the Agreement. For Beds where the Hospital Patient Monitoring products have not been installed by Philips prior to execution of the first Quotation for ISA ESSENTIAL Subscription Services, the Agreement term will commence immediately following installation and availability for first patient use. For existing bedside monitoring systems or renewals of existing ISA ESSENTIAL Subscriptions Services, the start and end date of the Agreement shall be defined in the Quotation.

3.2 Renewal Notice. Customer may elect not to renew the ISA ESSENTIAL Agreement by providing a non-renewal notice to Philips no less than six months prior to the expiration of the current Term.

3.3 Conclusion of Term. Either Party may terminate this Agreement upon written notice in the event that the other Party becomes or is deemed to be insolvent, discontinues business, is unable to pay its debts, is the subject of bankruptcy proceedings, enters into liquidation whether compulsory or voluntarily or has a receiver or administrator appointed over all or any part of its assets, enters into any arrangement or agreement, or assignment with, or for the benefit of its creditors or any of them, or if the other Party takes or suffers any similar action in consequence of debt or insolvency in any jurisdiction.

3.3.1 Customer may terminate this Agreement, wholly or partially, upon 60 days' written notice to Philips:

3.3.1.1 representing that any of the Equipment is being permanently removed from the Site and is not being used in any other Customer site, or

3.3.1.2 specifically describing a material breach or default of this Agreement by Philips, provided however that Philips may avoid such termination by curing the condition of breach or default within such 60 day notice period.

3.3.2 Philips may terminate this Agreement, wholly or partially,

3.3.2.1 if Customer defaults in the performance of any of its obligations under this Agreement, and fails to remedy the same within 30 days of a written notice;

3.3.2.2 as described in section 10 (End of Life / End of Support).

**4. TELEPHONE AND REMOTE SUPPORT.**

4.1 Telephone Support. Telephone and Remote Support coverage is included with all ISA ESSENTIAL Agreements. Technical and Clinical Telephone and Remote Support coverage services are available 24 hours per day, 7 days per week, including Philips-recognized holidays.

4.2 Remote Access and Diagnostics. Philips may remotely access any Customer system provided by or required to perform Services. Customer shall provide Philips remote access to all elements of Customer's patient monitoring solution covered by this Agreement.

4.3 InCenter Access. Philips will provide Customer access to Philips' web-based support tool for the Covered System(s) under this Agreement.

4.4 Online Education. Customer shall be entitled to access those online courses covering core concepts of purchased Philips product/system through the Philips Learning Center. Core concept courses provide orientation to basic system functionality and are managed through the PM Clinical Education - Essential Subscription. Access will be terminated at the end of the term of this Agreement.

**5. ISA ESSENTIAL ENTITLEMENTS Subscriptions come with the following:**

5.1 Validated OS Patches. Philips shall make available through Focal Point validated OS patches for Customer Sectors. This entitlement does not include any extended support which must be separately purchased from Microsoft.

5.2 PIC iX Software. Customer is entitled to one software upgrade during the term of the contract for the PIC iX covered in the ISA ESSENTIAL agreement.

5.3 Software Functionality. Customer acknowledges that certain functionality in current and previous software versions may not be available in future new software versions. Customer is not entitled to any package, functionality, or configuration of the software not appearing on Quotation. This exclusion does not prevent Customer from receiving anything that was moved to the general release available to all customers.

5.4 Hardware updates and replacement. Software versions, updates, and fixes may require central server/nursing station laptop hardware updates or replacement. Customer is responsible for any such hardware updates or replacements.

5.5 Restrictions. To receive new software under this Agreement:

5.5.1 Contract Compliance. Customer must be in compliance with all terms and conditions of this Schedule and the Agreement, including the availability of PRS capability and access to the Covered System by Philips personnel.

5.5.2 Customer Engagement. Customer must identify one Customer representative, in writing to Philips, that will manage and be responsible for Customer's selection and scheduling of new software version installations under this Schedule.

5.5.3 Technical Compatibility. The Covered System that will receive the version or update must meet the specifications of the new software version. Customer shall provide the Covered System hardware or software necessary to meet such specifications.

5.5.4 Excluded Services. Unless specifically included elsewhere in this Agreement/the Quotation, software versions and updates do not include applications that were not purchased with the Covered System, including virus protection software, custom interface software, or software updates of third-party software (e.g., Citrix).

5.5.5 Minor Defects. Philips shall have no responsibility to provide software versions or updates for minor software defects that do not impact the intended use of the software or impact patient care.

5.5.6 Resale. Customer may not resell, transfer, or assign the right to such versions, updates, or fixes to any third party. All versions and updates provided to the Covered System under this Schedule are subject to the terms and conditions of this Schedule, the Agreement, and any license terms and conditions included in the purchase of the product from Philips or later provided to Customer by Philips.

5.5.7 Notice. Philips will notify Customer if a new version update or upgrade is available.

5.6 PerformanceBridge Focal Point.

5.6.1 Focal Point. During the term of this subscription Agreement, Philips will provide Customer access to use PerformanceBridge Focal Point Licensed Software ("Focal Point"). Access to Focal Point is available to Customer and Philips support personnel working on-site and remotely. Philips will install Focal Point on virtual or physical hardware, pursuant to the system installation and reference guide. Customer will be entitled to all new software versions, updates, telephone and remote support during the term of the Agreement.

5.6.2 License Grant. The Licensed Software shall be used only on the product(s) covered under this Agreement. Each license hereunder is limited to one instance of Focal Point per Customer site/location included in the Quotation, and each Focal Point instance is limited to 4,000 device/node connections. A device or node refers to an IP addressable network node, which is a configured component of a Philips Patient Monitoring System/Solution. If additional Focal Point instances are required, determined solely by Philips, they will be provided upon mutual agreement of both parties. If there is more than one site or location, Customer must purchase the appropriate software maintenance coverage for each additional site or location to receive access to the Focal Point license.

5.6.3 Administrator Account. Customer acknowledges that the Philips Administrator Account of the Licensed Software, and any related login credentials that Philips provides to Customer, shall not be used, and Customer agrees not to so use, for any reason. Instead, the Licensed Software's Philips Administrator Account functionality is for use only by Philips and its authorized service representatives.

5.6.4 Product Coverage. The Licensed Software shall be used only on the product(s) referenced in the Quotation ("Products"). Customer may transfer the Licensed Software in connection with sale of the Product to a healthcare provider who accepts all of the terms and conditions of this License and Agreement, provided that Customer is not in breach or default of this License, this Agreement, or any payment obligation to Philips.

5.6.5 Modifications. If Customer modifies the Licensed Software in any manner, all warranties associated with the Licensed Software shall become null and void. This does not apply to patches or software updates provided by Philips to Customer. If Customer or any of its officers, employees, or agents should devise any revisions, enhancements, additions, modifications, or improvements in the Licensed Software, Customer shall disclose them to Philips, and Philips shall have a non-exclusive royalty-free license to use and to sub-license them.

5.6.6 The Licensed Software is licensed to Customer on the basis that (a) Customer shall maintain the configuration of the products as they were originally designed and manufactured and (b) the product includes only those subsystems and components certified by Philips. The Licensed Software may not perform as intended on systems modified by anyone other than Philips or its authorized agents, or on systems which include subsystems or components not certified by Philips. Philips does not assume any responsibility or liability with respect to unauthorized modification or substitution of subsystems or components.

5.6.7 Application Patches. From time-to-time, the Licensed Software may require the remote installation of certain application updates, upgrades, or enhancements to properly maintain the application in accordance with Philips' specifications ("Application Patches"). Working with Customer, Philips reserves the right to manage all Application Patches. These Application Patches will be sent securely from Philips' remote Health Suite Digital Platform (HSDP) to Customer's premise by means of Philips' IoT Hub Service Edge Gateway. If the IoT Hub Service Edge Gateway is not deployed on Customer's premise, then Philips will be prevented from remotely installing Application Patches to properly maintain the application in accordance with Philips' specifications.

5.6.8 OS Patches. Focal Point will periodically synchronize with a remote HSDP-based master Window Server Update Services (WSUS) server as defined within the Microsoft WSUS documentation. This synchronization is required for the Focal Point OS Patching feature to maintain an updated list of which Microsoft OS patches have been qualified by Philips and is required for the Focal Point OS Patching feature to function.

5.6.9 Processing of Personal Data. Other than as set out in Section 5.7 herein, in the event that Customer requests Philips to do so, Philips will process Personal Data only on instruction of Customer as set out in the Agreement and/or other communications made by Customer to Philips (where such instructions are consistent with the terms of the Agreement), unless otherwise required by applicable law ("Instruction(s)"). Customer warrants (a) that its Instructions will comply with applicable law including in relation to the protection of Personal Data and (b) that its Instructions will not cause Philips to violate applicable law. "Personal Data" means the information relating to an identified (or identifiable) individual, and collected,

received, generated or otherwise obtained or processed by Philips in relation to or in the context of the Agreement or the relationship with Customer.

5.6.10 Instructions to Philips. The Licensed Software will collect and aggregate machine-to-machine data which may include certain Personal Data (e.g., IP addresses) ("Machine Data"). Customer hereby instructs Philips to process Personal Data (to the extent Personal Data is included in the Machine Data) for or in relation to performing the Services to Customer and other obligations under this Agreement, and as necessary to comply with other reasonable instructions provided by Customer where such Instructions are consistent with the terms of this Agreement. Customer represents and warrants to Philips that, prior to activation of the Philips' remote access to Customer's IT network: (1) Customer has the right and the authority to provide the Personal Data to Philips for Philips' use of such data pursuant to this Agreement, including cross-border transfers; (2) Customer has provided any required notices and obtained any required consents from individuals as required by applicable law to collect and process their Personal Data (which may include medical and health data); (3) Customer is fully and solely responsible for the accuracy, legality and consistency of the Personal Data it provides to Philips, and (4) Customer's provision to Philips of Customer Data and Philips' use of Personal Data pursuant to this Agreement will not violate any applicable law, or privacy policy.

5.6.11 Inability to Provide Data. Customer will notify Philips without undue delay if Customer becomes aware that Customer is unable to meet its obligations under this Section 5. In such cases, Philips will work with Customer in good faith to determine whether and how to deliver the Services.

5.6.12 Protection of Data. Philips will take appropriate commercially reasonable technical and organizational measures to protect the Personal Data, at a level appropriate to the risk, of accidental or unlawful destruction, loss, alteration, unauthorized disclosure or access during the processing.

5.6.13 Use of Machine Data. Philips acknowledges and agrees that Customer owns all Machine Data. Customer hereby licenses the Machine Data to Philips for use, processing, and aggregation consistent with this Agreement. Philips' usage will be solely in a primary usage manner to deliver functionality and services to Customer, which includes but is not limited to the aggregation and processing of Machine Data to enable users of the License Software (including Philips) to see statistical and reporting information and to troubleshoot problems that may arise. Customer acknowledges that it can access and copy Machine Data at any time through the Licensed Software application, and that Customer may request in writing that Philips delete the Machine Data.

5.7 District Service Manager. During the term of the Agreement Philips will assign a District Service Manager familiar with Customer account, key stakeholders, and contract coverage to provide the following:

5.7.1 Annual Meeting. Philips will schedule and deliver a remote coverage and status review meeting annually, at a mutually agreeable date and time. The status meeting will focus on available entitlements and planning. The status review may outline all Covered System service issues resolved during the previous period and review any open or unresolved issues.

5.7.2 Coordination. Prior to delivering any new software version, Philips will coordinate with Customer assigned resource to identify and mitigate dependencies relative to the software upgrade and other service agreement entitlements.

5.7.3 Planning. The parties will develop a dependency mitigation plan to address resource needs, hardware needs, operating system requirements, interoperability, and other dependencies for the deployment of new software upgrade.

5.8 Cybersecurity Assessment. During the term of this Agreement, Philips will provide services to ensure regulatory compliance, risk minimization and vulnerability mitigation. The Services may include advice and recommendations, but Philips will not make any decisions on behalf of Client in connection with implementing such advice or recommendations.

5.9 Technical Services.

5.9.1 Initial Implementation. Philips will implement Focal Point upon subscription commencement. If the Antivirus Management Services add-on is purchased as part of the ISA Essential agreement, Philips will implement the service on the Covered Systems as defined in Schedule B.

5.9.2 PIC iX Software Revision Implementation. Philips will provide installation services (remote or onsite as necessary) for the PIC iX software upgrade that Customer is entitled to receive under this Agreement, at a time mutually agreed to by Philips and Customer, Monday through Friday between 8 AM and 5 PM local time excluding Philips holidays. For full version upgrade and update projects, Philips Project Manager, FSE,

Network Engineer, and Integration Engineer will provide remote or on-site consultative advisory services as needed.

5.10 Clinical Implementation Services. Philips will provide implementation services for new versions or updates that Customer is entitled to receive under this Agreement, at a time mutually agreed to by Philips and Customer. Scope, duration, and delivery methodology of the clinical support of installation and clinical education will vary by new version, update, or fix and will be defined by Philips at Philips' sole discretion.

5.10.1 Go-Live Support. Philips will provide on-site clinical go-live support during the implementation for new version upgrades and updates. Go-live support will be scheduled between 7:00 AM – 7:00 PM local time Monday through Friday excluding Philips-recognized holidays, relative to the new software version. Customer may request additional go-live support, or go-live support outside of standard hours, at an additional cost.

5.10.2 Equipment Configuration. Configuration services will be scheduled between 7:00 AM – 7:00 PM Monday through Friday and are limited to the new software version implementation. Customer will provide access and use of their equipment. Configurations are based on current monitoring solution. If expert screen services are required, as determined solely by Philips, they are available at an additional cost.

5.10.3 User Acceptance Testing. Following implementation of a new software version or Equipment Configuration services. Philips and Customer will perform user acceptance testing. Philips will provide Customer with an electronic copy of the resultant configuration files and reports.

5.10.4 Scheduling. Customer must schedule all Clinical Implementation Services, except Online Education, at least eight weeks prior to the desired date for Philips to deliver the applicable service. If Customer representative does not schedule the Clinical Implementation Services with Philips in accordance with this Schedule, then Philips shall not be obligated to perform such Clinical Services.

5.10.5 Travel Expenses. Unless otherwise stated in the Quotation, Philips' travel expenses for all Clinical Implementation Services delivered at Customer site are included in the price described in the Agreement.

5.11 Add-On Entitlements. Customers may purchase additional entitlements a la carte, these add on entitlements will be clearly marked on the Quotation if purchased. The description of those entitlements is found below in Add On entitlement sections.

**6. <u>Add ON entitlements</u>.**

The following entitlements may only be purchased individually, if elected these Add On entitlements shall appear on Customer's Quotation along with the associated fee:

6.1 Onsite OS Patching. Philips will provide on-site installation of validated Microsoft operating system patches available for the Philips PIC iX system(s) to four times per contract year. IBE OS patching is included in this entitlement but executed remotely. Additionally, Philips will also provide up to two on-site visits per contract year for emergency patch support, as determined by Philips.

6.2 Antivirus Management Services. Philips will provide a service to protect selected Philips medical products with a Philips validated antivirus solution to detect and respond to the occurrence of a cybersecurity event. Customer must choose between Essential or Plus:

6.2.1 Essential: Customers' IT Security Operations Center will be immediately informed by email when a virus has been detected and can access a state-of-the-art management console to monitor all endpoint security alerts in an easy and unified way.

6.2.2 Plus: The Philips Security Operation Center will monitor all your endpoints protected with this service. In case of virus detection, Philips will provide incident response and remediation actions in order to expedite the restoration of any capabilities or services that were impaired due to the cybersecurity incident.

**7. <u>TRUE-UP FOR SECTORS ADDED AFTER INITIAL QUOTATION</u>.**

7.1 True Up Process. Philips and Customer will review annually the Beds/Sectors covered by the Agreement to match the number of Bed/Sectors actually installed at Customer's site(s). Philips will automatically update Customer invoice to match the current Beds/Sectors installed on the true-up date on a go forward basis. To effectuate this update, Philips shall issue a new quotation and Customer shall issue an updated purchase order covering any additional Beds/Sectors. Philips has no responsibility to service Beds/Sectors not listed on the then-current Quotation.

**8. <u>CUSTOMER RESPONSIBILITIES</u>.**

8.1 System Administrator. Customer shall designate an individual(s) to serve as Customer system administrator ("System Administrator") and an alternate, who will serve as Philips' primary support contact. The primary contact will act on its behalf to work with Philips and coordinate Customer's ISA ESSENTIAL entitlements during the

Agreement. Customer will provide Philips such delegate's name, title, phone number, and e-mail address. These individuals should be familiar with all aspects of training provided by Philips, including end-user and system administrator training. In addition, the System Administrator shall maintain the integrity of the Covered System operation and ensuring that proper backup procedures are in place as outlined in the System Installation and Reference Guides.

8.2 Remote Access. Customer must provide necessary uninterrupted remote access, required information, and support for the Covered System to connect to Philips Remote Service ("PRS"). PRS is the basis for Services delivered under this Schedule. Customer waives all rights to services and service deliverables under this agreement unless PRS connectivity is enabled and maintained. This section shall supersede any conflicting provision of the Agreement including any requirement to use Customer VPAM or other remote connection prohibition.

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

8.4 Software Version Levels. Customer must maintain the Bed at a currently supported version to receive support under this Schedule.

8.5 Hardware Compatibility. Customer must procure, maintain, and replace all associated bedside monitoring hardware at its own expense through separate agreement, as well as all firmware, and middleware at the required Software Version levels. To receive Software Versions and Software Updates, Customer must maintain all associated hardware to the then-current specification for the Software Versions and Software Updates. If Philips releases new software which Customer is eligible to receive through this Agreement, and Customer's existing monitoring devices are not compatible with the newly released software and Customer does not upgrade or replace the monitoring devices to meet the minimum specifications of the newly released software, then Philips will be under no obligation to upgrade or supply such new software or hardware regardless of whether Customer would otherwise be eligible under this Agreement to receive them.

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

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

**9. <u>SERVICE LIMITATIONS</u>.**

9.1 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 Covered System, Customer will hold sole responsibility for the loss of data. Custom or third-party software, custom database configurations or reports, and Customer-written product interfaces are not included. If a Covered System 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.

9.2 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. Unless Antivirus Management Services add on has been purchased as part of the ISA ESSENTIAL agreement, Customer shall install and maintain anti-virus software in accordance with the Covered 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 under this Agreement.

9.3 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.

**10. <u>END OF LIFE / END OF SUPPORT</u>.**

Philips follows strict procedures managing the lifecycle of its products. Such procedures define a minimum period, per equipment, during which phase Philips makes service available as described in this Agreement. This period for the Equipment(s) under this Agreement is indicated in the Quotation. After such period, Philips may determine that its ability to provide the Service is hindered due to unavailability of parts, trained personnel or outdated technology; or that the Equipment can no longer be maintained in an effective manner as determined by Philips. Philips will timely and proactively notify Customer about the approaching of such dates. Customer hereby acknowledges that upon such notices, Philips may terminate this Agreement (or part thereof), remove such Equipment from the inventory list, and adjust the

coverage of the Agreement, and provide Customer with a refund of any Customer pre-payments for periods and parts of Service not yet rendered, unless the Parties agree to

10.1 replace such Equipment on the inventory list of Equipment with another equipment purchased by Customer from Philips either as a new product or via an upgrade program offered by Philips to the Equipment; or

10.2 modify the terms of this Agreement with regard to the Service provided on the Equipment, taking into account the above hindering factors on Philips' side.

Such agreement of the Parties will be signed in writing and incorporated into this Agreement.

**11. EXCLUSIONS In addition to the Service Exclusions set forth in the Agreement, the following Service Exclusions apply:**

11.1 Any combining of the Covered System with a non-qualified device. A non-qualified device is:

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

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

11.1.3 any product maintained under this Agreement in which Customer does not allow Philips to incorporate engineering improvements; and

11.1.4 any product that has reached its "End of Life". "End of Life" means software and or hardware equipment that has surpassed the published end of support life date by the original equipment manufacturer.

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

11.3 If the Covered System covered by this Schedule is software only, then notwithstanding anything to the contrary in the Agreement or this Schedule, network, hardware and parts are not included in the Services.

11.4 Any network related problems.

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

11.6 Networking hardware.

**12. LICENSE AND WARRANTY FOR SOFTWARE LICENSED AS PART OF THIS AGREEMENT**.

All software provided to Customer under this Agreement (specifically excluding all software which Customer has access to without this Agreement which remains subject to its original terms of purchase) is subject to the following license terms.

12.1 License Grant. Subject to any usage limitations for the Licensed Software set forth on the product description of the Quotation, Philips grants to Customer a nonexclusive and non-transferable right and license to use the computer software package ("Licensed Software") in accordance with the terms of the Quotation and the Agreement. The License shall continue for the duration of the ISA ESSENTIAL subscription term specified on the Quotation, except that Philips may terminate the License if Customer is in breach or default of this Agreement and/or the Quotation. Customer shall return the Licensed Software and any authorized copies thereof to Philips immediately upon expiration or termination of this License.

The License does not include any right to use the Licensed Software for purposes other than the operation of the product. Customer may make one copy of the Licensed Software in machine-readable form solely for backup purposes. Philips reserves the right to charge for backup copies created by Philips. Except as otherwise provided under this section, Customer may not copy, reproduce, sell, assign, transfer, or sublicense the Licensed Software for any purpose without the prior written consent of Philips. Customer shall reproduce Philips' copyright notice or other identifying legends on such copies or reproductions. Customer will not (and will not allow any third party to) decompile, disassemble, or otherwise reverse engineer or attempt to reconstruct or discover the product or Licensed Software by any means whatsoever.

The License shall not affect the exclusive ownership by Philips of the Licensed Software or of any trademarks, copyrights, patents, trade secrets, or other intellectual property rights of Philips (or any of Philips' suppliers) relating to the Licensed Software.

Customer agrees that only authorized officers, employees, and agents of Customer will use the Licensed Software or have access to the Licensed Software (or to any part thereof), and that none of Customer's officers, employees, or agents will disclose the Licensed Software, or any portion thereof, or permit the Licensed Software, or any portion thereof, to be used by any person or entity other than those entities identified on the Quotation. Customer acknowledges that certain of Philips' rights may be derived from license agreements with third parties, and Customer agrees to preserve the confidentiality of information provided by Philips under such third-party license agreements.

The Licensed Software shall be used only on the product(s)/sites. Beds referenced in the Quotation.

**13. MODIFICATIONS.**

13.1 If Customer modifies the Licensed Software in any manner, all warranties associated with the Licensed Software and the products shall become null and void. Customer installation of Philips issued patches or updates shall not be deemed to be modification. If Customer or any of its officers, employees, or agents should devise any revisions, enhancements, additions, modifications, or improvements in the Licensed Software, Customer shall disclose them to Philips, and Philips shall have a non-exclusive royalty-free license to use and to sub-license them.

13.2 The Licensed Software is licensed to Customer on the basis that (a) Customer shall maintain the configuration of the products as they were originally designed and manufactured and (b) the product includes only those subsystems and components certified by Philips. The Licensed Software may not perform as intended on systems modified by other than Philips or its authorized agents, or on systems which include subsystems or components not certified by Philips. Philips does not assume any responsibility or liability with respect to unauthorized modification or substitution of subsystems or components.

**14. WARRANTY.**

14.1 Philips warrants the PIC iX Software shall materially comply with its the user documentation accompanying the PIC iX Software for a period of 90 days from the date Philips makes such Software available to Customer.

14.2 Philips' sole obligations and Customer's exclusive remedy under any product warranty are limited, at Philips' option, to the repair or the replacement of the PIC iX Software (or a portion thereof) within 30 days after receipt of written notice of such material breach from Customer ("Product Warranty Cure Period") or, upon expiration of the Product Warranty Cure Period, to a refund of pre-paid subscription fees by Customer, upon Customer's request. Any refund will be paid, to Customer when all PIC iX Software is confirmed to be de-installed. Warranty service outside of normal working hours (i.e., 8:00 AM – 5:00 PM, Monday through Friday, excluding Philips' observed holidays), will be subject to payment by Customer at Philips' standard service rates.

14.3 This warranty is subject to the following conditions: the PIC iX Software:

14.3.1 is to be installed by authorized Philips representatives (or is to be installed in accordance with all Philips installation instructions by personnel trained by Philips);

14.3.2 is to be operated exclusively by duly qualified personnel in a safe and reasonable manner in accordance with Philips' written instructions and for the purpose for which the products were intended; and,

14.3.3 is to be maintained and in strict compliance with all recommended and scheduled maintenance instructions provided with the product and Customer is to notify Philips immediately if the product at any time fails to meet its printed performance specifications. Philips' obligations under any product warranty do not apply to any product defects resulting from improper or inadequate maintenance or calibration by Customer or its agents; Customer or third party supplied interfaces, supplies, or software including without limitation loading of operating system patches to the Licensed Software and/or upgrades to anti-virus software running in connection with the Licensed Software without prior approval by Philips; use or operation of the product other than in accordance with Philips' applicable product specifications and written instructions; abuse, negligence, accident, loss, or damage in transit; improper site preparation; unauthorized maintenance or modifications to the product; or viruses or similar software interference resulting from connection of the product to a network. Philips does not provide a warranty for any third-party products furnished to Customer by Philips under the Quotation; however, Philips shall use reasonable efforts to extend to Customer the third-party warranty for the product. The obligations of Philips described herein are Philips' only obligations and Customer's sole and exclusive remedy for a breach of a product warranty.

14.4 THE WARRANTIES SET FORTH HEREIN WITH RESPECT TO A PRODUCT (INCLUDING THE SOFTWARE PROVIDED WITH THE PRODUCT) ARE THE ONLY WARRANTIES MADE BY PHILIPS IN CONNECTION WITH THE PRODUCT, THE SOFTWARE, AND THE TRANSACTIONS CONTEMPLATED BY THE QUOTATION, AND ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, WHETHER WRITTEN, ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Philips may use refurbished parts in the manufacture of the products, which are subject to the same quality control procedures and warranties as for new products.

PHILIPS

**Schedule 11-A**
**Cybersecurity Assessment Terms and Conditions (Rev 27)**

**1. Services.**

During the term of this Agreement, Philips will provide the services set forth in the statement of work attached to these terms and conditions (the "Services") to the client listed on the SOW ("Client") only under the terms and conditions described below. The Services may include advice and recommendations, but Philips will not make any decisions on behalf of Client in connection with implementing such advice or recommendations.

**2. EXCLUSIONS.**

Unless expressly described in the SOW, the Services do not include:

2.1 Training;

2.2 Equipment, software, or licenses;

2.3 Services outside the scope of the Services, unless documented in a written amendment to this Agreement and executed by Philips and Client; or

2.4 An audit, compilation, or review of any kind of financial statement(s) or component thereof. Client will be responsible for any and all financial information provided to us during the course of this engagement and we will not examine, compile, or verify any such financial information nor will we express any opinion or other form of assurance on your financial statements.

**3. CLIENT RESPONSIBILITIES.**

3.1 Philips' responsibility to provide the Services, meet any milestones, and provide deliverables described in the SOW is contingent on Client meeting its responsibilities described in this Section 3 in a timely and appropriate fashion, free of charge. If Client fails to meet such responsibilities or provide any items, then that may result in an increase in the fees or in delays or extensions of the milestones or deliverables described in the SOW. Client will provide:

3.1.1 Access to all necessary Client employees, representatives or agents as needed to accomplish the objectives described in the SOW;

3.1.2 Access to reports and materials (written and electronic) as needed to accomplish the objectives described in the SOW;

3.1.3 Immediate written notification to Philips if Client knows that earlier provided information, reports or materials are incorrect or have changed such that any inaccuracy or change may impact Philips delivery of the Services in any way; and

3.1.4 Access to standard office facilities for the Philips team, such as work space, standard office equipment (e.g. telephone, copiers), Internet access, and parking when necessary for Philips to be at the Client's site on a full or part time basis and any tools or materials provided by Client that may be necessary to perform the Services or for the performance of tests at such Client locations as may be necessary to facilitate such performance.

3.2 Client and Philips will jointly identify all healthcare and other regulatory and quality requirements applicable to the Services and specify them expressly in writing, and Client will obtain if required by law or otherwise, all necessary approvals of the relevant governmental or regulatory bodies to permit Philips to perform the Services for Client.

3.3 Client will ensure any tools or materials provided by Client against risks of loss and damage to the health of Philips personnel and/or of Philips property, and retain all such risks.

3.4 If applicable, Client will provide, free of charge, Philips personnel with adequate safety and other training and familiarize them with local procedures and house rules of Client.

3.5 Unless expressly stated otherwise in the SOW, Client will provide written feedback in the form of a single, consolidated set of Client's comments when responding to any Philips request for review of materials and information, within five business days of Philips delivery of such materials or information; and

3.6 Client will provide Philips with a Client representative, in writing, who will be responsible for providing the items described in this Section 3 and any other information, materials, or feedback requested by Philips in connection with the Services.

3.7 Any tools or materials provided by Client shall comply with all applicable legal requirements relating to safety and hazardous materials.

**4. FEES, EXPENSES, INVOICING, PAYMENT, AND TAXES**

4.1 All fees and expenses in the Agreement

4.1.1 are in Euros or in the currency set forth in the Agreement, and

4.1.2 do not include any applicable taxes now or hereafter enacted. Philips will add taxes to the price where Philips is required by law to pay or collect them and will be paid by Client together with the price.

4.2 The fees and expenses for the Services are described in the quote provided to Customer for the Services. If the SOW includes more than one deliverable (for example, multiple projects or software) 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.

4.3 Unless expressly stated otherwise in the SOW, in addition to the engagement fee, client shall reimburse Philips for all expenses actually incurred by Philips in performing the Services, including travel, lodging, meals, transportation, and other customary out-of-pocket expenses. If the SOW indicates that Client will pay Philips' expenses, then, at Client's request, Philips will furnish reasonable documentation supporting all such expenses.

4.4 Unless expressly stated otherwise in the SOW, all payments of invoices under this Agreement are due 30 days from the date of Philips' invoice until the Agreement amount and all applicable taxes and interest are paid in full. Client will pay interest on any amount not paid when due at the lesser of 1.5% interest per month or the maximum rate permitted by applicable law. Client will not be obligated to pay any federal, state, or local tax imposed upon or measured by Philips' net income. Any other applicable tax will be invoiced to and payable by Client, along with the Agreement price in accordance with the payment terms set forth in this Agreement, unless Philips receives a tax exemption certificate from Client which is acceptable to the taxing authorities.

4.5 All payments to be made by Client under this Agreement or any other agreement between Client and Philips will be made without set-off, deduction or counterclaim.

**5. EXCUSABLE DELAYS.**

5.1 Philips is excused from performing any obligation and shall not be liable to Client for any compensation, reimbursement, or damages under this Agreement when Philips' delay or failure to perform is caused by events beyond Philips reasonable control including, but not limited to, acts of God, acts of third parties, acts of the other party, acts of any civil or military authority, fire, floods, war, civil war, insurrection, epidemics, pandemic, cyber-attack, act of terrorism, governmental regulations and/or similar acts, embargoes, export control sanctions or restrictions, labor disputes, acts of sabotage, riots, accidents, delays of carriers, default or force majeure of subcontractors or suppliers, non-availability of any permits, licenses and/or authorizations required, voluntary or mandatory compliance with any government act, regulation or request, shortage of labor, materials or manufacturing facilities, or information or materials being contaminated with blood or other potentially infectious material.

**6. TERM; TERMINATION.**

Unless otherwise terminated by a Party as provided in this Section 6, this Agreement will terminate when the Services are complete and the Client has paid Philips in full for such Services. Either Party may terminate this Agreement for any breach by the other Party of a material obligation under this Agreement that such other Party does not cure within 30 days of receipt of written notice of such breach from the non-breaching party.

6.1 If Philips terminates this Agreement due to Client's breach, then Client shall pay Philips:

6.1.1 All outstanding invoices for Services performed until the termination; and

6.1.2 Costs incurred by Philips due to the early termination by Client, including but not limited to costs of manpower of Philips own and temporary or seconded staff allocated to the performance of the Agreement incurred by Philips during the period needed to reallocate such staff; and

6.1.3 20% of the amount Client would have been invoiced for the remaining part of the Agreement had the Agreement been performed in full.

6.1.4 If Client terminates the Agreement due to Philips' breach, then Client shall pay Philips all outstanding invoices for Services performed until the termination.

6.1.5 Client's failure to pay any amount due under this Agreement within 30 days of when payment is due constitutes a default of this Agreement and no additional notice is required. If such a default occurs, Philips may, at its option,

6.1.5.1 withhold performance under this Agreement and any or all of the other agreements until a reasonable time after the default has all defaults have been cured,

6.1.5.2 declare all sums due and to become due to be immediately due and payable under this Agreement and any or all of the other agreements,

6.1.5.3 commence collection activities for all sums due or to become due hereunder, including, but not limited to costs and expenses of collection, and reasonable attorney's fees,

6.1.5.4 terminate this Agreement with 10 days' notice to Client, and (v) pursue any other remedies permitted by law.

**7. WARRANTY DISCLAIMER.**

7.1 Philips' full contractual obligations to Client are only those described in this Agreement.

7.2 THIS IS A SERVICE ENGAGEMENT. PHILIPS WARRANTS THAT IT SHALL PERFORM THE SERVICES IN GOOD AND PROFESSIONAL MANNER. ANY RELATED INFORMATION OR DOCUMENTATION IS PROVIDED BY PHILIPS ON AN "AS IS" BASIS. PHILIPS PROVIDES NO OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, FOR THE SERVICES, AND NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLIES TO ANYTHING PROVIDED BY PHILIPS' SUBCONTRACTOR OR PHILIPS.

**8. LIMITATIONS OF REMEDIES AND DAMAGES.**

8.1 Philips' total liability, if any, and Client's exclusive remedy with respect to the Services and Philips' performance hereunder is limited to an amount not to exceed the price stated herein for the Services that is the basis for the claim.

8.2 IN NO EVENT WILL PHILIPS BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST REVENUES OR PROFITS, LOSS OF DATA OR GOODWILL, OR THE COST OF SUBSTITUTE SERVICES, WHETHER ARISING FROM BREACH OF THE TERMS IN THIS AGREEMENT, BREACH OF WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHER TORT. PHILIPS WILL HAVE NO LIABILITY FOR ANY ASSISTANCE PHILIPS PROVIDES THAT IS NOT REQUIRED UNDER THIS AGREEMENT.

8.3 Any claim must be notified to Philips in writing within 90 business days of the date of the event giving rise to any such claim, and any lawsuit relative to any such claim must be filed within one year of the date of the claim. Any claims that have been brought or filed in conflict with the preceding sentence are null and void.

**9. RETENTION OF TITLE.**

9.1 Except for Philips' intellectual property, which shall remain Philips and/or its affiliates property at all times, Client explicitly accepts that Philips shall retain title to the deliverables described in the SOW until full payment has been received by Philips of all amounts due in accordance with the agreement between Client and Philips under which the deliverables are delivered to Client and Client agrees not to resell the deliverables and shall take all measures to protect the deliverables and to ensure that Philips title to the deliverables is in no way prejudiced. Risk of damage, loss or destruction of the deliverables shall pass to Client upon the delivery of the deliverables to Client in accordance with the ex-works delivery condition. Client shall insure the deliverables at its own expense for the time they remain Philips property. if Client fails to make any payments to Philips when due, Client shall, upon Philips first notice, return to Philips, at Client's risk and expense, any deliverables to which Philips has retained title as aforesaid.

**10. DELIVERABLES; PROPRIETARY MATERIALS.**

10.1 As used in this Agreement:

10.1.1 "Technology" means works of authorship, materials, and information;

10.1.2 "Philips Technology" means all Technology created prior to or independently of the performance of the Services, or created by Philips or its subcontractors as a tool for their use in performing the Services, plus any modifications or enhancements thereto and derivative works based thereon;

10.1.3 "Deliverables" includes all Technology that Philips or its subcontractors create for delivery to Client as a result of the Services;

10.1.4 "Intellectual Property Rights" means patents, trademarks, copyrights (including derivative works), database rights, trade secrets, and any form of protection offered by law to Know-How and all registrations, applications, renewals, extensions, combinations, divisions, continuations or reissues of any of the foregoing or which otherwise arises or is enforceable under the laws of any jurisdiction or any bi-lateral or multi-lateral treaty regime;

10.1.5 "Know-How" means any and all technical information, concepts, approaches, methodologies, tools, data and documents of whatever nature, including, without limitation, any drawings, specifications, software, photographs, samples, models, processes, procedures, reports, generic industry information, correspondence, and other knowledge and experience; and

10.1.6 "Philips Intellectual Property Rights" means Intellectual Property Rights of Philips.

10.2 Upon full payment to Philips, and subject to the terms and conditions contained in this Agreement, Philips hereby (i) assigns to Client all rights in and to the Deliverables, except to the extent they include any Philips Technology or Philips Intellectual Property Rights; and (ii) grants to Client a non-exclusive, non-transferable right to use, without the right to sub-license, for Client's internal business purposes under Philips Intellectual Property Rights, any Philips Technology included in the Deliverables in connection with its use of the Deliverables. Except for the foregoing license grant, Philips or its licensors retain all rights in and to all Philips Technology and Philips Intellectual Property

Rights. Philips retains all rights, title and interest to Know-How possessed by Philips prior to, or acquired during, the performance of the Services.

10.3 Except for Philips Technology, which shall remain Philips or its affiliates property at all times, Client explicitly accepts that Philips shall retain title to the Deliverables described in the SOW until Philips receives full payment of all amounts due in accordance with this Agreement, Client will not resell the Deliverables, and Client will take all measures to protect the Deliverables and to ensure that Philips title to the Deliverables is in no way prejudiced. If Client fails to make any payments to Philips when due, Client shall, upon notice from Philips and a reasonable opportunity to cure such failure, return to Philips, at Client's expense, any Deliverables to which Philips has retained title as aforesaid.

10.4 If Philips uses, delivers, or transmits to Client proprietary materials (including software and written documentation) in connection with the Services that have not been purchased by or licensed to Client, then (i) Client hereby consents to this use, delivery, transmission, and removal of all or any part of this property at any time, all without charge to Philips and (ii) Client's possession of this property or the presence of this property at the Client's site will not give Client any right or title to this property or any license or other right to decompile this property or provide access to any third party. Any access to or use of this property and any de-compilation of this property by anyone other than Philips' personnel is prohibited. Client will use all reasonable efforts to protect this property against damage or loss and to prevent any access to or use or de-compilation of this property contrary to this prohibition and to cause its employees and representatives to do the same. Client will immediately report to Philips any violation of this provision that Client becomes aware of.

**11. CONFIDENTIALITY**.

11.1 Each Party shall maintain as confidential any information furnished or disclosed to one party by the other Party, whether disclosed in writing or disclosed orally, relating to the business of the disclosing party, its clients or its patients, and this Agreement and its terms, including the pricing terms under which Client has agreed to purchase the Services. Each Party shall use the same degree of care to protect the confidentiality of the disclosed information as that party uses to protect the confidentiality of its own information, but in no event less than a reasonable amount of care. Each Party shall disclose such confidential information only to its employees having a need to know such information to perform the transactions contemplated by this Agreement. The obligation to maintain the confidentiality of such information shall not extend to information that

11.1.1 is or becomes part of the public domain without violation of this Agreement or any other obligation of confidentiality;

11.1.2 is known by the receiving Party prior to disclosure by the disclosing Party;

11.1.3 is lawfully obtained by the receiving Party from a third party without any breach of confidentiality or violation of law;

11.1.4 is furnished to others by the disclosing Party without restrictions similar to those herein contained as to the use or disclosure hereof;

11.1.5 is developed by the receiving Party completely independently of any such disclosure by the disclosing Party; or

11.1.6 is required to be disclosed by law or by court order, with prompt notice of such request by providing Party. In addition,

11.1.6.1 if our engagement becomes known to the public, Philips may cite the performance of these services to our clients and prospective clients as an indication of its experience and

11.1.6.2 Philips may keep an archival set of our working documents from the engagement, including working papers containing or reflecting confidential information, in accordance with our internal policies. The confidentiality period will extend for a period of five years after the expiration date of this Agreement. Upon termination or expiration of this Agreement, Client will promptly return to Philips any confidential information received from Philips and any materials embodying or containing such confidential information.

**12. NO PUBLICITY.**

12.1 Client will not use Philips' name or logo or any adaptation thereof, for any advertising, trade or other purpose without Philips' prior written consent, which consent may be granted or withheld at Philips sole discretion. Client will not give interviews to the media or publish any articles both in connection with the Services, unless Client has obtained Philips' prior written approval for such interview or publication.

**13. NON-EXCLUSIVITY.**

13.1 Philips may (i) provide any services to any person or entity and (ii) develop for itself, or for others, any materials or processes including those that may be similar to those produced as a result of the Services, provided that, Philips complies with its obligations of confidentiality set forth in this Agreement.

**14. INDEPENDENT CONTRACTOR.**

14.1 Philips is Client's independent contractor. Philips' employees are under Philips' exclusive direction and control. Philips' subcontractor's employees are under Philips' subcontractor's exclusive direction and control. Nothing in this Agreement will be construed to designate Philips or any of Philips' employees or Philips' subcontractors or any of their employees as Client employees, agents, joint venturers, or partners. Client will indemnify, defend, and hold harmless Philips and its officers, directors, and employees from any claims for loss, cost, damages, expense or liability (including reasonable attorneys' fees) to the extent such claims result from Client's or Client's employees' act or omissions.

**15. PRIVACY.**

15.1 In the course of providing the Services to Client, Philips may need to have access to, view, or download computer files that might contain Personal Data. Personal Data includes information relating to an individual, from which that individual can be directly or indirectly identified. Personal Data can include both personal health information (e.g., images, heart monitor data, and medical record number) and non-health information (e.g., date of birth and gender). Philips will process Personal Data only to the extent necessary to fulfill its obligations under this Agreement.

**16. SUBCONTRACTS AND ASSIGNMENTS.**

16.1 Philips may subcontract to contractors of Philips' choice any of Philips' Services obligations to Client or other activities performed by Philips under this Agreement. No such subcontract will release Philips from those obligations to Client. Client may not assign this Agreement or the responsibility for payments due under it without Philips' prior express written consent, which will not be unreasonably withheld.

**17. SURVIVAL, WAIVER, SEVERABILITY, NOTICE, CHOICE OF LAW.**

17.1 Client's obligation to pay any money due to Philips under this Agreement survives expiration or termination of this Agreement. All of Philips' rights, privileges and remedies with respect to this Agreement will continue in full force and effect after the end of this Agreement. Either party's failure to enforce any provision of this Agreement is not a waiver of that provision or of such party's right to later enforce each and every provision. If any part of this Agreement is found to be invalid, the remaining part will be effective. Notices or other communications will be in writing, and will be deemed served if delivered personally, or if sent by facsimile transmission, by overnight mail or courier, or by certified mail, return receipt requested and addressed to the party at the address set forth on the face of this Agreement. The laws of the Netherlands will govern any interpretation of this Agreement and dispute between Philips and Client without regard to the principles of choice of law.

17.2 All disputes that have not been settled shall be submitted to the competent court in the Netherlands, without prejudice to the right of Philips to bring any action or proceedings against Client, including injunctive or other equitable relief, in any other court of competent jurisdiction.

**18. ENTIRE AGREEMENT.**

18.1 This Agreement constitutes the entire understanding of the parties and supersedes all other agreements, written or oral, regarding its subject matter. No additional terms, conditions, consent, waiver, alteration, or modification will be binding unless in writing and signed by Philips' authorized representative and Client. Additional or different terms and conditions, whether stated in a purchase order or other document issued by Client, are specifically rejected and will not apply to the transactions contemplated by this Agreement. No prior proposals, statements, course of dealing, course of performance, usage of trade or industry standard will be part of this Agreement.

**19. AUTHORITY TO EXECUTE.**

19.1 In executing this Agreement, the parties hereto acknowledge that they have read each of the terms and conditions hereof on behalf of their respective interests, that they know and understand the same, and that they have signed this Agreement as their own respective free acts and with the express authority to do so.

**20. COMPLIANCE WITH LAWS AND EXPORT CONTROL.**

20.1 Client represents that, with respect to its performance under the agreement, it will comply with all applicable laws and regulations, including but not limited to those pertaining to Dutch export administration or the export or import controls or restrictions of other applicable jurisdictions.

20.2 The delivery of a Deliverable or a service under the agreement is subject to the granting of an export or import license by a government and/or any governmental authority under any applicable law or regulation, or otherwise restricted or prohibited due to export or import control laws or regulations, Philips may suspend its obligations and Client's rights regarding such delivery until such license is granted or for the duration of such restriction and/or prohibition, respectively, and Philips may even terminate the agreement, without incurring any liability towards Client. furthermore, if an end-user statement is required, Philips shall inform Client immediately thereof and Client shall provide Philips with such document upon Philips first written request; if an import license is required, Client shall inform Philips immediately thereof and Client shall provide Philips with such document as soon as it is available. Client warrants that it will not deal with the services in violation of any applicable export or import control laws and regulations.

**Schedule 11-B**
**Antivirus Management Services Terms and Conditions (Rev 27)**

**1. SERVICE OVERVIEW.**

1.1 The Patient Monitoring Antivirus Management Services is a managed subscription service that provides Philips patient monitoring Customers with the installation, configuration, and maintenance of a Philips-validated third-party endpoint protection platform "EPP" software solution (defined below), which is chargeable to Customer on a per-Sector basis for the Term specified on the Quotation ("Subscription Service(s)"). The Subscription Service is comprised of three primary components:

1.1.1 A license to a third-party designed EPP;

1.1.2 A license to hosted web console provided by the EPP provider that enables the maintenance, policy configuration, and regular updates of the EPP; and

1.1.3 Various Philips services that enable the installation, maintenance, and use of the EPP and console, which vary based on the service level purchased by Customer.

**2. DEFINITIONS**.

2.1 "Authorized Users" means Customer employees designated by Customer to access and use the Console. Customer shall keep this list current so Philips can revoke/grant access as necessary. Authorized Users shall comply with the terms of use of the Console designated by the EPP provider.

2.2 EPP" means the endpoint protection platform which is a third party designed end point protection software agent solution. Philips reserves the right to substitute the EPP with a like product upon validation of the substitute solution. It is the anticipation of the parties that the function and methodology used by EPP's will evolve over time.

2.3 "EPP Console" means the third party designed web-based console that provides Customer near real time data feedback from the EPP agent.

2.4 "Covered Systems" for the purpose of this Schedule means the location of the Hosts, including but not limited to the following: PIC iX Surveillance PC Workstations, PIC iX Patient Link PCs, PIC iX Enterprise Link PCs and Servers, PIC iX Enterprise Primary Servers, PIC iX Physio Servers, PIC iX Web Servers, PIC iX Mobility Servers, IntelliBridge Enterprise (IBE) Server, CareEvent Server, and Focal Point Server. The services provide to the Covered Systems under this Schedule are solely the Subscription Services explicitly set forth in this Schedule.

2.5 "Hosts" mean environments that host the Monitored Products. The Subscription Services are limited to the Hosts identified and tracked in the Console. Customer is responsible for ensuring that all intended systems are listed in the Console as Customer purchases and retires Philips products.

2.6 "Monitored Products" mean the Philips designed applications that are eligible for Subscription Services and limited to the following Philips software products: PIC iX, IntelliBridge Enterprise (IBE) Server, CareEvent, and Focal Point. This list is exclusive and specific, no products manufactured by parties other than Philips are covered by Subscription Services regardless of the seller, their purpose, or hosted location.

2.7 "Philips Holidays" mean the current list of Philips observed public holidays.

2.8 "Quotation" means the quotation containing the quantity of Sectors, subscription type and price.

2.9 "Sector" is the licensing schema for the PIC iX and IBE software. This licensing schema describes a license assignment on a central station wherein a patient and the related monitoring equipment have been assigned and is often used interchangeably with patients, as this is how an Authorized User experiences the Monitored Products.

2.10 "Software License" means the license as defined in Section 5 herein.

2.11 "Statement of Work" or "SOW" means the detailed statement of work which documents the installation and ongoing performance of the Subscription Services.

2.12 "Term" means the duration of the Subscription Services set forth on the Quotation. The Term of the Subscription is non-cancelable except as explicitly stated herein.

**3. SERVICES PROVIDED.**

3.1 EPP Agent.

3.1.1 Subject to the terms of the Software License, Philips grants Customer a license to the EPP Agent for the designated number of Sectors on the Quotation for the duration of the Term.

3.1.2 Philips shall install and configure the EPP Agent on the Hosts specified in the SOW. Philips shall have no obligation to provide the Subscription Services for any Hosts not identified on the SOW and disclosed to Philips technical representatives responsible for this specific Agreement.

3.1.3 Philips shall configure the EPP pursuant to the validated configuration for each of the individual Monitored Products.

3.1.4 Covered Systems will synchronize with the Philips instance of the OEM cloud service which allows for the automatic update the EPP Agent.

3.2 EPP Console.

3.2.1 Subject to the terms of the Software License, Philips grants Customer a license to use the EPP Console, for the specified number of Authorized Users, solely for receiving the Subscription Services, for the Term.

3.2.2 Philips shall provide read-only access to the EPP Console enabling Customer to:

3.2.2.1 See the inventory of Covered System and their location;

3.2.2.2 See the dashboard showing security events;

3.2.2.3 View the available data regarding Hosts on which the EPP Agent is installed.

3.3 Response and Remediation.

3.3.1 Essential: Customers purchasing Essential service level will have access to the EPP Console to view virus and malware alerts provided by the EPP Agent. Essential Customer's will be solely responsible for monitoring and responding to alerts and conducting remediation activities.

3.3.2 Plus: Customers purchasing Plus service level will receive notice from the EPP Agent and Philips Security Operations Center when the EPP Agent has provided an alert. In cases where a malware/virus has been detected on Monitored Products, Philips shall perform reimaging of the Host according to the procedure set forth in the SOW. De-installation and reimaging of the Host is the sole and exclusive remediation option for impacted Monitored Products. This process involves taking the Host and associated hardware out of use for the time needed for the reimaging process.

**4. CUSTOMER RESPONSIBILITIES.**

4.1 SOW. Customer is responsible for performing its obligations identified in the SOW and timely cooperating with the reasonable requests of Philips as necessary to enable provision of the Subscription Services. This cooperation includes providing updated information on the Hosts and Customer contacts.

4.2 Implementation. Customer shall provide the resources and people necessary for Implementation and testing and work closely with the Philips project manager to develop the Implementation project schedule. Customer shall provide physical access to patient rooms, central station, hallways, and equipment rooms for the Implementation. Any delays by Customer will extend the Implementation timeline by an equal period. All of these activities shall happen on weekdays 8am-5pm local time, excluding Philips Holidays.

4.3 Education. Customer shall ensure all pertinent staff attend the required education for the Subscription Services both at Implementation and training for new employees hired post-Implementation (which is not included and will be billed separately).

4.4 Security and Use. Customer will immediately notify Philips of any unauthorized use or security breach of EPP Host, EPP Console, Subscription Services, or Documentation.

4.5 User Information. Customer is responsible for providing Philips with up-to-date system administrator and user information.

4.6 Not Failsafe. Customer acknowledges and agrees that the Subscription Services are not designed, tested, or intended to be failsafe and it is the obligation and sole responsibility of Customer to maintain adequate contingencies and procedures to ensure continuity of patient care in the event of virus or other threat to the security or integrity of Customer's patient care systems.

4.7 EPP Remote Access. Provide Philips/EPP provider with remote access to the EPP Agent, which functions as the communication mechanism between the Host(s) and the EPP Console in the manner and method designated by the EPP provider as necessary.

4.8 PRS Connection. Customer agrees to work with Philips to establish Philips Remote Services (PRS) connectivity, to the pertinent system components. This PRS connection is required to support product installation/configuration and remote solution supportability post-installation.

4.9 EPP Policies. Review and acknowledge the applicable EPP Agent policy configurations and report to Philips any policies that are not compatible with Customer's IT or Covered System configuration.

4.10 Root Cause Evaluation. Perform root cause analysis and remediation for infections and threats emanating from inside Customer's network (other than the Monitored Products).

4.11 Third Party Cooperation. Secure the cooperation of any third parties needed to receive Subscription Services for the Term, whether these are within or outside Customer's organization (i.e., HIS/EMR vendors or subcontractors) and serve as the principal point of contact with all Customer-contracted third parties.

4.12 Response and Remediation. Customer shall maintain a 24/7 point of contact to coordinate with Philips to effectuate response and remediation activities, review email alerts, and address other urgent concerns. Customer

understands and agrees that the Subscription Services can only work in conjunction with local resources and is not a fully automated remote solution.

**5. LICENSE TO SOFTWARE.**

5.1 Grant. Subject to Customer's compliance with the terms and conditions of this Agreement, Philips grants Customer a limited, nonexclusive, and nontransferable license to access and use, for Customer's internal business purposes only, software included as part of the Subscription Services that Philips has either made remotely accessible to Customer or has deployed at Customer's premises ("Licensed Software").

5.2 Limitations. Customer's usage of the Licensed Software is limited to the number of Sectors stated on the Quotation. Customer may not: (a) license, sublicense, access, use, sell, resell, transfer, assign, distribute, or otherwise commercially exploit or make the Licensed Software available to any third party; (b) access or use the Licensed Software to build or support any products or services competitive with the Subscription Services; (c) attempt to gain unauthorized access to the Licensed Software, engage in any denial of service attacks, or otherwise cause immediate, material or ongoing harm to Philips, its provision of the Subscription Services, or to others; or (d) use the Subscription Services in a manner that violates applicable law or regulation, infringes on the rights of any person or entity, or violates these terms.

5.3 U.S. Government Users. The Licensed Software is considered "commercial computer software" and "commercial computer software documentation," under DFAR Section 227.7202 and FAR Section 12.212, as applicable. Any use, modification, reproduction, release, performance, display or disclosure of the Licensed Software by the United States Government will be governed solely by these terms and is prohibited except to the extent expressly permitted by these terms.

**6. SERVICE CHANGES AND SUSPENSION.**

6.1 Identified Hosts. Customer may reallocate instances of the EPP as Hosts are changed/retired as part of hardware changes by providing Philips with updated information so it may implement the Subscription Services on the new Hosts. Any new Hosts that have Monitored Software installed in a domain receiving Subscription Services must be added to the Subscription Services as Customer increases Covered Systems; Customer shall notify Philips of the new Covered Systems and, if requested, Customer will sign a new Quotation for the additional Covered Systems/Sectors.

6.2 Functionality Change. Customer acknowledges and agrees that the functionality, features, supplier, specifications, and Documentation of the Subscription Services are subject to change by Philips at any time, provided that Philips will not materially degrade the functionality of the Subscription Services and will provide reasonable advanced notice of any substantial changes.

6.3 Discontinuation. Philips may determine that the Subscription Services are obsolete, or "End of Life," and will not be maintained or supported. In such event, Philips may, with 180 days' prior written notice, terminate this Agreement and provide Customer with a refund of any pre-payments for periods of Subscription Services not yet rendered.

6.4 Suspension. In addition to any of its other rights or remedies Philips may, at its determination, suspend the Subscription Service where: (1) 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 or (2) suspension is necessary to maintain security or integrity of the Subscription Services. Philips will not exercise this remedy without prior written notice to Customer, unless such prior written notice is not reasonably possible, for instance, with regard to the protection of the security of the Subscription Service.

**7. CONCLUSION OF SERVICES.**

7.1 Upon termination or expiration of the Term, for any reason: (a) Philips will discontinue provision of the Subscription Services, (b) Customer's entitlement to access and use any Licensed Software will end, and (c) Philips will de-install the Licensed Software. Philips is not obligated to retain any Customer information collected as part of the Subscription Services beyond the Term.

**8. DISCLAIMERS.**

8.1 Limitations. NOTWITHSTANDING ANYTHING ELSE IN THE AGREEMENT, IN ADDITION TO ANY OTHER LIMITATIONS SET FORTH IN THE AGREEMENT, SUBSCRIPTION SERVICES ARE PROVIDED "AS-IS", "AS-AVAILABLE", WITHOUT WARRANTY, REPRESENTATION OR INDEMNITY OF ANY KIND, EXPRESS, IMPLIED, ORAL, WRITTEN, STATUTORY, OR OTHERWISE, INCLUDING: WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. PHILIPS MAKES NO WARRANTY OR REPRESENTATION THAT THE SUBSCRIPTOIN SERVICES: (A) WILL BE UNINTERRUPTED, COMPLETELY SECURE, ERROR-FREE, FAILSAFE, OR FREE OF VIRUSES; (B) WILL MEET CUSTOMER'S BUSINESS REQUIREMENTS OR OPERATE WITH CUSTOMER'S CURRENT SYSTEMS; (C) WILL COMPLY

WITH ANY PARTICULAR LAW; OR (D) WILL PROVIDE COMPLETE PROTECTION TO CUSTOMER OR THE MONITORED PHILIPS PRODUCTS AGAINST ANY SECURITY THREATS OR VULNERABILITIES. CUSTOMER ACKNOWLEDGES NO DATA TRANSMISSION OVER THE INTERNET CAN BE GUARANTEED TO BE SECURE. PHILIPS DISCLAIMS ANY RESPONSIBILITY OR LIABILITY FOR ANY INTERCEPTION OR INTERRUPTION OF ANY COMMUNICATIONS THROUGH THE INTERNET, NETWORKS, OR SYSTEMS OUTSIDE PHILIPS' CONTROL. CUSTOMER IS RESPONSIBLE FOR MAINTAINING THE SECURITY OF ITS NETWORKS, SERVERS, APPLICATIONS, AND ACCESS CODES. SUBSCRIPTION SERVICES MAY BE SUBJECT TO LIMITATIONS, OUTAGES, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. PHILIPS IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, LOSS OF CUSTOMER DATA, BUSINESS INTERRUPTION, OR DAMAGES RESULTING FROM THOSE PROBLEMS.

8.2 WAIVER OF LIABILITY. CUSTOMER UNDERSTANDS AND AGREES THAT THE LICENSED SOFTWARE IS NOT DEVELOPED BY PHILIPS AND PHILIPS DOES NOT MAKE ANY REPRESENTATION ABOUT THE FUNCTIONALITY OR EFFICACY OF THE LICENSED SOFTWARE. PHILIPS IS NOT RESPONSIBLE OR LIABLE FOR ANY DAMAGES WHATSOEVER CAUSED BY THE LICENSED SOFTWARE, ITS CONFIGURATION, OR ITS FAILURE TO DETECT VIRUSES OR MALICIOUS CODE.