PHILIPS

**Schedule 10**
**Clinical Insights Manager (Rev 27)**

## 1. Application of Terms and Conditions of Sale

1.1 This Clinical Insights Manager Product-specific Schedule ("Schedule") is subject to and incorporated into the Conditions of Sale. Without limiting the applicability of Section 14.15 (Product Specific Terms) therein, the following sections of the Conditions of Sale do not apply to this Schedule: 1.4 and 1.6 (Quotation, Order, and Payment), 2 (Lease and Trade-In), 4.1 through 4.6 (Product Warranty), and 9 (Licensed Software).

## 2. Definitions

2.1 Bed(s) means patient bedsides belonging to Customer that are an endpoint for data collected by the Subscription Service.

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

2.3 Documentation means the Instructions for Use (IFU) for the Subscription Service provided by Philips as may be updated from time to time by Philips.

2.4 **High Fidelity Data Export** means an on-premises data analytics option (that is a non-cloud based solution) that is part of the Clinical Insights Manager family of products. If Customer is purchasing Enterprise Monitoring as a Service ("EMaaS"), this option would not apply.

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

2.6 Order Effective Date means the date the Quotation is accepted by Customer, as evidenced by the signature of Customer's authorized representative on such Quotation.

2.7 Order Term means the period(s) of time specified on the Quotation during which Customer may have a license to access the Subscription Service(s), Professional Services, as described on the Quotation. Each renewal of an Order Term shall be referred to as a ("Renewal Term").

2.8 Professional Services means the services ordered by Customer and provided by Philips pursuant to this Schedule, including but not limited to installation, implementation, and training, excluding the provision of any Technical Support Services or Maintenance with respect to the Subscription Service or Software.

2.9 Protected Health Information (PHI) has the meaning as defined at 45 C.F.R. § 160.103 and is limited to the information Philips (as Customer's Business Associate) received from, or created, received, maintained or transmitted on behalf of, Customer.

2.10 Quotation means the quotation offered by Philips and accepted by Customer that describes, among other things, the Services, term, number of licensed Beds, and price.

2.11 Service Level Agreement means Philips' Service Level Agreement for Subscription Service as of the Order Effective Date, which is attached hereto as Exhibit A to Schedule 1 of this Agreement. Philips reserves the right to publish revisions to the Service Level Agreement from time to time.

2.12 Services means, collectively, the Subscription Service and any Professional Services.

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

2.14 Subscription Service means the online, web-based application hosted and provided by Philips via certain websites designated by Philips to Customer on a SaaS basis, including Maintenance and Technical Support Services, as well associated offline components, including the data collector deployed by Philips on Customer's premises (the "CIM Collector"), all as described in the Documentation and as specified in the Quotation and Service Level Agreement. Subscription Service includes any software manufactured by third parties that is a component of the Subscription Service licensed and managed by Philips.

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

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

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

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

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

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

**3. Subscription Service Access**

3.1 Subject to the terms and conditions of this Schedule, including (without limitation) full and timely payment of fees and Customer's compliance with this Schedule, Philips will, during the Order Term, make the Subscription Service available to Customer and grants to Customer a limited, non-exclusive, non-transferable license, without the right to sublicense, to use the Subscription Service for the Order Term which Customer hereby accepts.

3.2 Delivery of the Subscription Service is effective upon Philips first providing Customer with access to Philips' standard instance of the Subscription Service, including installation of the CIM Collector at Customer's premises, as evidenced by Customer's signature of Philips' Customer Acceptance Form. Subscription Service Fees are not contingent on Philips' or Customer's configuration of the Subscription Service, or Customer data acquisition.

3.3 Customer agrees that it is entering into the Agreement is neither contingent upon the delivery of any future functionality or features of the Subscription Service nor dependent upon any oral or written statements made by Philips with respect to future functionality or features of the Subscription Service. Philips' sole obligations are documented in this Agreement.

3.4 The Subscription Service may not be used in conjunction with more than the number of Beds stated on the Quotation. Additional Bed subscriptions may be added for the Order Term according to Philips' then-current rates, and subject to additional minimum order quantity of not less than a Customer care unit.

3.5 Customer will use the Subscription Service solely as contemplated by this Schedule. Furthermore, Customer will not:

3.5.1 use the Subscription Service for any purpose other than in conformity with the Documentation including, but not limited to, in a manner inconsistent with any instructions for use;

3.5.2 sell, resell, rent, lease, transfer, assign, distribute, time share, or otherwise commercially exploit or make the Subscription Service available to any third party, other than to Users or as otherwise set forth on the Quotation;

3.5.3 access the Subscription Service in order to (i) build a competitive product or service or (ii) copy any ideas, features, functions or graphics of the Subscription Service; or

3.5.4 exceed the licensed use of the Subscription Service as described in the Quotation.

**4. Deployment**

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

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

4.3 Customer will maintain adequate internet connection bandwidth in compliance with the Documentation.

4.4 The parties understand that there may be instances where a performance obligation of Philips or Customer is dependent on a precedent performance obligation of the other party. In the event the other party does not perform its precedent performance obligation as of the scheduled date or in accordance with the specifications for such precedent performance obligation, such that the non-delaying party does not have adequate or sufficient time to fulfill its obligations in a commercially reasonable manner and stay within the agreed-upon schedule, the non-delaying party will be entitled to take a reasonably necessary amount of time to complete its performance obligation not less than the length of the delay engendered by the delaying party.

4.5 For any changes to Services (excluding modifications made by Philips to the Subscription Services generally applicable to all similarly situated Philips' customers), the parties will follow the change control procedure as set out in this section. At any time during the applicable Order Term, either party may request a change to the SOW,

but no such change will be effective and binding unless a written change order is agreed and signed by authorized representatives of both parties. For the avoidance of doubt, and notwithstanding anything to the contrary, a change order can only amend the technical and commercial conditions of the applicable Quotation or SOW and will not in any event amend any of the Conditions of Sale (e.g., relating to allocation of legal liability or compliance with regulatory requirements).

4.6 Philips may subcontract to contractors of Philips' choice any of its obligations to Customer or other activities performed by Philips under this Schedule. No such subcontract will release Philips from its obligations to Customer set forth herein.

**5. Service Fees**

5.1 Unless otherwise specified in the Quotation, Philips will invoice Customer, and Customer will pay such invoice within 30 days of receipt.

5.2 Unless otherwise set forth in the Quotation, Subscription Service fees will be invoiced by Philips upon delivery of the Subscription Service, and then every 12 months from the start of the Order Term.

5.3 The implementation services fee will be billable upon the Order Effective Date.

5.4 In the event Customer has exceeded its use of the Subscription Service beyond the maximum number of Beds identified on the Quotation, Philips will invoice, and Customer will pay, Philips' then-current Fees for such additional Beds, subject to minimum order quantity of not less than an entire care unit for the remainder of the Order Term.

5.5 Subscription Service Fees are not decreased based on actual usage.

**6. Responsibilities of Parties**

6.1 Philips will provide Technical Support Services in accordance with the Quotation and make the Subscription Service available in accordance with the Service Level Agreement.

6.2 Customer is responsible for Customer's own infrastructure necessary to access the Subscription Service, including (but not limited to) (network) connectivity, as well as maintenance for the same. Customer must employ industry-standard virus protection software and security protection for Customer's infrastructure used to access Subscription Service.

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

6.4 Customer will insure and back up all Customer Content provided to Philips under this Schedule. Philips shall not be responsible for any losses or damages related to or resulting from loss of Customer Content.

6.5 Customer is responsible for all activities that occur in User accounts and for Users' compliance with this Schedule. Customer will: (a) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Content in the Subscription Service; (b) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Subscription Service, and notify Philips promptly of any such unauthorized access or use and promptly furnish full details of such use or access, and cooperate fully with Philips in any litigation against third parties deemed necessary by Philips to protect Philips' proprietary and contractual rights; and (c) ensure the proper configuring, programming, updating, and operating of Customer's hardware, software, websites, content, and telephone and internet connections to allow access to and use of the Subscription Service.

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

**7. Warranty**

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

7.2 If the warranty set out in Section 7.1 is breached, Customer must promptly notify Philips in writing. Upon receipt of such notice, Philips will use commercially reasonable efforts to repair or modify the Subscription Service to make it perform in accordance with the Documentation. All corrections will be made in accordance with Philips' Subscription Service Technical Support Services Policy. Philips does not represent or warrant that all errors can be corrected. If, after using commercially reasonable efforts for a period not less than 30 days, Philips is unable to replace or repair the Subscription Service, Customer may terminate this Schedule without liability upon written notice to Philips. The foregoing are Customer's sole and exclusive remedies for breach of this warranty.

7.3 The warranty set forth herein will not apply if the warranty claim arises out of Customer's:

7.3.1 use of the Subscription Service contrary to the Documentation;

7.3.2 modification of the Subscription Service; or

7.3.3 failure to provide prompt notice to Philips as set forth in Section 7.2 of this Schedule.

7.4 The warranty set forth in this Schedule does not apply to any Third-Party Products and Services. Warranties for Third-Party Products and Services (if any) may be supplied directly to Customer by the third-party suppliers.

7.5 The warranty in Section 7.1 is made to and for the benefit of Customer only. Except as specifically set forth in this schedule, Philips makes no representations or warranties, express or implied, relating to the Subscription Service, including but not limited to any warranty that the Subscription Service will meet Customer's requirements, or will operate error free or uninterrupted. Philips specifically disclaims all implied warranties of merchantability, fitness for a particular purpose, non-infringement of third-party rights or any warranties regarding the quality of Customer Content, except to the extent that any warranties implied by law cannot be validly waived.

7.6 Philips is not responsible for circumstances beyond its control, including without limitation: non-Philips' supplied infrastructure or application programming interfaces, single sign-on capability, hardware, virtual machines, network (connectors), information, content, software, scripts, data, files, application programming, web servers or service, materials, equipment; acts or omissions of Customer or its agents; virus or hacker attacks; intentional shutdown for emergency intervention or security incidents; acts or omissions of a party other than Philips; Customer's failure to comply with Philips' Documentation and security and upgrade policies; or Customer's use of Subscription Service in violation of this Schedule.

**8. Technical Support Services**

8.1 Technical Support Services will be provided by Philips to Customer according to the Conditions of Sale set forth in the Quotation and the Service Level Agreement.

8.2 Philips is not obligated to provide any technical support services for Third-Party Products and Services, including (without limitation) Customer's networks or installation of networks.

8.3 Remote Servicing. If applicable to a component of Subscription Service, as informed by Philips, during the applicable warranty and any Technical Support Services period agreed hereunder, if any, Customer will provide Philips at each site a dedicated high-speed broadband internet connection suitable to establish a remote connection to the component and to facilitate the realization of the required remote infrastructure in order for Philips to provide remote servicing of the component by:

8.3.1 supporting the installation of a Philips-approved router (or a Customer-owned router acceptable for Philips) for connection to the component and Customer network (which router remains Philips' property if it is provided by Philips and is only provided during the term of this Quotation);

8.3.2 maintaining a secure location for hardware to connect the Product to the Philips Remote Service Data Center ("PRSDC");

8.3.3 providing and maintaining a free IP address within the site network to be used to connect the component to Customer's network;

8.3.4 maintaining the so-established connection throughout the applicable warranty and Customer service period (including restraining from any temporary disconnection or disabling of such connection); and

8.3.5 facilitating the reconnection of the above in case any temporary disconnection occurs.

8.4 If Customer fails to provide the access described in this Section 8, and the component is not connected to the PRSDC (including any temporary disconnection), Customer accepts any related impact on Subscription Service availability, additional cost and speed of resolution

**9. Obsolescence**

9.1 Customer acknowledges and agrees that the Subscription Service functionality, features, specifications, and Documentation are subject to change by Philips at any time, provided that Philips will not materially degrade the functionality or security of the Subscription Service and will provide reasonable advanced notice of any substantial changes.

9.2 Philips may determine that the Subscription Service is obsolete or will otherwise be discontinued and that no version will be maintained or supported. Accordingly, Philips may no longer provide the Subscription Service or Maintenance or Technical Support Services for same. In such event, Philips may, with 180 days' prior notice, terminate the Agreement, and provide Customer with a refund of any pre-payments for periods of any Maintenance and Technical Support Service and Subscription Service not yet rendered.

**10. Audit Rights and License**

10.1 For the duration of the Order Term and for a period of six months after its termination, Customer will allow Philips to carry out audits, including (without limitation) electronic audits, of Customer's use of the Subscription Service in order to verify Customer's compliance with the terms of this Schedule.

10.2 The Subscription Service incorporates license management tools and technology to ensure Customer complies with this Schedule and to allow Philips to exercise self-help remedies in the event temporary or permanent suspension of Customer's use of the Subscription Service is required in accordance with Section 14.5 herein. Philips will not exercise any such self-help remedies without prior written notice to Customer, unless such prior written notice is

reasonably not possible, for instance, with regard to the protection of the security of the Subscription Service. Customer consents to such license management tools and technology and their use by Philips on the conditions above.

**11. Privacy**

The parties acknowledge that Philips may process PHI on behalf of Customer as part of the Subscription Service and accordingly agree that Philips' processing of such PHI will be done in accordance with the terms of the Business Associate Agreement agreed by Customer and Philips, as set forth in Section 14.3 of the Conditions of Sale.

**12. Intellectual Property Rights**

12.1 Ownership. Except for the limited-use license explicitly granted to Customer herein, Philips owns all rights, title and interest, including intellectual property rights, in and to the Subscription Service, Deliverables, Documentation and other Philips' confidential information and all modifications and derivative works of each of the foregoing.

12.2 Feedback. Philips will have the right to use in any manner that Philips determines any suggestion, idea, enhancement request, feedback, recommendation, or other information relating to the Subscription Service that Customer may supply or communicate (collectively, "Feedback") and Customer agrees that Philips will be the exclusive owner of any intellectual property rights therein or arising from Philips' use of such Feedback.

**13. Customer Indemnification**

13.1 Customer understands and agrees that the Subscription Service is an informational tool only and not a substitute for the professional judgment and care of healthcare providers in diagnosing and treating patients. Customer will defend and indemnify Philips against any and all losses and liabilities in connection with any claim arising from Customer's use of the Subscription Service contrary to the Documentation or instructions for use provided by Philips, or from Customer's failure to maintain adequate backup procedures to maintain continuity of patient care in the event of Subscription Service unavailability. Customer further agrees to defend and indemnify Philips against any and all losses and liabilities in connection with any claim:

13.2 that Customer Content infringes the privacy or intellectual property rights of another party or

13.3 arising out of Customer's noncompliance with Third-Party Terms.

**14. Term and Termination**

14.1 Order Term. The Order Term, and the applicability of this Schedule, commences on the Order Effective Date, and unless otherwise set forth on the Quotation, Order Terms (and each Renewal Term) will renew automatically for a Renewal Term of one year, provided that Customer may opt not to renew an Order Term for any reason with 90 days' written notice prior to the renewal date, and Philips may opt not to renew for any reason with 180 days' notice prior to the renewal date.

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

14.3 Effect of Termination and Expiration. Termination of the Schedule for any reason will not constitute a termination of any other orders, or schedules made under the Conditions of Sale that are not subject to this Schedule, and will not relieve Customer of any of its obligations incurred prior to such termination including, but not limited to, payment of all outstanding invoices for Subscription Service performed until the effective date of such termination and will not impair any of Philips' rights which have accrued prior to such date. In the event of termination due to Customer's breach: a) all fees or charges due for the remaining period of the Order Term will immediately become due and payable and b) Philips' obligations under this Schedule will cease. Upon termination or expiration of this Schedule or the Order Term, for any reason, Customer will immediately cease accessing the Subscription Service.

14.4 Customer Content. For a period of 90 days after the effective date of termination or expiration, Philips will make available to Customer for download Customer Content stored in the Subscription Service. After such 90-day period, Philips will have no obligation to maintain or provide any Customer Content and will have the right, unless legally prohibited, to delete all such Customer Content in its systems or otherwise in its possession or under its control.

14.5 Suspension of Service. In addition to any of its other rights or remedies Philips may, at its discretion, suspend the Subscription Service or Professional Service, where Customer has failed to perform any obligation under this Schedule where such breach is irremediable or, if the breach is remediable, fails to remedy such breach within 30 days after being notified in writing to do so. Philips will not exercise this remedy without prior written notice to Customer, unless such prior written notice is not reasonably possible, for instance, with regard to the protection of the security of the Subscription Service.

**15. Professional Services Terms**

15.1 Recommendations Only. The Professional Services may include advice and recommendations, such Services are advisory in nature, Customer is responsible for evaluating such advice and considering all relevant factors and shall be solely responsible for the decision to implement such advice and any and all outcomes.

15.2 Timelines and Labor Hours. Unless expressly agreed upon between the parties in writing, any hours and dates described in the Quotation and/or SOW, including (without limitation) with regard to milestones and Deliverables, are estimates only and are solely intended for Philips' budgeting purposes and resource-scheduling purposes. Philips exceeding an estimate does not constitute a breach by Philips.

15.3 Fees, Expenses, and Payment.

15.3.1 If the Quotation includes more than one Deliverable (for example, multiple projects) and each such Deliverable has a price associated with it, then (i) each such Deliverable will be deemed to be a standalone item, (ii) Philips may invoice for each item as it is delivered, and (iii) Customer will pay for each item as it is invoiced.

15.3.2 Unless expressly stated otherwise in the Quotation, in addition to the Fees, Customer will reimburse Philips for all expenses actually incurred by Philips in performing the Professional Services, including travel, lodging, meals, transportation, and other customary out-of-pocket expenses. At Customer's request, Philips will furnish reasonable documentation supporting all such expenses.

15.3.3 Unless a Quotation explicitly sets forth the Deliverable to be provided on a fixed fee basis, Professional Services are Quoted on an hourly basis, and any totals listed are estimates of the total required for the Deliverable/Professional Services, Customer will be invoiced on the actual hours spent performing the Professional Services. Such invoice may exceed the total estimated hours listed in the Quotation. If Philips foresees that the estimated number of hours will be exceeded, it will use commercially reasonable efforts to inform Customer thereof.

15.4 License for Use. Professional Services Deliverables are provided under a nonexclusive, nontransferable license for Customer's use in its internal operations subject to Customer's continued compliance with the terms of this Schedule.

15.5 Customer's Responsibilities. Philips' responsibility to provide the Professional Services, meet the milestones (if any), and provide Deliverables is contingent on Customer meeting its responsibilities in a timely and appropriate fashion, free of charge. If Customer fails to meet such responsibilities, it may result in an increase in the Fees, or in delays or extensions of the agreed milestones or Deliverables. Customer will provide:

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

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

15.5.3 prompt written notification to Philips if Customer knows that earlier-provided information or materials are incorrect or have changed in such a way that any inaccuracy or change may impact Philips' delivery of the Professional Services in any way;

15.5.4 written information to Philips identifying all healthcare and other regulatory and quality requirements applicable to the Professional Services, and Customer will obtain all required approvals of the relevant governmental or regulatory bodies to permit Philips to perform the Professional Services for Customer;

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

15.5.6 written feedback promptly upon Philips' request; and

15.5.7 Philips with a Customer representative, in writing, who will be responsible for providing the items described in this Section 15.5 and any other information, materials, or feedback requested by Philips in connection with the Professional Services.

**Schedule 10-A**
**Clinical Insights Manager (Rev 27)**

## 1. Service Level Agreement

1.1 This is the Service Level Agreement describing the hosting, Maintenance, and Technical Support Services, provided as part of Philips' Clinical Insights Manager solution (the "Subscription Service"). Philips reserves the right to change, update, or modify this Service Level Agreement from time to time upon publication to Customer. This Agreement is subject to the Subscription Service terms and conditions agreed between Customer and Philips or the Philips authorized reseller making Subscription Service available to Customer (the "Agreement").

## 2. Definitions, Terms and Abbreviations

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

| | |
|---|---|
| Availability | This is the guaranteed access to the Software on the Production Environment, excluding the Scheduled Downtime. |
| On Premise Software (CIM Collector) | The software component of the CIM Collector provided by Philips that will be installed on Customer-provided Virtual Environment. |
| Customer Provided Infrastructure | The hardware and the Virtual Environment provided by Customer on which the Software runs. |
| Philips Production Environment | The cloud-based environment that is maintained by Philips to store and access data built and hosted on Philips' Health Suite Digital Platform ("HSDP"). Excludes any test or acceptance environment. |
| Maintenance Window | The agreed periods during which Scheduled Downtime takes place to perform maintenance for:<br>• On Premise Software<br>• Customer Provided Infrastructure<br>• Philips Production Environment |
| Priority | The relative evaluation of a Ticket's priority with respect to other Tickets. |
| Modification | A supplement, change or deletion in the Subscription Service. |
| Response Time | The time that lapses between the moment a Ticket is submitted and the moment Philips shares the first feedback on the Ticket status (Assigns Priority) with Customer. |
| Scheduled Downtime | The time that the Subscription Service is unavailable due to scheduled maintenance, as further detailed under section 3.2. |
| Software | Collectively or individually, the On Premise Software, or software components deployed in the Philips Production Environment, delivered by Philips to Customer, as further specified herein. |
| Support Desk | The point of contact with Philips for providing support on the Subscription Service to Customer (Customer Service Center) |
| Support System | The information system in which Customer support requests are registered. |
| Ticket | A support request submitted by Customer to the Support Desk in the Philips Support System, including issues, requests, questions or other notifications regarding the Subscription Service. |
| Working Day/Hours | The Philips Customer Service Center is available weekdays 8AM-5PM local time at 800-722-9377. |
| Workaround | A method indicated by Philips to avoid the consequences of an issue as far as possible, without the need for a new update to Subscription Service, which enables Customers to use the Subscription Service uninterrupted as far as possible. |

## 3. Service Overview

3.1 Below is a table summarizing the different services offered by Philips. What Customer is entitled to is indicated on the Quotation agreed by Philips and Customer.

| Section | Service |
|---|---|
| 1 | Installation/Configuration and Onboarding |
| 2 | Technical Support |

| Section | Service |
|---|---|
| 3 | Subscription Service updates (Including Maintenance Window) |
| 4 | Privacy |

**4. Installation/Configuration and Onboarding**

4.1 The installation of the CIM Collector will be performed by authorized Philips Personnel. The installation will be on a Customer-provided virtual machine, as specified by the CIM System Administrator Guide. Typical steps will include.

4.2 Deploy cloud-based software component of Subscription Service (on HSDP).

4.3 Install and Configure CIM Collector.

4.4 On-Boarding Client Users.

4.5 Active Directory & Connectivity Configuration.

4.6 Inspection of Data Collection.

4.7 Inspection of Data Send/Storage/Access.

4.8 Inspection of CIM/AIM Client Function.

The deployment completion will include solution test and inspection to ensure reliable function prior to transition to support.

**5. Technical Support**

5.1 Customer is responsible for the (primary) support of Customer's Users and shall appoint local support staff and set up appropriate processes and facilities to deal with User creation and maintenance.

5.2 Customer will be responsible for provisioning and maintaining (operating system, malware protection and security aspects) the virtual environment for the On-Premise Software.

5.3 The CIM System Administrators Guide will contain detailed specifications necessary for the virtual machine host and the CIM Collector.

5.4 Philips provides second- and third-line support on the Subscription Service. A Support Desk has been set up for this purpose. The Support Desk assists by providing advice or registering and resolving Tickets with respect to the Subscription Service.

5.5 The Support Desk can be reached on Working Days during Working Hours (from 8:00 to 17:00 local time) by telephone and e-mail.

5.6 The Support Desk Support Engineer will record Customer inquiry using the Support System to capture the details, creating a visible, traceable record (Case) for the matter. The Ticket may then be assigned/transferred to the necessary/appropriate support outlet or regional contact for the appropriate support skillset.

**6. Subscription Service updates (Including Maintenance Window)**

6.1 Philips carries out several updates of the Subscription Service each year. These updates could be for either the:

6.1.1 On Premise Software, or

6.2.2 Philips Production Environment.

6.2 Any updates done for Customer Provided Infrastructure is not controlled by Philips.

6.3 If updates for the On-Premise Software cannot be performed during Working Hours, they will be scheduled outside Working Hours in consultation with Customer.

**7. Maintenance Window**

7.1 On Premise Software:

Standard maintenance and updates for the On Premise Software component is carried out on Working Days. If maintenance cannot take place during Working Hours, Customer may request that the maintenance will be carried out outside office hours. Maintenance is performed by Philips' personnel either onsite or Remote based on the type and issue.

7.2 Philips Production Environment (Including maintenance by hosting Provider):

7.2.1 Maintenance of the Software for the Philips Production Environment takes place on an average of five to ten times a year and will be performed on Thursday evening between 17:30 and 23:00 CET. Some of these maintenance activities (on an average of two to three times) could be a longer Scheduled Downtime. The execution of this longer Scheduled Downtime will take place with notification to Customer.

7.2.2 In case of unexpected and/or unplanned situations, maintenance can also take place at other times. This will be kept to a minimum and will be announced to Customer in advance when possible.

**8. Privacy**

8.1 CIM provides two configuration options to ease any concerns related to privacy. The options provided are as follows:

8.1.1 Send Personally Identifiable Information ("PHI") to the HealthSuite. In this case, all PHI is encrypted using SSL certificates over secure HTTPS. PHI is encrypted in flight and at rest in HealthSuite.

8.1.2 Do not send PHI to HealthSuite. In this case, no PHI is sent to the HealthSuite. Only bed and unit labels are sent. In this case, the Data Analysis & Review application displays patients by bed and clinical unit only. The AIM dashboard is not affected since it does not have any PHI related views.