PHILIPS

Exhibit 28
Additional Terms for Patient Monitoring Antivirus Management Services with Software Evolution Services (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 the 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 Exhibit 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 provided to the Covered Systems under this Exhibit are solely the Subscription Services explicitly set forth in this Exhibit.

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 Covered Systems 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 8 AM-5 PM 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 suspected 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. 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 Covered Systems 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 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.