PHILIPS

Exhibit 20
Additional Terms for Biomedical Services and
Infoview Asset Management Software Services for Non-Philips Equipment (Rev 27)

1. Coverage.

1.1 Biomed Equipment Services.

1.1.1 Coverage Options. Philips offers three possible levels of service coverage for every piece of biomedical equipment covered under the contract. The Service Coverages with their respective Service Levels are as follows:

1.1.1.1 Full Service (FS). Full Service includes standard parts and on-site service from 8:00 AM to 5:00 PM Monday – Friday, excluding Philips' published holidays. Includes all parts (less consumables) and labor required to maintain and repair the equipment including software related to a hardware failure only.

1.1.1.2 Planned Maintenance (PM). Planned Maintenance includes parts required to complete PMs (per manufacturer specification) and on-site labor from 8:00 AM to 5:00 PM Monday – Friday, excluding Philips' published holidays. Parts needed to perform repairs identified while performing Planned Maintenance are not included. A manufacturer mandated PM whose required frequency is more than 5000 hours or every two years is considered a "Refurbishment PM". Labor for this type of PM is included in the PM service, but any required parts are billable to Customer.

1.1.1.3 Tracking Only (TO). Tracking Only includes tracking of service-related activities in InfoView based on supplied service reports and invoices. Parts and labor for any PM or repair related activities are not included.

1.1.2 Service Exclusions. This agreement does not include service coverage for corrupted software or any device that has been physically damaged, abused, or used for a purpose other than its intended use regardless of coverage level.

1.1.3 Service Tools. Philips provides test tools for Philips employees only and test tool calibration services only for Philips owned tools. Should Customer desire, Philips will manage Customer test tools at Customer expense.

1.1.4 Repair Limitation. Philips' responsibility for repair per event is limited to fifty percent (50%) of any unit of Biomed Equipment's current fair market value. Fair market value is to be determined by Philips obtaining 3 quotes from aftermarket medical device providers and taking their average. This value becomes the benchmark for determination of repair viability. Should Customer choose to repair a device whose value is estimated to be less than 50% of the repair cost, they will be responsible for any repair cost in excess of fifty percent (50%) of the fair market value of any unit of Biomed Equipment. (Biomed Equipment may be referred to as "equipment" herein.)

1.1.5 Repair Limitation. Scope. Philips' responsibility for Biomedical repair services is limited to repairs which can be performed using parts available from the OEM or equivalent. Philips' is not responsible for cosmetic repairs which do not impact the performance of the unit, nor is Philips' responsible for any type of refurbishment requiring outside services including but not limited to software upgrades, welding, or painting.

1.1.6 Billable Repairs. Customers choosing Tracking Only (TO), Inventory Only, or No Bid coverage are not entitled to parts and labor at no charge. If Customer directs Philips to repair a device in one of these categories, any part and/or labor that may be needed to repair that device is billable.

1.1.7 Parts Limitations. FS and PM coverages do not include "Consumables". Consumables are defined as any part of a biomedical device where there is an expectation of replacement during the normal course of the products lifetime, or any part of a biomedical device which is designed to be removed from the unit during the normal course of use. Examples of consumables include but are not limited to: batteries of any type, light bulbs, power cords/AC adapters, headlight cables, EKG cables, SPO2 sensors, BP hose/cuff, temperature probes, extension/trunk/adapter cables, foot pedals, hand pieces, probes, nerve stimulator cables, defibrillator cables/paddles/test plugs, laser tubes, patient pads, PET calibration sources, film, cassettes, filters, etc. as well as any item that hangs off of or, plugs into, a device.

1.1.8 Parts Shipping Methods & Quantities for Covered Products. For PM parts/kits, the default shipping method is ground delivery, which can be upgraded by Customer at additional cost at the time the order is placed. For repair parts on biomedical equipment, when the device has FS coverage, the default shipping method is Priority Overnight. Other shipping options are available (see below) and if chosen will be billed to

Customer at the appropriate rate. If a part is ordered from Philips and the supplier chooses not to use the Philips rates, the cost of shipping will be "passed through" to Customer with no mark up.

Shipping Type/Option	Order by (cut off)	Arrive by	Cost
Standard (ground)	12:00 PM Eastern	1 to 4 business days	No charge
Priority Overnight	12:00 PM Eastern	10:30 AM next business day	Medium
First Overnight	12:00 PM Eastern	8:30 AM next business day	Highest

1.1.9 Actual delivery time may vary depending upon local delivery geography and logistics.

1.1.10 Parts Shipping Methods & Quantities for Uncovered Products. When a device has no coverage and customer requires Corrective Maintenance (CM) assistance from Philips, parts, labor and shipping are billable and Standard shipping (ground) will be used. For devices covered under full service only, priority overnight shipping is included.

1.1.11 Pass-Through Requirement. In the event the Agreement includes biomedical products where Philips can neither be trained nor purchase parts and must use the OEM to perform repairs or maintenance, Customer is responsible for all fees associated with the maintenance and repair of these items.

2. Reconciliations and Price.

2.1 All covered biomedical equipment and pricing adjustments are made through mutual agreement of the parties and managed through Philips InfoView (the installed base record). After the contract signature date, an initial biomedical inventory provided by Customer (Attachment A), that Philips will use to establish the initial cost to provide Services on the covered Biomedical Equipment, detailed in Attachment A. Service billing will commence on the Effective Date. At the end of each quarter, Philips will review Customer's installed base in InfoView and provide a reconciliation report of any and all device additions, deletions or changes in coverage along with applicable pricing changes and/or penalty. Such changes will result in corresponding changes to pricing and billing and will be retroactive to the quarterly reconciliation effective date. Customer and Philips must agree and sign a reconciliation form within 60 days of the end of each quarter. Should customer not sign the reconciliation form within 60 days of the end of each quarter or provide written and detailed dispute information, the new price goes into effect on the first day of the third month after the quarter end. Equipment additions, deletions, or reductions in coverage to "Tracking Only," "PM Only" or "No Coverage" will result in a penalty of 30% of the remaining per unit value of this Agreement. Equipment being replaced under contract will not be subject to this penalty.

2.2 Price Matching: Any request for price matching of like devices or a device pool at alternative owned network locations under a Philips contract will have a six-month waiting period before the contracts are reconciled.

3. InfoView Asset Management (CMMS) Software Licenses.

3.1 Within 90 days after the Effective Date, Philips will install Philips' CMMS asset management software ("Software") for use at the Site by Philips and Customer's designated employees, subject to the license terms and conditions set forth in this Exhibit. Philips will provide training to Customer's designated employees on the proper use of the Software. In accordance with this Exhibit, Philips will use the Software to prepare and maintain equipment maintenance documentation at the Site and will provide reasonable assistance to Customer in preparing such documentation for The Joint Commission and other applicable licensing or regulatory compliance entities.

3.2 For the term of this Agreement, Philips hereby grants to Customer and Customer accepts from Philips a limited, non-exclusive and non-transferable license ("License") to use the Software and any documentation associated with the Software ("Documentation") solely in conjunction with documenting the maintenance, service, and repair of the equipment at the equipment Site. The License terminates upon termination of the Agreement for any reason, or upon expiration of the Agreement. Customer acknowledges that the Software and Documentation, and all trademarks, copyrights, patents, trade secrets, proprietary rights, or other property rights of Philips associated therewith, are and will remain the exclusive property of Philips. The License expressly excludes any right to reproduce, duplicate or copy the Software or Documentation or any part thereof without the prior written consent of an authorized officer of Philips. If such written consent is given, and in order to protect Philips' rights, including without limitation, trade secrets and copyrights in the Software and Documentation, Customer will reproduce and incorporate Philips' trade secret notice, copyright notice, or any other identifying legends in any reproductions, duplications, or copies of the Software or Documentation or any part of it made by Customer. All restrictions in this Exhibit relating to the Software and Documentation will apply to any such reproductions, duplications, or copies.

3.3 Philips reserves the right to limit the number of User Licenses provided to Customer under this Agreement. "User" is defined as a specific individual (e.g., identified by an individual login id, access point, or username) who may access and use the Software during the term of this Agreement. Customer may transfer the License from one User to another at any time during the term of the Agreement, at no additional cost, only when the original User no longer requires access and is no longer permitted access to the Software. Philips also reserves the right to limit the number of additional Users purchased by and made available to Customer.

3.4 On-line Remote Technical Support. Philips will provide Customer with remote technical assistance through the on-line support case submission tool within InfoView. Remote technical support is provided at no additional cost for InfoView contracted designated Users during the Agreement term. Subject to the availability of personnel, Philips will provide, upon Customer request and additional expense, on-site service (invoiced at Philips current travel and labor rates). Technical support may include such requests as: Mass data updates, PM Reschedules, Permission Visibility Issues, Report/Dashboards Questions, Creating or Deactivating a User.

3.5 Customer Enhancement/Development Services. Upon Customer's request, Philips may support customized development enhancements to the base InfoView Software platform (defined as "Custom Modules"). Enhancements are reviewed on a case-by-case basis and requested 'work-orders' require a minimum of two business days to evaluate the requested scope of work prior to responding to Customer. Philips will determine, at its sole discretion, if enhancements are technically feasible and what incremental costs will be associated with the development and delivery of the Custom Modules to Customer. In all cases, Philips shall own all rights, title, and interest in any Custom Module, including all ideas and intellectual property embedded therein or relating thereto. Philips grants Customer a non- exclusive perpetual License to use such Custom Modules, if delivered, solely for Customer's internal business purposes in connection with the Software and subject to the same limitations with respect to number of Users and assets as granted hereunder. Such Custom Modules may not be assigned, transferred, or shared with a medical device manufacturer, distributor, developer, or software publisher of asset tracking software.

3.6 Upgrades and Updates. Customer shall be entitled to receive all upgrades and updates Philips makes generally commercially available during the term of the Agreement, subject to the same usage rights, limitations, and restrictions applicable to the originally provided version of InfoView. Custom Modules may need additional modifications to be compatible with the Software upgrades and are, subject to resource availability and may be subject to an additional cost. Updates including bug fixes, shall be prioritized by Philips based on the needs and impact such bugs are having on the total customer base using the InfoView Software.

3.7 Hosted Service. Philips InfoView Software application is powered by and run on the SalesForce.com cloud, which is a hot swap redundant server cloud-based data repository solution ("Subscription Host"). Philips does not warrant that the Subscription Host service will be uninterrupted or error free and the Subscription Host service used for the Software is provided subject to the foregoing and other disclaimers set forth in this Agreement applicable to the Software. Customer is reminded that this is an asset management application for biomedical team support and not a clinical application needed to perform patient care services.

4. <u>Data Standardization</u>.

4.1 Assets Description Nomenclature. Customer agrees to adhere to Philips pre-established Asset Description Nomenclature for all assets uploaded into InfoView during the initial implementation and throughout the period of this Agreement; including OEM names, Device Types, Model Names and Model Numbers.

4.2 InfoView Standardization. During the initial implementation of InfoView Software, Philips InfoView support team will assist Customer in standardizing Customer's initial inventory data prior to uploading data into InfoView. Only data consistent with National Standard field nomenclature can be uploaded into the Software via automated methods. Software and Hosting Service includes importing data only through electronic automated means from National Standard nomenclature into the following InfoView fields: Device Type, Model Name, Model Number, OEM (the "Standard Software Fields") Philips is not responsible to migrate attachments from legacy CMMS systems into the Software. Philips will consider customization of the Software to add fields other than the Standard Software Fields, subject to Section 1.1.4 of this Exhibit. Philips may provide, upon Customer request, a physical inventory list consistent with National Standards for import into the Standard Software Fields. Such services will be offered subject to resource availability, and an additional pre-assessment inventory fee. Customer shall be responsible to update any device that cannot be standardized within the initial implementation period. Philips reserves the right to charge Customer additional fees for any data that requires additional standardization services, subject to resource availability and an additional cost.

4.3 Additional Device Model. If a device model is not already incorporated into the existing InfoView database standards, a User can create the new model and request that it is added to the InfoView Standard Software Fields.

4.4 No Personal Health Information. The Software is not designed to use or access any PHI (as defined under HIPAA). This is an asset management software application only.

4.5 Consulting. Subject to resource availability and additional charge, Philips may offer consulting services to assist Customer to leverage data in the Software for improvements related to asset management activities. Philips reserves all rights, title, and interest, including intellectual property in the ideas used to produce or embedded in any deliverables provided to Customer under a consulting arrangement. Customer retains a non-exclusive perpetual license to use such deliverable for its internal business purpose. For the purposes of clarification and notwithstanding anything to the contrary in this Agreement, Customer shall retain all ownership in Customer data used to produce a deliverable or Customer data included in a deliverable.

5. Data Sharing.

5.1 Data Benchmarking. Philips shall have the right to analyze data on InfoView Software for the purposes of (i) enhancing the Software and Subscription Services, (ii) Software trend analysis, and (iii) technical maintenance of the Software and Subscription Service delivery.

5.2 Benchmarking. Philips shall have the right to share the information collected under Section 3.1 with other InfoView users for Software and Subscription Service usage benchmarking purposes provided the data is anonymized to the extent that no specific user or customer is identified.

5.3 Access to Necessary Information. Philips shall have the right to access any other customer information necessary to successfully deliver Services requested by Customer in support of the Software. Inability to access such critical information for these Services would relieve Philips from an obligation to provide such Services hereunder.

5.4 Delivery of Customer Data Post Termination. Upon termination of the Agreement, Philips will make available, within a reasonable period of time and upon Customer request, one copy of Customer data that was the final data on the Subscription Service, prior to such termination. Such copy shall have data extracts provided in a CSV file format. Philips reserves the right to refuse assistance or to charge additional fees for data extracts in any other format, for data migration, for providing file attachments in any format other than the standard InfoView format, or for any other additional requests of data other than those provided upon termination as described herein.

6. Document/USA Government.

6.1 The Software and Documentation is licensed by Philips for ultimate end use by government agencies only under the following conditions:

6.1.1 service and technical data rights in the Software and Documentation include only those rights customarily provided to end user customers as defined in this Attachment;

6.1.2 this customary commercial License in the Software and Documentation is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Computer Software) and, for Department of Defense purchases, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202- 3 (Rights in Commercial Computer Software or Computer Software Documentation);

6.1.3 if a federal government or other public sector customer has a need for rights not conveyed under these terms, it must negotiate with Philips to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written agreement specifically conveying such rights must be executed by both parties.

7. Access to Software.

7.1 Customer will provide Philips with a wideband DSL or cable line for use with Philips InfoView Software for each Customer Facility, at Customer's sole expense.

8. System Requirements.

8.1 Customer is responsible to meet and maintain the hardware and network requirements as detailed in the InfoView Technical Requirements documentation prior to Software installation. Philips reserves the right to make changes to the technical requirements for future versions of the Software and to make Software feature changes, at its sole discretion.

9. Responsibility for Use/Unauthorized Access.

9.1 Customer agrees with respect to the Software: (i) to obtain access to the internet in order to access and use the Software, at Customer's sole expense; (ii) to complete the implementation and set-up process as required by Philips to access the Software; (iii) that Customer is entirely responsible for maintaining the confidentiality of any passwords and account information required for access to the Software, and for all acts (other than those of Philips or its employees and agents) that occur in connection with Customer's account; (iv) to immediately notify Philips of any unauthorized use of Customer's account, breach of security or loss or theft of user names or passwords; termination or resignation of employment of Customer's designated users (v) that use of the Software is limited

to use by employees and contractors of Customer for which applicable fees have been paid and that such use does not include the right to resell or sublicense such Software; (vi) to abide by all applicable local, state, national and international law and regulations, and not to use the Software for any purpose that is unlawful, not contemplated or prohibited by this Agreement (vii) to comply with all applicable export laws and regulations; (viii) that while the security of Customer's account will be maintained through the use of passwords, it is possible for Customer's account to be accessed by unauthorized third parties via communication between Customer and Philips using the Internet, other network communications, facilities, telephone, or any other electronic means.

10. Intellectual Property Rights of Philips.

10.1 Philips' Software is comprised of computer programming/formatting code, operating instructions, graphics, designs, information and/or other material (whether in written, graphical, or other form, collectively "Software Content") protected by copyright, trademark, trade secret, patent, or other intellectual property rights laws. The Software and Software Content is and shall remain the property of Philips and its licensors. Customer shall comply with all such laws and shall not assert any rights in the Software and Software Content, other than its right to access and otherwise use the Software as provided for in this Agreement. Customer may not modify, copy, provide to any third party, sell, transfer, or create derivative works of the Software or any Software Content, in whole or in part. Customer shall not decompile, disassemble, reverse engineer, or in any way derive source code from the Software. All right, title and interest in and to the Software, and all related software programs, computer source code, technology, information, documents, files and other materials, including all intellectual property and proprietary rights developed in connection with the Software, including but not limited to know-how, feedback, methodologies, and processes are and will remain with Philips. Except as otherwise specifically set forth in this Agreement, no rights or implied licenses in such intellectual property are granted to Customer by this Agreement or Customer's use of the Software.

11. Intellectual Property Rights of Customer.

11.1 All rights, title, and interest in and to Customer data input into the Software, including Customer's logos, trademarks, trade name, service marks, or any other graphics, designs or pictures ("Customer Data"), are and will remain with Customer. No rights or implied licenses in such Customer Data are granted to Philips by this Agreement. This Agreement does not provide Customer with title or ownership of the Software, but only a right of limited use.

12. Training.

12.1 Philips will train Customer's designated employees who will use the Software, as mutually agreed between Philips and Customer, in the proper use of the Software. Philips provides one three hour-remote, or agreed-upon on-site, session that includes the basic training for User to navigate through the InfoView Software and create and edit records in each of the core modules. Users will learn how to extract information from InfoView through queries and basic reporting, and on the use of integrated time- saving tools. Training documents are also available for download within the Software. Except as otherwise provided herein, all other training requests shall be chargeable by Philips and not included with the License.

13. Software Warranty/Warranty Disclaimer, Availability of Access to System, System Requirements.

13.1 SOFTWARE PRODUCT WARRANTY. The Software will substantially conform to its technical specification set forth in the product description portion of the Quotation ("Software Product Warranty"). Technical issues arising from the Subscription Host or Customer's network, or Customer client devices, are excluded from this warranty and shall not give rise to a warranty claim with respect to the Software. In the event of material breach of the Software Product Warranty, Philips shall, at its election, repair the non- conformance or replace the Software to fix the non-conformance. Violation of this condition shall be an event of default ("Philips Default") and Customer shall have a right to terminate the Agreement. Thereafter, no further payments shall be required; however, further use would be prohibited. Legacy data entered in the Software shall be made available thereafter pursuant to Section 5.4 of this Agreement. This section states Customer's sole and exclusive remedy for Philips Default.

13.2 WARRANTY DISCLAIMER. THE SUBSCRIPTION HOST SERVICE IS PROVIDED "AS-IS" EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT UNDER SECTION 11.1, PHILIPS PROVIDES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THE SOFTWARE AND SUBSCRIPTION SERVICES. Philips shall not be liable for delays that are ordinary in the course of Internet use or arise as a result of Customer's Internet connection, network configuration, or equipment. Philips does not warrant the Hosted Service to be uninterrupted or error-free. Customer recognizes that the Software may not be available due to temporary delays caused by upgrading, modification, or standard maintenance of the Software, which activities Philips shall undertake to the extent possible during times calculated to be minimally

disruptive to Customer and the Software. In this regard, Philips will use reasonable efforts to schedule upgrading, modification, or standard maintenance of the Software at times outside of Monday through Friday, 7:00 AM through 7:00 PM CT. Philips' will use commercially reasonable efforts to inform Customer of any known or foreseeable disruptions to the availability of the Software. From time to time, Philips will release and make available to Customer upgrades to its Software, and Customer will not have the option to access prior versions of the Software. Philips reserves the right to support and maintain only the most current version of the Software. Philips reserves the right to refuse assistance or to charge additional fees if Customer seeks assistance concerning Customer hardware, including the operating system therein, Customer's network, or any other technical issue not arising from the Software or the Subscription Host service itself.