PHILIPS

Exhibit 32
Philips Patient Monitoring Cybersecurity Services Terms and Conditions (Rev 27)

1. SERVICE OVERVIEW

1.1 Philips will provide the Services (as defined below) for the duration of the Term, as further described in this Exhibit and the Quotation. The Services are limited to cybersecurity-related support for Customer's Philips patient monitoring systems and associated PIC iX central stations.

2. DEFINITIONS

For the purposes of this Exhibit, the following definitions shall apply:

2.1 **"Agreement"** means, collectively, the Quotation, this Exhibit, and the Philips Healthcare General Terms and Conditions of Service. In the event of a conflict between or among the documents that compose the Agreement, then the terms of the Quotation will govern, followed by this Exhibit, and then the Philips Healthcare General Terms and Conditions of Service.

2.2 "**Authorized Users"** means the Customer employees designated by Customer to access and use the Subscription Services.

2.3 **"Bed"** means a discrete physical location within the Customer's facilities that includes an actual patient care bed and a corresponding patient monitoring device.

2.4 "**Patient Monitoring Cybersecurity Services**" is a managed subscription service that provides Philips patient monitoring Customers with the installation, configuration, and maintenance as described in Sections 4 & 5 of this Exhibit and may also include, at the Customer's option and for additional fees, the add-on entitlements described in Section 6.

2.5 **"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 scheme describes a license assignment on a central station where a patient and the related monitoring equipment have been assigned.

2.6 **"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 Patient Monitoring Cybersecurity Services and which is rolled up to a single per Monitored Bed fee.

2.7 **"Subscription Services"** or **"Services"** means the Patient Monitoring Cybersecurity Services and the specific options selected by the Customer as specified on the Quotation.

3. SUBSCRIPTION

3.1 **Term.** The Term for the Services is defined in the Quotation. The end date for all Beds and associated Sectors will be co-terminus regardless of when they may be added to the scope of the Services. For any Bed where the corresponding patient monitoring device has not yet been installed prior to the commencement of the Term, the Term with respect to that Bed will commence immediately following Philips' confirmation that the applicable patient monitoring device is installed and ready for clinical use.

3.2 **Subscription Conditions.** In exchange for the Customer's payment of the Subscription Fee, Philips will provide the Services to the Customer on a subscription basis for the duration of the Term.

3.3 **Conclusion of Services.** 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.

3.4 **True-Up Process.** The Services are chargeable to Customer on a per-Sector basis for the Term specified on the Quotation Philips and Customer will annually review the number of Beds/Sectors. If Customer is using more than the quantity purchased, Philips will issue a revised quotation, and Customer shall issue a corresponding purchase order. Philips is not obligated to provide Services for any Bed/Sector not reflected in a valid purchase order.

3.5 **Suspension.** In addition to any of its other rights or remedies Philips may, at its determination, suspend the Subscription Services where: (1) Customer has failed to perform any obligation under this Exhibit where such breach is irremediable or, if the breach is remediable, fails to remedy such breach within thirty (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. Philips may terminate this Exhibit and the Services for any suspension lasting more than sixty (60) days from the first date the suspension was enacted.

3.6 **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 one hundred eighty (180) days' prior notice, terminate this Exhibit and provide Customer with a refund of any pre-payments for periods of Subscription Services not yet rendered.

4. TELEPHONE AND REMOTE SUPPORT

4.1 **Direct Connect.** Telephone and Remote Support coverage is included with the Patient Monitoring Cybersecurity Services. Technical and Clinical Telephone and Remote Support coverage services are available from 8AM to 8PM Eastern Time from Monday to Friday excluding Philips holidays.

4.2 **Remote Access and Diagnostics.** Philips may remotely access the Covered System and any components necessary to perform the Services. Customer shall provide and maintain such remote access.

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

5. PATIENT MONITORING CYBERSECURITY SERVICES ENTITLEMENTS

Subscription Services include the following:

5.1 **PerformanceBridge Focal Point.** Focal Point is an application that provides centralized operational management for Philips patient monitoring products and network devices. 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 (as listed in Section 4. above).

5.2 **OS Patching Service.** Philips OS Patching Service consists of:

5.2.1 Validation and delivery of MS OS security updates: Philips validates Microsoft (MS) Operating System (OS) patches and delivers them to the Customer's Philips IntelliVue Information Center iX (PIC iX) and IntelliBridge Enterprise (IBE) if applicable through the Focal Point application.

5.2.2 Patch installation: PIC iX and IBE OS patching is performed by the Customer using the Focal Point user interface.

5.2.3 Philips shall make available through Focal Point validated OS patches for Customer Sectors. Philips will make validated Microsoft OS patches available through Focal Point. Release timing is at Philips' discretion. Customer acknowledges that OS Patching Service is available only if Customer installs and activates Focal Point and enables PRS connectivity within ninety (90) days of Agreement execution. This entitlement does not include any extended support which must be separately purchased from Microsoft.

5.3 **Annual Success Engagement.** During the term of the Agreement Philips will schedule one remote annual review meeting to discuss Customer's use of Focal Point, to address operational questions within the scope of the Services, and to validate evolving business needs and technical inquiries.

6. ADD ON ENTITLEMENTS

The following entitlements may only be purchased individually and may not be included in the Subscription Fee. If selected each Add On entitlements shall appear on the Quotation along with its corresponding fee:

6.1 **Onsite OS Patching Service.** Philips will provide on-site installation of validated Microsoft operating system patches available for the Philips PIC iX system(s) four (4) times per contract year. IBE OS patching is included in this entitlement but executed remotely. Additionally, Philips will also provide up to two (2) on-site visits per contract year for emergency patch support, as determined by Philips. If Customer declines/delays Focal Point installation or defers any OS Patching cycle(s), Philips requests a Customer signature on the associated approved Philips document to confirm their awareness and acceptance of a cybersecurity event risk. Customer will be charged time and material for any onsite OS patching services provided by Philips during this period of declined/delayed Focal Point installation.

6.2 **Antivirus Management Services.** The Antivirus Management Services is a managed subscription service that provides Customer with the installation, configuration, and maintenance of a Philips-validated third-party endpoint protection platform "EPP" software solution. "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. The Subscription Service is comprised of three primary components: (i) a license to a third-party designed EPP; (ii) a license to hosted web console provided by the EPP provider that enables the maintenance, policy configuration, and regular updates of the EPP, and (iii) various additional Philips services that enable the installation, maintenance, and use of the EPP and console, which vary based on the service level purchased by Customer. Customer acknowledges that: (i) the antivirus software is

provided by a third-party; (ii) Philips makes no representation regarding its detection capabilities; (iii) installation, performance, updates, and discontinuation are subject to third-party licensing and end-of-life policies; and (iv) Customer shall comply with all pass-through terms provided by Philips. Philips will provide a service to protect selected Philips Products with a Philips validated antivirus solution. Philips will provide either Essential or Plus tier service levels as described below and set forth on the Quotation:

A. ***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.

B. ***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 Philips' standard procedure. 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.

6.2.1 Authorized Users. Customer shall provide to Philips and keep current its list of Authorized Users 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.

6.2.2 Covered Systems, Hosts and Monitored Products. "Covered Systems" are the locations of the Hosts that run the Monitored Products, including: 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. "Hosts" are the environments that host the Monitored Products, and Subscription Services are limited to the Hosts identified and tracked in the Console; Customer is responsible for keeping the Console current as it purchases and retires Philips products. "Monitored Products" are the Philips-designed applications eligible for Subscription Services, limited to PIC iX, IntelliBridge Enterprise ("IBE") Server, CareEvent, and Focal Point; no third-party products are covered regardless of seller, purpose, or hosted location, and the services provided to the Covered Systems under this Exhibit are solely the Subscription Services explicitly set forth in this Exhibit.

6.2.3 EPP Agent. Subject to the terms of the Software License, Philips grants Customer a license to the EPP Agent for the designated number of Covered Systems on the Quotation for the duration of the Term. Philips shall install and configure the EPP Agent on the specified Hosts. Philips shall have no obligation to provide the Subscription Services for any Hosts not identified in advance and disclosed to Philips technical representatives responsible for this specific Agreement. Philips shall configure the EPP pursuant to the validated configuration for each of the individual Monitored Products. Covered Systems will synchronize with the Philips instance of the OEM cloud service which allows for the automatic update the EPP Agent.

6.2.4 EPP Console. 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. Philips shall provide read-only access to the EPP Console enabling Customer to: (i) See the inventory of Covered System and their location; (ii) See the dashboard showing security events; and (iii) View the available data regarding Hosts on which the EPP Agent is installed.

6.2.5 EPP Remote Access. Customer will 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.

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

6.2.7 Not Failsafe. Customer acknowledges and agrees that the Sub scription 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.

6.2.8 EPP Policies. Customer must 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.

6.2.9 Root Cause Evaluation. Customer may be expected to perform root cause analysis and remediation for infections and threats emanating from inside Customer's network (other than the Monitored Products).

6.2.10 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.

6.2.11 Service Changes. 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. 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 **Performance Analytics.** If included in the Quotation, Philips will provide ongoing assessment and reporting of the Customer's log files in Focal Point in order to improve stability of the customer's patient monitoring solution. This service includes remote resolution of issues, advanced root cause analysis, and post installation review by a Philips expert.

6.3.1 All PIC iX devices utilizing the service must be covered by the Patient Monitoring Cybersecurity Services agreement.

6.3.2 The service ends with termination (or expiration without renewal) of the Patient Monitoring Cybersecurity Services agreement.

6.3.3 A network connection from Focal Point to Philips HSP needs to be maintained by Customer 24/7 to offload the SQL database.

6.3.4 Customer Obligations. Customer acknowledges and agrees that Philips' provision of the services described in this Section is contingent upon Customer maintaining Customer's network and its Focal Point software. Philips will have no liability resulting from issues arising out of Customer's network, information security environment, Focal Point, Customer owned or maintained equipment or hardware, or any other similar failure occurring outside of Philips control.

7. CUSTOMER RESPONSIBILITIES

7.1 **SOW.** If Philips should provide a Statement of Work ("SOW") in connection with the Quotation, 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.

7.2 **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 8 AM-5 PM local time, excluding Philips holidays.

7.3 **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).

7.4 **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 Patient Monitoring Cybersecurity Services entitlements during the Agreement. Customer will provide Philips with 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 ensure that proper backup procedures are in place as outlined in the System Installation and Reference Guides.

7.5 **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 Exhibit. 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.

7.6 **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. Customer will immediately

notify Philips of any unauthorized use or suspected security breach of EPP Host, EPP Console, Subscription Services, or Documentation.

7.7 **Software Version Levels**. Customer must maintain the Bed at a currently supported version to receive support under this Exhibit.

7.8 **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 the 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.

7.9 **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.

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

7.11 **PRS Connection.** Customer will 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.

7.12 **Third-Party Cooperation.** Customer will 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.

8. SERVICE LIMITATIONS

8.1 **Software Restoration for Antivirus Services**. If the Antivirus Software Management Service fails due to malware infection and the PIC iX software on the Covered System requires restoration, then Philips will reinstall the PIC iX application software, and the impacted database software, and operating system to the revision level that existed prior to the failure and Philips will attempt to reinstall Customer-created data backup. Customer holds sole responsibility for any 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.

8.2 **Antivirus 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 Customer selects the option listed in Section 6.2 (Antivirus Management Services), Customer shall install and maintain its own antivirus software in accordance with the Equipment 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.

8.3 **Non-Philips Software Assistance**. Requests for assistance with hardware, operating systems, communications network, third-party software, printer configuration, etc., are outside the scope of this Agreement.

9. EXCLUSIONS

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

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

9.1.1 any product (hardware, firmware, software, or cabling) not supplied by Philips, whether used internal or external to 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);

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

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

9.1.4 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.

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

9.3 If the Covered System covered by this Exhibit is software only, then notwithstanding anything to the contrary in the Agreement or this Exhibit, network, hardware and parts are not included in the Services.
9.4 Any network related problems.
9.5 The cost of Consumables, software media, and cassettes.
9.6 Networking hardware.

10. LICENSE TO SOFTWARE

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

10.1 **Grant.** Subject to Subject to Customer's compliance with the terms and conditions of this Exhibit and any additional limitations that may be included in the Quotation, Philips grants to 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"). The Licensed Software shall be used only with the products, sites and Beds approved by Philips and may be referenced in the Quotation.

10.2 **Duration.** The License shall continue for the duration of the Subscription Services term specified on the Quotation, except that Philips may terminate the License if Customer is in breach or default of this Exhibit 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.

10.3 **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.

10.4 **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.

10.5 **Authorized Users Restriction.** Customer agrees that only Authorized Users 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 the Authorized Users. 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.

11. WARRANTY & DISCLAIMERS

11.1 **Services Warranty.** Philips' sole service obligations to Customer are described in this Agreement. All labor, including technical support, will be performed in a professional and workmanlike manner. Except as expressly provided in this Agreement, all Services and parts provided under this Agreement are provided "as is" and Philips provides no additional warranties under this Agreement.

11.2 **Disclaimers**

11.2.1 Philips is not responsible for any malfunctions, disruptions or loss of data that are directly caused by the Customer, any third parties, or are due to the influence of any third-party hardware or software that does not comply with Philips documentation.

11.2.2 The OS Patching Service is limited to the Microsoft software as specified in this Schedule; it does not include the patching of any other Microsoft product including but not limited to SQL, .NET or Windows Defender.

11.2.3 The Philips OS Patching Service does not include antivirus software. Although Philips OS Patching may support the prevention of certain cybersecurity events, the Philips OS Patching Service does not itself provide full protection against such events. Philips recommends that the Customer purchase and deploy a robust antivirus protection software on its (a) LAN and WIFI network; (b) client devices (including laptops, tablets, phones); (c) other third-party medical devices (collectively, (a)-(c) "Customer's Infrastructure") and Philips medical devices to protect against cybersecurity events. Customer is responsible for any malware, viruses, or other adverse cybersecurity events arising from the Customer's Infrastructure and those Philips medical devices upon which the Customer has deployed antivirus software, except for those adverse cybersecurity events that are solely caused by a Philips-provided OS patch.

11.2.4 Philips shall not be responsible for scheduling delays of OS Patching on-site installation that are caused by Customer.

11.2.5 Customer purchasing and/or downloading security updates directly from Microsoft and installing such updates on medical devices prior to Philips's validation of the security updates is done at Customer's sole risk and responsibility. Such installation prior to Philips' validation may lead to a malfunction or failure of a medical device **that may result in patient harm.**

11.3 **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 SUBSCRIPTION 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.

11.4 **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.