Schedule 4

Monitoring and Analytics (MA) &Therapeutic Care (TC) Portfolio

Product Category	Products
Measurement and Monitors	IntelliVue Patient Monitors and Systems
	IntelliVue Telemetry System
	Fetal Monitors
	Suresigns and VM Series Family of monitors
	Clinical measurements
	IntelliSave
	Invivo Monitors
Respiratory	Ventilators
Clinical Informatics	IntelliVue Critical Care and Anesthesia
	CompuRecord
	IntelliSpace Perinatal
	IntelliSpace ECG
	IntelliSpace Event Management (IEM)
	IntelliVue Guardian Systems
	IntelliBridge Family of Solutions
Sleep Therapy	DreamStation
	DreamStation Accessories
Airway Clearance	Cough Assist

1. Prices

1.1 Unless stated otherwise on the face of the quotation, the quotation will remain valid for sixty (60) days unless withdrawn or changed by Philips.

2. Cancellation

2.1 The quotation is subject to change or withdrawal prior to written acceptance by Customer. All purchase orders issued by Customer are subject to acceptance by Philips. If Customer cancels an order prior to Product delivery, Philips may at its option invoice Customer; a) fifteen percent (15%) of the net order price; or b) the costs incurred by Philips up to the date of cancellation including, but not limited to, the costs to manufacture the Product, the costs to provide any training, educational, or other services to Customer in connection with the order, a nominal restocking fee, and the costs to return or cancel any Product ordered from a third party on Customer's behalf; whichever is higher.. Orders are non-cancellable for Products shipped.

3. Payment Terms

3.1 Unless otherwise specified in the quotation, Philips will invoice Customer and Customer will pay such invoice on receipt for each product as follows:

3.1.1 For Monitoring and Analytics (MA) & Therapeutic Care (TC) Portfolio:

3.1.1.1 100% of the purchase price shall be due thirty (30) days from Philips' invoice date.

3.2 Support Services, if any, shall be invoiced and paid as set forth on the quotation.

3.3 Payment terms are subject to credit approval.

4. Delivery

4.1 Philips will make reasonable efforts to meet Customer's delivery requirements. If Philips is unable to meet Customer's delivery requirements, alternative arrangements may be agreed. In the absence of such agreement, Customer's sole remedy is to cancel the order, such cancellation to be subject to mutual agreement by both parties. If Customer requests a major delay in the date of delivery of the product, Philips may attempt to arrange re-delivery within a reasonable time or may terminate the order.

5. Installation

5.1 For products with installation included in the purchase price, acceptance by Customer occurs upon completion of installation by Philips. For products without installation included in the purchase price, acceptance by Customer occurs upon delivery. If Customer schedules or delays installation by Philips more than thirty (30) days after delivery, Customer's acceptance of the products will occur on the thirty-first (31st) day after delivery.

6. Philips IntelliVue Products

6.1 The following applies in the event Customer elects to use the Philips IntelliVue Information Center on its general network versus dedicating a separate IntelliVue Clinical Network to support the communication between the Philips IntelliVue Information Center and the Philips IntelliVue bedside Vital Signs Patient Care Monitors:

6.2 The Philips IntelliVue Information Center is a secondary vital signs monitoring tool that is used by Customers to monitor the activity arising from alarms that sound from a Vital Signs Patient Care Monitor at the patient bedside. Philips advises that the likelihood of power or bandwidth outages is generally greater when using a medical device on a general network vs. a network dedicated solely to its use. In the event a power or bandwidth outage were to directly affect the Philips IntelliVue Information Center's ability to communicate with a bedside Vital Signs Patient Care Monitor, the Philips IntelliVue Information Center would not be available to get real time alarm information from a bedside Vital Signs Patient Care Monitor. Accordingly, Customer shall ensure that its nursing protocols at the patient room floor must be based on using the Philips bedside Vital Signs Patient Care Monitor, at all times, as the primary medical device to use and respond to, for monitoring patient's vital signs at the patient bedside.

7. Clinical Informatics Products, and Philips IntelliVue Information Center Product Family

The following additional terms shall apply:

7.1 Anti-Virus.

7.1.1 Philips does not sell anti-virus software with these products. Customer bears the sole responsibility to purchase and manage all virus issues in connection with the products and Philips shall have no liability in connection therewith. Use of anti-virus in a manner not recommended in the user manual or without patch validation with Philips is Customer's sole responsibility or risk.

7.1.2 Philips IntelliVue Information Center. PIIC iX supports multiple antivirus solutions. See the document PIIC iX and PIIC Antivirus Software Use and Configuration Guide (Part Number 4535 643 73031) for details.

7.2 Prior Validation of Operating System (OS) Updates and/or Upgrades.

7.2.1 Patches introduced by operating system Original Equipment Manufacturers (OEM) can impact the performance of the applications that run on them. Patient safety is the paramount interest of Philips.

7.2.2 Customers are prohibited from applying operating system patches, point releases, updates, and/or upgrades ("OS Modifications"), prior to their validation by Philips for use with Clinical Informatics Products, and IntelliVue Information Center Family of solutions. Customer is solely responsible for issues arising from use of these products with a non-validated OS Modification. Philips shall post on its technical support website which OS Modifications are validated and approved for use with these products. Philips shall have no obligation under a warranty or services to resolve technical issues arising from these products being run with non-validated OS Modifications and Philips will require that Customer roll back the OS to a validated and approved version prior to being obligated to perform technical issue resolution under warranty or service. Philips provides a third party software validation tool with IntelliSpace Perinatal. Customers are prohibited from applying an OS Modification – including Microsoft security updates - to OB TraceVue prior to running an OS Modification through the third party validation tool for IntelliSpace Perinatal.

7.2.3 Philips tests the latest applicable security updates and publishes them as Philips Product Security Status documents. These documents have product-specific vulnerability updates and security-related information such as supported anti-virus software, OS security features, and remote service. Customers can access Philips InCenter portal to access update information.

7.2.4 It is the Customer's responsibility to deploy applicable, validated updates at their discretion. Customer may find validated updates at this website: http://www.usa.philips.com/healthcare/about/customer-support/product-security

7.2.5 See security for Clinical Networks (Part Number 4535 643 73021) for additional security related information.

7.3 Interfaces.

7.3.1 Philips' obligation to provide any interfaces is expressly conditioned upon Customer enabling its HIS system to send and receive HL7 messages to and from the applicable Philips products by the date Philips' products are available for first patient use. If Customer has not fulfilled its interface obligations in a reasonable amount of time, Philips may, at its discretion, terminate any interface obligations and refund any pre-paid amounts for interfaces against the applicable purchase order. Upon Philips' issuance of a refund in accordance with this section, Customer shall be deemed to have accepted the applicable Philips products. Customer will execute any documentation reasonably requested by Philips to document such terminated interfaces. Any interfaces terminated shall be re-evaluated under a separate new sales contract.

7.4 Frequent Data Backup/Disaster Recovery Responsibility.

7.4.1 Philips is not responsible for the development or execution of a business continuity/disaster recovery plan or back up of data and images processed by the system. Customer is responsible for performing frequent backups of any data, patient information, or images residing on the repository database, on Philips products, or an archive.

7.5 Statement of Work.

7.5.1 Professional services performed in connection with this transaction shall be performed pursuant to a Statement of Work, which the parties will execute and attach to the quotation, subject to the terms set forth in the quotation and the terms of this Agreement.

7.6 IntelliSpace Event Management Service.

7.6.1 To the extent service for IntelliSpace Event Management products is set forth in the quotation, such service shall be per the Philips then current IntelliSpace Event Management Service Exhibit for the period of time indicated on such quotation. The IntelliSpace Event Management Service Exhibit can be found on http://www.usa.philips.com/healthcare/about/terms-conditions.

8. Support Services

8.1 To the extent services for any other products are set forth in the quotation, such service shall be per the Philips then current Terms and Conditions of Service for the period of time indicated on such quotation, which will be provided by Philips and attached hereto.

8.2 Post Warranty Service. Service coverage may vary depending on the product and the use of that product. Accordingly, if Customer elects to purchase post warranty service when Customer purchases products under this Product Specific Schedule, then Customer and Philips shall sign an amendment to the quotation. This amendment shall incorporate the information on the face of the service quotation addressing the description of the products being covered, the price of coverage, payment terms, the period of coverage, the level of support coverage, and the Philips Technology Update Service description, if purchased by Customer. Additionally, such amendment shall incorporate the Medical IT Service Exhibit that provides greater specificity of the support coverage offering being purchased, along with memorializing that the additional terms and conditions applicable to service set forth in the quotation shall apply.

8.3 Warranty exclusions set forth in Section 9.6 of Philips Standard Terms and Conditions of Sale also apply to Support Services. The conditions that resulted in the exclusion of product warranty coverage, set forth in Section 9.6, shall also apply to any service provided during an in- warranty or post warranty coverage period.

9. Customer Supplied Network (CSN) Installation and Configuration Responsibilities

9.1 Philips provides information on which patient monitoring devices (and in what locations) will be connected to the CSN following the standard IntelliVue Clinical Network design rules. During the CSN installation process, Philips is responsible for proper configuration and physical installation of the Philips patient monitoring products ("Philips Products"). In CSN situations, Philips does not configure the network or connect the Philips Products to the network. Customer has ownership of these tasks.

9.2 Customer Responsibilities:

9.2.1 Installation. It is Customer's responsibility to configure the network infrastructure devices as specified in the Philips CSN specification document. After Philips has completed physical installation of the Philips Products, it is the Customer's responsibility to connect the Philips Products to the hospital network infrastructure, and to confirm the Philips Products have a network that meets the CSN specification document.

9.2.2 Ongoing Support. As it applies to the Philips Products being used with a CSN, it is Customer's responsibility to maintain the network in a manner that continuously adheres to the CSN specification. Additionally, it is Customer's responsibility to perform the first line of support for all questions related to the Philips Products at the Customer site. It is Customer's responsibility to determine if the problem is a clinical issue, a Philips Products issue, or a network connectivity issue and to contact the responsible party for resolution.

9.3 The Customer agrees that, unless the Philips Products are being used in a telemetry fashion, the bedside monitor and bedside screen must be used as the primary patient alarm device.

9.4 Under no circumstances is Philips responsible for Customer's inability to use Philips Products (including but not limited to loss of patient alarms or data) due to any CSN outages, downtime, or customer failure's to properly maintain or configure the CSN.

10. Statement of Work

10.1 Philips shall not accept orders for telemetry and/or monitoring product without a signed Statement of Work accompanying such order.

11. Sleep and Respiratory Care Products

11.1 Preparation of Site/Installation/Training:

11.1.1 Site Preparation: Customer shall be responsible for providing the necessary environment and materials for the proper operation of the Products. In the event the site is not correctly prepared or equipment supplied by Customer is not functioning correctly, which requires Respironics or Philips to spend additional time installing products, or a second visit to Customer location, this additional time will be charged to Customer at Respironics standard daily rates plus expenses.

11.1.2 Installation: The configuration defined prior to the Respironics technician's arrival will be installed as part of these terms and conditions of sale. Equipment that is not defined prior to arrival and requires additional time to install or a second visit to Buyer's location will be charged to Buyer at Respironics standard daily rates.

11.1.3 Training: If applicable, Buyer is responsible for having its personnel available and dedicated to training at the time of installation. Respironics will provide onsite training to technologists, physicians and other personnel in the operation of the Product.

11.1.4 Additional BiPAP Conditions: Respironics requires the dealer or Customer to have appropriate medical personnel on staff to support patient training and follow up. Such personnel include, but are not limited to, credentialed respiratory therapist, credentialed nursing personnel or physician's assistants.