

SCHEDULE 12
INTEROPERABILITY SOLUTIONS
Rev 24

Product Category	Products
Data Management & Interoperability Solutions	HealthSuite Interoperability Solution

This product-specific schedule is subject to and incorporated into the Conditions of Sale. Without limiting the applicability of Section 19 (Product Specific Terms) therein, the following sections of the Conditions of Sale do not apply to this Schedule 12: Sections 2.4-2.5 (Quotation, Order and Payment), Section 3 (Philips Security Interest until Full Payment), Section 5 (Lease and Trade-In), Section 6 (Shipment and Delivery Date), Sections 7.1, 7.3 and 7.4 (Installation), and Section 8 (Product Damages and Returns).

1. Definitions

The following terms used in this Schedule shall have the meaning set forth below. Capitalized terms used but not otherwise defined herein have the same meaning as set forth in the Conditions of Sale.

- 1.1 **Acceptance** means the date of the delivery of (parts of) the Licensed Software as described in the Quotation and as evidenced by Philips' notification of delivery to Customer. Alternatively, the Licensed Software will be deemed accepted upon Customer's continued use after a period of 30 days has expired after (each part of) the Licensed Software was delivered by Philips to Customer.
- 1.2 **Customer Content** means any information, in digital or other form, processed by Customer in relation to the Licensed Software, including but not limited to data, documents, emails and pictures, including Personal Data.
- 1.3 **Customer's System** means all Third Party Products and Services provided by Customer to run the Licensed Software, including (but not limited to) server hardware, operating system, web server, database and virus scanner.
- 1.4 **Deliverables** means materials, work-products and documentation provided and/or delivered as part of the Professional Services, such as a manual.
- 1.5 **Documentation** means the technical and functional specifications of the Licensed Software and user guides, manuals and other instructional materials provided by Philips to Customer relating to the operation and functions of the Licensed Software, as may be updated from time to time by Philips.
- 1.6 **Environment** means the part of Customer's System, which runs (part of) the actual Licensed Software, Third Party Products and Services, including but not limited to network connection, server hardware, operating system, web server, database and virus scanner.
- 1.7 **Fee(s)** means the fees payable by Customer for the use of the Licensed Software, Professional Services and/or Technical Support Services, all as set forth in the Quotation.
- 1.8 **Implementation** means the configuration and preparation of the Licensed Software for its use by Customer.
- 1.9 **Installation** means providing the Licensed Software to Customer in an Environment ready for use.
- 1.10 **Licensed Software** means the software (application(s)) provided by Philips to Customer, as described in the Documentation and the Quotation, including Updates and Upgrades as may be provided to Customer by Philips from time to time. Philips is not obliged to make available Updates and Upgrades, except where explicitly agreed between the parties.
- 1.11 **Maintenance** means the tracing or repairing of defects with respect to the Licensed Software made available from time to time at the discretion of Philips. The Quotation will indicate whether Customer has subscribed to Upgrades as part of the Maintenance.
- 1.12 **Professional Services** means the services ordered by Customer and provided by Philips pursuant to the Quotation and the attachment hereto (Philips Interoperability Maintenance and Support Terms and Conditions), which may include but not limited to Installation and Implementation and Training, excluding the provision of any Technical Support Services or Maintenance with respect to the Licensed Software.
- 1.13 **Technical Support Services** means the technical support services and Maintenance provided by Philips for the Licensed Software as described in and pursuant to the Quotation and the attachment hereto (Philips Interoperability Maintenance and Support Terms and Conditions).
- 1.14 **Third Party Products and Services** means any hardware, software, peripherals, network, content protected by copyrights or other equipment or services, other than the Licensed Software or Customer Content, that Customer has acquired or may acquire the right to use from a party other than Philips (irrespective of whether it is delivered by Philips).

- 1.15 **Training** means the instruction by Philips of the relevant employees of Customer (trainees) for the use of the Licensed Software.
- 1.16 **Update** means a new version of the Licensed Software consisting of technical and/or functional alterations that are compatible with the previous release.
- 1.17 **Upgrade** means a major upgrade to the Licensed Software, i.e. an enhanced version of the Licensed Software which offers substantial additional functionality to the Licensed Software.
- 1.18 **User** means any person who is authorized by Customer to use the Licensed Software, for whom subscriptions to the Licensed Software have been purchased, and who have been supplied user identifications and passwords by Customer (or by Philips at Customer's request).

2 License

- 2.1 Subject to (i) Acceptance, (ii) full and timely payments of Fees and (iii) usage of the Licensed Software by Customer in compliance with the terms and conditions contained herein, Philips grants to Customer a limited, non-exclusive, non-transferable license, without the right to sublicense, to use the Licensed Software for the term set out in the Quotation, which license Customer accepts.
- 2.2 Customer agrees that its entering into the Agreement with Philips is neither contingent upon the delivery of any future functionality or features of the Licensed Software nor dependent upon any oral or written comments made by Philips with respect to future functionality or features of the Licensed Software. The Licensed Software and Documentation, are subject to change by Philips at any time, provided that Philips shall notify Customer in advance of any substantial changes.
- 2.3 Customer shall pay the Fees in time and use the Licensed Software solely as contemplated by the Agreement. Furthermore, Customer shall not and shall ensure Users not to:
- (a) use the Licensed Software in a way prohibited by law, regulation, governmental order or decree or violating the rights of others;
 - (b) use the Licensed Software in any application or situation where failure of the Licensed Software could lead to the death or serious bodily injury of any person, or to severe physical or environmental damage;
 - (c) sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Licensed Software available to any third party, other than to Users or as otherwise contemplated by the Quotation;
 - (d) send spam, malware or unsolicited messages in violation of applicable laws;
 - (e) send or store infringing, or otherwise unlawful material, including material that violates third party rights;
 - (f) interfere with or disrupt the integrity or performance of the Licensed Software or Customer Content contained therein;
 - (g) attempt to gain unauthorized access to the Licensed Software or any service, device, data, account or network or impair anyone else's use of it;
 - (h) modify, copy or create derivative works based on the Licensed Software;
 - (i) frame or mirror any content forming part of the Licensed Software;
 - (j) reverse engineer the Licensed Software;
 - (k) access the Licensed Software in order to (i) build a competitive product or service, and/or (ii) copy any ideas, features, functions or graphics of the Licensed Software;
 - (l) exceed the licensed use of the Licensed Software as described in the Quotation;

Customer shall reproduce on all media containing a copy of the Licensed Software all copyright notices, proprietary information notices and other legends and markings as were affixed to the original media.

3 Responsibilities of Parties

- 3.1 Philips shall deliver one copy of the Licensed Software to Customer.
- 3.2 Customer is responsible for (i) the relevant certificates, including (but not limited to) the ordering and activating of (for instance Transport Layer Security) certificates for websites (if applicable), (ii) renewing licenses for the use of the Licensed Software, (iii) insuring and making back-up copies of the Licensed Software and Customer Content (on database level) for archival, operational and security purposes, which will all be subject to the terms contained herein, (iv) maintenance of the database(s) of Customer, (v) Third Party Products and Services, (vi) creating and maintaining User accounts and (vii) Customer's System.
- 3.3 Customer must employ industry standard virus protection software and methods as well as firewall and other security protection, and is responsible for the consequences of any virus attack on, or security breach of, its operating system and the Licensed Software.
- 3.4 Customer is responsible for the hosting of the Licensed Software, unless the parties have expressly agreed otherwise.

- 3.5 Customer is responsible for acquiring and installing any Updates and/or Upgrades to the Licensed Software. If Philips agrees to provide installation of Updates and/or Upgrades, then Customer will provide reasonable cooperation with the installation of such Updates and/or Upgrades by Philips. Installations may require Customer to make additional changes to Customer's System at its own cost. Customer (and not Philips) shall be fully responsible for any consequences of a decision not to install any Updates and Upgrades.
- 3.6 Customer is responsible for all activities that occur in User accounts and for Users' compliance with the Agreement (including this Schedule). Customer shall: (i) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Content in the Licensed Software; (ii) use reasonable efforts to prevent unauthorized access to, or use of, the Licensed Software, and notify Philips promptly of any such unauthorized access or use and promptly furnish full details of such use or access, and cooperate with Philips in any litigation against third parties deemed necessary by Philips to protect its proprietary and contractual rights; and (iii) shall ensure the proper configuring, programming and operating of Customer's hardware, software, websites, content, telephone and internet connections to allow access to and use of the Licensed Software; and (iv) comply with all applicable laws in using the Licensed Software.
- 3.7 Customer is responsible for meeting the software, hardware and server requirements described by Philips in the Documentation, which requirements are subject to change by Philips at any time, provided that Philips shall notify Customer in advance of any substantial changes.
- 3.8 Customer acknowledges and agrees that Third Party Products and Services shall be subject to the terms and conditions of the third party supplier(s) exclusively. Customer shall comply with the applicable third party terms and conditions.
- 3.9 If Customer uses the Licensed Software (or permits workstation(s) or computing device(s)) to access or utilize the services or functionality of Third Party Products and Services (including Microsoft products or similar software), Customer should obtain appropriate license(s) directly from such third party supplier.

4 Customer Indemnifications

- 4.1 Customer shall indemnify Philips and each of its officers, directors, employees and agents against any loss, damage, liability or costs (including reasonable legal fees) incurred by any of them as a result of any claims made or brought against Philips or its affiliates, officers, directors, employees or agents by a third party arising out of or related to: (i) Customer's use of the Licensed Software in violation of the Agreement (including this Schedule); (ii) Customer's breach of any of its representations, warranties, undertakings or commitments in the Agreement or this Schedule; or (iii) Customer's negligence or willful misconduct. Philips shall promptly give written notice of the claim to Customer, give Customer sole control of the defense and settlement of the claim (provided that Customer may not settle or defend any such claim unless it unconditionally releases Philips of all liability) and provide Customer, at Customer's cost, all reasonable assistance in defending and settling any such claim.

5 Audit Rights and License Management

- 5.1 For the duration of term set out in the Quotation and for a period of 6 months thereafter (except where a longer period is required by law, then such longer period shall apply), Customer shall allow Philips to carry out audits, including (without limitation) remote and/or electronic audits, of Customer's use of the Licensed Software in order to verify compliance with the terms of this Agreement (including this Schedule).
- 5.2 The audit shall be conducted at Philips' expense, unless the results of such an audit establish that Customer's use of the Licensed Software is not in compliance with the terms of this Agreement in which case Customer shall bear the costs. If any audit by Philips shows any deficiency in the Fees paid to Philips, Customer shall promptly remit payment to Philips of the relevant amounts plus interest calculated in accordance with Section 3.4 of the General Terms of the Conditions of Sale.
- 5.3 The Licensed Software incorporates license management tools and technology to ensure Customer complies with the Agreement and to allow Philips to exercise self-help remedies in the event that (i) Customer breaches this Agreement which breach is irremediable or (where such breach is remediable) fails to remedy that breach within such 30 days after being notified in writing to do so, or (ii) any (security or privacy) incidents concerning the Licensed Software, including without limitation the ability of Philips to temporarily or permanently suspend Customer's use of the Licensed Software. Philips shall not exercise any such self-help remedies 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 Licensed Software. Customer consents to such license management tools and technology and authorizes Philips to exercise any or all of the capabilities.

6 Software warranty

- 6.1 Philips warrants that (i) the Licensed Software shall perform materially in accordance with the Documentation during a period of 90 days from the date of Acceptance ("Warranty Period") and (ii) it owns or otherwise has sufficient rights in the Licensed Software to grant Customer the rights herein.
- 6.2 The warranty set out in 6.1(i) shall only apply where: (a) Customer notifies Philips of any nonconformity discovered within the Warranty Period in writing within 10 days of discovery giving full details of such nonconformity; and (b) Philips is able to reproduce the nonconformity. Upon receipt of such notice of nonconformity, Philips shall use commercially reasonable efforts to repair or replace the Licensed Software to

make it perform in accordance with the Documentation. All corrections shall be made in accordance with Philips' Licensed Software correction procedures. Philips does not represent or warrant that all errors can be corrected. The Warranty Period shall not be extended due to corrections to the Licensed Software. If, after using commercially reasonable efforts, Philips is unable to replace or repair the Licensed Software, Customer may terminate this Schedule upon written notice to Philips and will receive a pro rata refund for paid for but unused Licensed Software and Technical Support Services. The foregoing are Customer's sole and exclusive remedies for breach of this warranty.

- 6.3 In the event of a breach of the warranty set out in 6.1(ii), Philips shall use commercially reasonable efforts to secure the sufficient rights in or to replace the Licensed Software. If, after using commercially reasonable efforts, Philips is unable to replace the Licensed Software, Customer may terminate this Schedule upon written notice to Philips and will receive a pro rata refund for paid for but unused Licensed Software and Technical Support Services. The foregoing are Customer's sole and exclusive remedies for breach of this warranty.
- 6.4 The warranties set forth in this Schedule shall not apply if (i) the Licensed Software and the Updates have not been properly and timely installed by Customer and used at all times in accordance with the Documentation (ii) Customer (either itself or via a third party on its behalf) has modified the Licensed Software; (iii) Customer has combined the Licensed Software with other software or hardware that is not in accordance with the Documentation; or (iv) Customer did not provide prompt notice to Philips as set forth in 6.2.
- 6.5 None of the warranties set forth in this Schedule apply to any Third Party Products and Services. Warranties for Third Party Products and Services may (if any) be supplied directly to Customer by third party suppliers.
- 6.6 The warranties in Section 6.1(i) and (ii) are made to and for the benefit of Customer only. Except as specifically set forth in this Schedule, Philips makes no representations and warranties, express or implied, relating to the Licensed Software, including but not limited to any warranty that the Licensed Software 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.
- 6.7 Philips is not responsible for circumstances beyond its control, such as:
 - (a) non-Philips' supplied infrastructure, hardware, virtual machines, network (connectors), information, content, software, scripts, data, files, application programming, web servers or service, materials, equipment;
 - (b) acts or omissions of Customer or its agents;
 - (c) virus or hacker attacks;
 - (d) intentional shutdown for emergency intervention or security incidents;
 - (e) acts or omissions of a party other than Philips.
 - (f) Customer configuration changes;
 - (g) Customer's failure to comply with Philips' Documentation and security and upgrade policies;
 - (h) Customer's use in violation of the Agreement (including this Schedule).

7 Technical Support Services

- 7.1 Technical Support Services shall be provided by Philips to Customer according to the attachment hereto (Philips Interoperability Maintenance and Support Terms and Conditions).
- 7.2 When applicable, Customer shall provide Philips with the necessary remote access, required information and support to connect to Philips Remote Service (PRS) and enable Philips to remotely provide the Technical Support Services.
- 7.3 Philips is not obligated to provide any technical support services for Third Party Products and Services (regardless of whether obtained from Philips or another source), including (without limitation) Customer's networks or installation of networks.

8 Professional Services

- 8.1 Philips will provide Professional Services in accordance with the Quotation and the attachment hereto (Philips Interoperability Maintenance and Support Terms and Conditions), if Customer chooses to purchase such services and subject to Customer's full and timely payment of the Fees.

9 Limitation of Liability

- 9.1 The total aggregate liability of Philips, its employees, officers, and affiliates for all loss and damage whatsoever and howsoever arising related to this Schedule and the Agreement shall be limited to the total Fees paid by Customer during the 12 months immediately preceding the date on which the claim arose.
- 9.2 Customer understands and agrees that Philips is not engaged in the practice of medicine and that the Licensed Software is not a substitute for professional judgement of healthcare providers in diagnosing and treating patients. Customer shall indemnify Philips fully and shall hold Philips harmless against any losses or liability in connection with any claim arising due to Customer relying solely on the Licensed Software or its output for purposes of diagnosis or treatment.

10 Term and Termination

- 10.1 Customer shall remove or allow Philips to remove the Licensed Software from its hardware and return the Licensed Software and any copies thereof, Documentation and confidential information to Philips at Customer's expense immediately upon the termination of this Schedule. Customer shall certify to Philips that it does not, directly or indirectly, wholly or partly, retain or possess Licensed Software, Documentation, confidential information or parts thereof.

11 Miscellaneous

- 11.1 In connection with Licensed Software in which one or more third party suppliers retain rights, the provisions contained herein shall also be for the benefit of these third party supplier(s). Customer agrees to indemnify Philips for any claim by third party supplier(s) which arises out of Customer's breach of the Agreement (including this Schedule).
- 11.2 The Licensed Software may contain support for programs written in Java. Java technology is not fault-tolerant and is not designed, manufactured or intended for use or resale as online control equipment in hazardous environments requiring fail-safe performance.

**SCHEDULE 12-A
INTEROPERABILITY SOLUTIONS
MAINTENANCE AND SUPPORT TERMS AND CONDITIONS
Rev 24**

1. Definitions:

Any capitalized term used in these Philips Interoperability Maintenance and Support Terms and Conditions ("**Interoperability Service Terms**") shall have the meaning ascribed to them below or as defined in Schedule 12 – Interoperability Solutions (the "Schedule").

- 1.1 **Additional Service days:** shall mean Service days that are purchased by Customer to cover additional Professional Services, change requests / technical training and or Updates/Upgrades performed by the Philips service team.
- 1.2 **Coverage Hours:** means those hours when Customer is able to access the Services and as further defined in the Service Level Exhibit attached hereto.
- 1.3 **Customer User Support:** shall mean the initial support provided by Customer's personnel to address any Incident experienced by Customer's Users.
- 1.4 **Customer Site:** means the Customer location where the Services will be performed by Philips;
- 1.5 **Designated Hardware:** means hardware that is either owned and procured by Customer or procured and delivered by Philips for the implementation of software services.
- 1.6 **Extended Coverage Hours:** unless otherwise specified in these Interoperability Service Terms, shall mean the time during which Customer may access specified Services for Priority 1 and Priority 2 Incidents on a twenty-four hour, seven days' per week basis.
- 1.7 **Incident:** shall mean Software errors, failures, faults, User problems or requests for User assistance relating to the Licensed Software.
- 1.8 **Intellectual Property:** means any property, tangible or intangible, that may be subject to Intellectual Property Rights, including without limitation, ideas, algorithms, concepts, techniques, processes, procedures, methodologies, plans, systems, research, information, documentation, data, specifications, requirements, designs, programs, inventions, technologies, software (including its source code), tools, products knowledge, know-how, including without limitation, trade secrets, and other materials or things.
- 1.9 **Intellectual Property Rights:** means: (a) any and all proprietary rights anywhere in the world provided under: (i) patent law; (ii) copyright law, including moral rights; (iii) trademark law; (iv) design patent or industrial design law; (v) semiconductor chip or mask work law; (vi) trade secret law; (vii) privacy law; or (viii) any other statutory provision or common law principle applicable to these Interoperability Service Terms which may provide a right in either: (A) Intellectual Property; or (B) the expression or use of Intellectual Property; and (b) any and all applications, registrations, licenses, sub-licenses, franchises, agreements or any other evidence of a right in any of the foregoing.
- 1.10 **Key User:** shall mean a Customer representative selected by Customer who is able and capable of giving instruction and training in the use of the Licensed Software to existing and new Users.
- 1.11 **Non-Qualified Device:** shall mean (i) any product (hardware, firmware or software) utilized in connection with the Licensed Software without Philips' approval or recommendation; (ii) any Licensed Software supplied by Philips which has been modified by Customer or any third party; and (iii) any Licensed Software maintained under these Interoperability Service Terms in which Customer does not allow Philips to incorporate fixes and Updates;
- 1.12 **Office Hours:** means 9:00 am to 5:30 pm Customer local time;
- 1.13 **Philips:** means Philips and its affiliates.
- 1.14 **Resolution Time:** shall mean the approximate amount of time between when Customer first creates an Incident report and when Philips has restored the last functional back-up as described in Section 2.6 of these Interoperability Service Terms.
- 1.15 **Response Time:** shall mean the approximate amount of time between when Customer first creates an Incident report and when Philips has acknowledged the Incident report.
- 1.16 **Services:** means the Technical Support Services and Professional Services purchased by Customer from Philips hereunder which are described in the Quotation(s) and these Interoperability Service Terms.
- 1.17 **Service Levels:** shall mean the expected Response and Resolution Times to Incidents as defined in the Service Level Exhibit.
- 1.18 **Software Administrator:** shall mean the person responsible for the day to day operation of the Licensed Software.
- 1.19 **Standard Coverage Hours:** unless otherwise specified by Philips in the Services Agreement, shall mean 9 am –

5:30 pm Customer time.

1.20 **Weekdays:** means Monday through Friday, but excludes Philips-recognized holidays.

2. Customer Responsibilities.

- 2.1 **Customer User Support.** Customer is responsible for providing Customer User support and shall provide local support personnel, processes and structure to accommodate and resolve any initial User technical issue or problem. If Customer is unable to resolve the User's technical problem, then Customer shall notify Philips as further set out below, and will co-operate with Philips to resolve the Incident. Customer User Support may include, without limitation:
- a) providing initial Software support to Customer's own Users for the purpose of providing advice and assistance in respect of the Licensed Software and its use;
 - b) providing Customer User with support on Licensed Software during the Coverage Hours (as specified in the Service Level Exhibit which is attached to and forms an integral part of this attachment);
 - c) collecting User's diagnostics as requested by Philips to assist Philips in providing Services;
 - d) coordinating User support requirements with Philips and working directly with Users on all matters pertaining to the Customer User requirements;
 - e) interacting directly with Users, including responding to technical questions (of the nature and type which should be answerable by a technical support person who is familiar with the Licensed Software including, but not limited to issue assessment in respect of hardware, servers, network and training) and which could include tasks such as power check, configuration check, and network check.
- 2.2 **Project management.** Customer shall appoint a point of contact for Philips and a service manager who will: (a) provide prior notice and instruct Users with regard to planned Upgrades and the associated unavailability of the Licensed Software (scheduled downtime); (b) ensure that Philips has necessary access to Customer's site and network, as applicable; (c) provide to Philips any necessary support such as, but not limited to, IP addresses and network protocols; and (d) be responsible for organizing any necessary training, in coordination with Philips, for new or existing installations.
- 2.3 **Key Users.** Customer is responsible for selecting one (1) or more Key Users. The Key User is responsible for providing User training when there are new Upgrades and/or Updates. Unless otherwise agreed in writing by the parties, Philips will provide one (1) Key User with initial User training. Thereafter, Customer must ensure that any Key User Customer appoints is appropriately trained to meet the Key User's responsibilities under this attachment and the Schedule.
- 2.4 **Customer's System.** Philips may provide Customer with recommended specifications for Customer's System, however, Customer is solely responsible for ensuring that Customer's System is suitable for the proper use and functioning of the Licensed Software. If required by Philips, Customer will maintain the Customer's System at the required revision levels or specifications as specified by Philips. Philips reserves the right to make changes to the revisions levels from time to time and Customer agrees that such changes may require Customer to make changes to its Customer's System at its own cost. Customer is responsible for maintaining Customer's System and archive media in good working order and for following suitable system management protocols and practices. These Customer responsibilities may include, but are not limited to: checking system alerts, solving system alerts, disk and media de-fragmentation, managing system security, managing system environment, system back-up, managing master data in the system, managing the authorization rights in the system, organizing the training for new users, organizing the training for users after Upgrades, co-ordination of User support, review of User and Key User requests, and managing the communication of such requests to the software vendor. Customer shall not install additional software on Customer's System.
- 2.5 **Audit on Customer's System.** Prior to commencement of any Upgrade, a Customer's System and operating environment audit will be carried out by Philips in order to confirm that Customer's System and the environment in which it operates are maintained at a level at which the Upgrade can be carried out. Should this audit indicate that Customer's System and/or the operating environment are maintained at an insufficient level, then the Upgrade will be postponed until such time as the Customer brings Customer's System and/or operating environment up to a level deemed satisfactory by Philips, and Customer's System is audited again by Philips at Customer's expense.
- 2.6 **Data reconstruction.** Customer is responsible for devising and following its own back-up processes with regard to Customer content. Customer shall be solely responsible for the reconstruction, restoration, retrieval or recovery of any lost or altered patient records, files, programs, any data, or programs. In no event shall Philips have any responsibility or liability with respect to the foregoing. Customer and Philips may agree in writing that Philips shall provide services on a commercially reasonable basis to reconstruct data. Any such services shall be subject to availability, and will be documented in an amendment to this Schedule which will specify the additional fees (which will be confirmed by Philips to Customer) and any other additional terms that the parties may agree upon in writing.
- 2.7 **Network Access.** In order to receive Services, Customer must provide Philips with access to its network through one of the following options: (1) Remote Access. Customer may elect to provide Philips with twenty four (24) hour, seven (7) days' per week, (24x7) direct VPN remote network access to the Designated Hardware, the required information and support to enable Philips to remotely provide Technical Support Services for the Licensed Software. If this option is selected, Customer must provide Philips with administrator access to all Third Party Products and Services installed on the Designated Hardware. Customer will allow Philips to install and manage a Customer Premises Equipment/Virtual Private Network ("CPE/VPN") device for secure access to Designated Hardware; (2) Coordinated Remote Access. Customer may elect to provide Philips with direct VPN remote network access to the Designated Hardware, the required information and support to enable Philips to remotely provide Technical Support Services for the Licensed Software in coordination and with a Customer designated representative. If this option is selected, Philips does not provide any

guaranteed Service response or resolution times, as access to the Customer network will be dependent on Customer's availability; or (3) On-Site Network Access. Customer may elect to provide Philips with access to its network through on-site Services only. If this option is selected, Philips does not provide any guaranteed Service response or resolution times, as access to Customer's network will be dependent on Customer and Philips's personnel availability. If either Remote Access or Coordinated Remote Access are selected by Customer, Customer will (i) provide Philips with a secure location at Customer's premises to store one Philips remote services network router (or a Customer-owned router acceptable to Philips at the Customer's option) for connection to the equipment and to Customer's network; and (ii) at all times provide Philips with full and free access to the router and a dedicated broadband Internet access node, including but not limited to public and private interface access, suitable for connection to Customer's network for Philips use in remote servicing of the Licensed Software, such as providing Technical Support Services, updating the Licensed Software, uploading software error logs and utilization data, transmitting automated status notifications from the Licensed Software to Philips, and performing real-time screen sharing with the Customer's personnel. The type of Customer network access selected for each Customer Site is set out in **Exhibit 1** of these Interoperability Service Terms. Customer must ensure that Philips is not required to request its accounts to be enabled each time Philips needs to connect to the Licensed Software and/or Designated Hardware so as to be able to investigate and fix Incidents. If for whatever reason VPN access is not available for a Customer who has selected either the Remote Access or Coordinated Remote Access option, then any resulting on-site activities will be billed to Customer at the then-current Philips fees. Any up-time guarantees, Resolution Time, or Response Time, will be invalidated in that case.

2.8 Customer Site. If Philips is providing on-site Services, Customer must ensure that Customer Site is safe and free from any hazards, hazardous or infectious substances, and meets all applicable laws and safety standards. Philips will not be required to perform Services at a Customer Site that Philips reasonably deems to be unsafe or unsuitable and will invoice Customer its standard minimum rate for fees plus any costs it incurs (for example, travel related expenses) in attending at any Customer Site where Philips determines it cannot perform Services.

2.9 Anti-Virus Statement. The Designated Hardware and related software is a computer-based medical product and is, therefore, subject to attack by computer viruses. Customer shall be solely responsible to install, monitor and upgrade software required to prevent any attack by a computer virus. Any additional costs, including for software installation, incurred by Philips caused by a lack of adequate anti-virus control and/or protection from Customer, shall be invoiced to and paid by Customer to Philips.

3. Services.

3.1 Technical Support Services Scope: Technical Support Services consist of:

- a) Notification to Customer in writing of Philips recommended Upgrades and Updates (such notices being referred to as "**Release Notes**") and the provision thereof to Customer, for which Customer shall provide all necessary and useful support upon the first request of Philips, including cooperation with scheduling and site access. Philips accepts no responsibility or liability in respect of the Licensed Software or Services if Customer has not carried out all other relevant recommendations contained in other Release Notes received by Customer;
- b) Investigation and identification, where possible and after Customer fulfils its Customer User Support obligations, of suspected Incidents associated with the Licensed Software reported by Customer;
- c) Where Philips deems appropriate, supply of temporary software work around or software patches to overcome specific Incidents reported by Customer;
- d) Technical information given by telephone to Customer through Philips technical support team in relation to the Licensed Software. Such information will include:
 - a. general information on system operation and housekeeping;
 - ii. information and support in relation to Customer undertaking database integrity checks and general information on fix of data corruption identified;
 - iii. if requested, and where Philips deems reasonably possible, information on database recovery with Customer to take the required actions;
 - iv. working with Customer in relation to identification of software/data corruption following power failure/fluctuation, hardware or communications problems, and information on fix of corruption identified; and
 - v. advisory support associated with Upgrades or changes.
- e) Application support via telephone for Customer through Philips technical support team in relation to the Licensed Software.
- f) In the event that telephone assistance and/or remote problem resolution is deemed not sufficient by Philips or has not been purchased under this attachment to restore Licensed Software performance, Philips will provide on-site support service at the Customer facility at Philips's discretion during Coverage Hours at the then-current Philips Fees or as otherwise provided under this attachment or the Schedule if Customer has purchased On-Site Network access support.

3.2 Services Accessibility. Services under these Interoperability Service Terms are available during Coverage Hours and in accordance with the Response Times specified in **Schedule 12-B**.

4. Technical Support Service Exclusions. The Technical Support Services provided by Philips shall not extend to the following items (nor consequences thereof):

- a) any Incident caused by the incorrect operation of the Licensed Software by anyone other than Philips, including Customer, its employees, contractors, agents, or other representatives, or by an error in data supplied by Customer;
- b) any fault within the Licensed Software resulting from alterations howsoever made by Customer or any third party to existing Licensed Software and/or Designated Hardware upon which the Licensed Software is dependent, referred to as the "Operating Environment", without the prior written approval of Philips. For the

sake of clarity, alterations to the Operating Environment include (but are not limited to) the installation, upgrade or reconfiguration of the following:

- a. Philips designated database/applications server;
 - ii. Customer's workstations upon which the Licensed Software is running;
- iii. any Third Party Products and Services to which the Software interfaces;
 - iv. any network infrastructure components that the Licensed Software depends upon for communication and transportation;
- v. any other hardware change, which causes a fault in the Licensed Software;
 - vi. the operating systems residing on the database/applications server and Customer's workstations including changes to network identification;
 - vii. the DBMS installed on Philips designated database/applications server;
 - viii. any other action from Third Party Products and Services that causes a fault in the Licensed Software;
 - ix. any fault caused by Third Party Products and Services or anything else not supplied or recommended to the Customer by Philips;
 - x. any combining of the Licensed Software with a Non-Qualified Device.

- c) operating system software issues that manifest themselves in non-performance of another installed application and affect use or performance of the Licensed Software;
- d) network related problems that arise as direct or indirect result of network configuration changes or network settings that may be required as part of the Upgrade; and
- e) custom services as defined in **Schedule 12-B** (if any).

5. Philips' obligations under the Service Level Exhibit attached hereto as **Schedule 12-B** only apply on the Philips production environment and not on test / acceptance environments. Resolution times are only valid in case Customer complies with the back-up policies and process as described in Section 1.6 (Data Reconstruction) hereof.

6. **Professional Services.** If Customer has purchased Professional Services under this Schedule, then subject to Customer meeting its payment obligations hereunder, Philips will provide Professional Services in accordance with each applicable Quotation, this attachment and the Schedule. The Professional Services may include advice and recommendations. However, Customer (and not Philips) shall at all times be responsible for any decisions based upon such advice or recommendations. Customer acknowledges and agrees that Customer is solely responsible for independently verifying the results of any services of a consultative nature and for Customer's reliance thereon.

6.1 **Professional Service Exclusions.** Unless expressly described in the Quotation, the Professional Services do not include:

- a) equipment, software, or licenses; and
- b) services outside the scope of the Professional Services, as set forth in the Quotation.

6.2 Philips' responsibility to provide the Professional Services, to meet the milestones (if any), and to provide Deliverables is contingent on Customer meeting its responsibilities described below in a timely and appropriate fashion, at Customer's sole expense. 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:

- a) access to Customer's employees, representatives and/or agents required to accomplish the objectives;
- b) access to relevant information and materials (written and electronic) as needed to accomplish the objectives;
- c) immediate 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;
- d) access to standard office facilities, such as work space, standard office equipment (e.g. telephone, copiers), Internet access, and parking when necessary for Philips to be at Customer's site to perform the Professional Services;
- e) 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;
- f) Philips personnel with adequate safety and other training and familiarize them with local procedures and rules of Customer;
- g) written feedback promptly upon Philips' request; and
- h) Philips with a Customer representative, in writing, who will be responsible for providing the items described in this Section 5.2 and any other information, materials, or feedback requested by Philips in connection with the Professional Services.

7. **Software Restoration.** If Philips provides any Upgrade under this attachment, then the following terms apply. Should an Upgrade fail, such that the supported application software requires restoration, Customer will restore a functional backup (image) that has been taken from the Licensed Software prior to the Upgrade. The backup will consist of the application software, database software and operating system to the revision level that existed prior to the malfunction or failure. Custom or Third Party Products

and Services, custom database configurations or reports, and Customer-written product interfaces are not included in the software restoration provided by Philips.

8. **Downtime during Upgrade installation.** Philips will use commercially reasonable efforts to keep downtime of the Licensed Software during installation of any Upgrade to a minimum; however, Customer acknowledges that such downtime cannot be avoided and there may be significant downtime on Upgrades. Philips shall inform Customer when Upgrade installation will take place and what the expected downtime will be to help enable Customer to adjust its work-planning accordingly. Philips does not provide any guarantee that the estimate of expected downtime will be accurate and does not accept any liability whatsoever as a result of or connected to any downtime, and Customer releases Philips from any such liability.

9. Incident Reporting, Management and Resolution.

9.1 **Incident Reporting.** In case of an Incident, Customer's Key User is responsible for referring each such Incident to Philips' support team as follows:

- a) by email to a special account that will be monitored by Philips' support team. The email account (iSiteCare@philips.com) will be provided to Customer by Philips. Customer should provide Philips with as much relevant information as possible, such as the patient file affected, the module and screen being accessed at the time, the action being undertaken, any error message displayed, the frequency, implications and urgency of the Incident. A support engineer will call back if further clarification is required; or
- b) By logging their incident directly into the Philips Interoperability Solutions Incident Management System ("IMS"), currently available at: <https://supportInteroperabilitySolutions.topdesk.net> (Philips will advise Customer in the event the IMS website changes); and
- c) In the case of Priority 1 or 2 Incidents only, Customer must telephone Philips' support team on the designated telephone number (+1 877-328-2808). All Priority 1 or 2 Incidents referred by telephone must also be followed up by email to Philips' support team.
- d) Incidents must only be reported to Philips' support team by the Key Users of the Customer.

9.2 **Logging.** Philips shall log all Incidents on the Incident reporting system used by Philips' support team, shall issue a unique Incident code number for each such Incident, and shall notify the Customer's Key User with an estimated time to fix, or arrival on-site (where appropriate).

9.3 **Priority Level Classification.** Once an Incident which requires remedial action has been reported to Philips by Customer, Philips and Customer shall then confer to determine the Priority Level which should be assigned to such Incident using the following Priority Level classification scheme:

9.4 Priority Definitions

- i. Priority 1 (Critical need) – Critical need.
- ii. Priority 2 (System down) – Central (Licensed Software or application) servers down.
- iii. Priority 3 (System restricted) – The Incident causes workflow problems for Customer or they cannot perform standard functions for the delivery of patient care.
- iv. Priority 4 (Intermittent problem) – Occasionally occurring or appearing Incidents.
- v. Priority 5 (Scheduled activity) – No work outage – schedule tasks with Customers consent.

Notwithstanding any other provision of the Schedule, Philips has final authority in determining the priority category of all Incidents and in determining the priority of response of Priority 1 through Priority 5 Incidents.

9.5 **Incident Management Approach.** Philips shall manage the reported Incidents using the following approach:

- i. working with Customer to understand the Incident and defining the Incident;
- ii. understanding the impact of the Incident on Customer's operation;
- iii. understanding Customer's needs and expectations;
- iv. communication on a regular basis;
- v. ensuring that Customer understands its responsibilities;
- vi. agreeing to criteria for Incident resolution.

Unless Customer has selected the On-Site Network Access option outlined above, Philips shall primarily provide Services over telephone and e-mail using remote connectivity to the Designated Hardware. Philips shall keep all Incident files open until such time as Philips notifies the User who initiated the Incident that the Incident has been resolved. Philips shall continually monitor and evaluate all open Incident files. Notwithstanding any other provision of this Schedule, Philips has final authority in determining whether an Incident has been resolved.

9.6 **Response & Resolution Times.** Philips will use commercially reasonable efforts to respond to and resolve all Customer Incidents within the Response and Resolution Times set out in **Schedule 12-B**.

9.7 **Customer User Support.** The above procedures shall only be instigated by Philips after trouble shooting procedures are performed by Customer as described in Section 1. Customer shall have technically qualified personnel available during Coverage Hours to assist in resolving Incidents, where necessary.

10. **Software Upgrades.** Unless otherwise specified in the Quotation(s), Customer is entitled to receive commercially available Upgrades as determined by Philips from time to time during the Term. Unless Customer has purchased Upgrade installation Services, Customer is responsible for installing Upgrades. The following terms and conditions apply to any such Upgrades:

10.1 Upgrade Installation performed by Customer. Upgrade installation files and packages shall be supplied by Philips to Customer free of additional charge under the terms of the Schedule. Upgrades will be accompanied by Release Notes and user manuals. No Installation and/or other upgrade activities are included under the Schedule. Customer is responsible for the planning, Installation and implementation of the Upgrade. Philips is available to provide remote Technical Support Services in case of Priority 1 or 2 Incidents which arise after or during the Upgrade. If Customer requests that the Services be performed on-site, then Philips will perform the Services on-site subject to availability and to additional Fees which Philips will communicate to Customer.

10.2 Upgrade Installation performed by Philips. If Customer has purchased Additional Service Days, Philips will provide the Installation of the Upgrade(s) remotely, with the installation method to be chosen by Philips at its sole discretion. The following Services are covered under the Upgrade installation coverage: project management and Installation of Licensed Software. Professional Services deemed necessary for the Upgrade, such as workflow assessment/consultation, technical/clinical/application training, network consulting and customization may be purchased separately as Additional Service Days from Philips if available. If Customer requests that the Services be performed on-site, then Philips will perform the Services on-site subject to availability and to additional Fees which Philips will communicate to Customer.

10.3 Scheduled Software Installation Coverage. Upgrade installation performed by Philips will be performed during Weekday Office Hours, however Philips will make commercially reasonable efforts to accommodate Customer requests to perform Upgrade installation outside of Weekday Office Hours.

10.4 Notice of Upgrades. Once a Upgrade is available, Customer accepts sole responsibility for any consequences of delaying or failing to complete (or to allow Philips to complete, if applicable) the Upgrade implementation. Without limiting the generality of the foregoing, Customer acknowledges that its delay or failure to implement available Upgrades may result in (without limitation) non-compliance with new datasets, bug-fixes which cannot be applied, and other technical issues. and Philips shall have no liability or responsibility in connection with the foregoing. Philips only supports (a) current release of the Licensed Software; (b) the immediate three (3) prior releases of the Licensed Software (the "N-3" version). Notwithstanding the foregoing, Philips will use commercially reasonable efforts to provide Customer with Technical Support Services for Licensed Software during the term for a maximum of twelve (12) months' from the date that Customer is notified that a Upgrade is available, however Philips is unable to guarantee Technical Support Services will be available for non-current Licensed Software, including without limitation bug fixes and Licensed Software troubleshooting. Customer agrees and acknowledges that Services for non-current Licensed Software versions may be subject to additional Fees.

11. Releases and Exclusions from Services.

11.1 Release from responsibility. If Customer fails to comply with any of its obligations under this Interoperability Service Terms attachment and the Schedule, then Customer expressly releases Philips from its obligation to perform the Services and from any liability in connection therewith, including without limitation in any of the circumstances listed below:

- a) Any failure of Customer to maintain all items of hardware and software necessary for the proper functioning of the Licensed Software (including without limitation where Customer does not maintain the server properly and this leads to any Incident in the Licensed Software);
- b) Any unauthorized changes made to the Licensed Software or any changes to the operating environment made without notification to and consent of Philips;
- c) Any failure of Customer to provide Philips with communications access to enable Philips to support the Licensed Software;
- d) Any failure of Customer to report Incidents to Philips;
- e) Any failure of Customer to upgrade the Licensed Software to a supported version.
- f) Any failure of Customer to pay Fees to Philips when due;
- g) Any failure of Customer to ensure that those contacting Philips with support issues have undergone full training on the Licensed Software by Philips authorized staff or by the Key User.

12. Fees, Taxes, & Payment.

12.1 Fees. Fees for Services under this attachment are specified in the applicable Quotation(s). Fees are exclusive of applicable taxes which will be invoiced to and paid by Customer. All currency amounts are stated in Canadian dollars.

12.2 Invoices & Payment Terms. Philips shall invoice the Fees and applicable taxes, and Customer shall pay the Fees and applicable taxes as follows: (a) Annual Technical Support Service Fees. Fees for Technical Support Services will be invoiced to Customer annually for each year of the term. Customer shall pay each Annual Technical Support Service Fee to Philips within thirty (30) days' of the date of the applicable Philips invoice. Unless otherwise specified by Philips under the applicable Quotation: (i) if Customer agrees to a renewal term for Services under this attachment at least six (6) months' in advance of the expiration of any then-current term by issuing Philips a confirming purchase order, then Philips will hold the then-current Annual Technical Support Service Fee firm during the applicable renewal term. (ii) In all other cases, the Annual Technical Support Service Fee is subject to increase after the initial term is completed, in which case Philips will notify the Customer in writing in advance of the applicable renewal term, with any such increase to be effective from the commencement of the applicable renewal term. (b) Professional Services. Unless otherwise specified in the applicable Quotation, Fees for Professional Services will be invoiced to Customer upon receipt of a confirming Customer purchase order. Unless otherwise stated in the applicable Quotation, Professional Service Fees are due and payable within thirty (30) days of the date of the applicable invoice.

12.3 Professional Services Fees. The following additional terms apply to Fees for Professional Services. (a) Deliverables. In the event that a Quotation provides Deliverables are to be invoiced upon delivery by Philips, and there is more than one (1) Deliverable in the Quotation (for example, multiple projects), then (i) each such Deliverable will be deemed to

be a stand-alone item, (ii) Philips may invoice for each item as it is delivered, and (iii) Customer will pay for each item as it is invoiced. (b) Hourly Rates. In the event that a Quotation provides for an hourly rate for Professional Services Fees, Philips will invoice Customer for actual hours spent performing any Professional Services. Such invoice may exceed the total estimated amount as set out in the Quotation. If Philips foresees that the estimated amount of hours will be exceeded by more than 10%, it will use commercially reasonable efforts to inform Customer thereof. In addition to the Fees, Customer shall 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. In the event that the Services under this attachment are terminated before the end of the term, any Professional Service Fees invoiced to and paid for by Customer are non-refundable, and any Fees for Professional Services which have been performed by Philips as of the termination date will be invoiced to and paid for by Customer to Philips.

- 12.4 **Suspension of Services.** In the event that Customer does not pay the Fees or any portion thereof, when due, Philips may, in addition to any of its other available remedies, immediately suspend Customer's and each of its Users' right to receive the Services under this attachment.
13. **Intellectual Property.** Customer acknowledges and agrees that, as between Customer and Philips or its licensors, Philips owns all worldwide right, title and interest, including all Intellectual Property Rights, in and to: (i) the Services; (ii) Licensed Software; (iii) Deliverables; and (iv) any modifications, enhancements, Upgrades, Updates or customization to the Licensed Software or any user documentation. Customer does not acquire any rights, title or ownership interests of any kind whatsoever, express or implied, in any of the foregoing or in any other Philips Intellectual Property other than the licenses granted herein.
14. **Order of Precedence.** With respect to the Licensed Software and Services, in the event of any conflicts between the terms of these Interoperability Service Terms, the Schedule, the Conditions of Sale, and any other Schedules, Exhibits or the Quotation, these Interoperability Service Terms shall govern, followed by the Schedule, followed by the Conditions of Sale and then the terms of any Quotation, unless expressly stated otherwise in any of the foregoing.

EXHIBIT 1 – SERVICE LEVELS EXHIBIT
SERVICE LEVEL SUMMARY
Rev 24

Support Services	Telephone / Remote Support	✓
	Standard Coverage Hours	As defined above
	Extended Coverage Hours (24/7)*	✓
Software Services	Updates & Upgrades performed by Customer	✓
	Updates & Upgrades performed by Philips	Can be purchased as Additional Service Days
	Response times** Priority 1&2 incidents	30 minutes
	Response times** Priority 3,4, &5	2 hours
	Priority 1 Incident Resolution time** –from the time the Incident report is received by Level 3 support	72 hours
	Priority 2 Incident Resolution time **– from the time the Incident report is received by Level 3 support	120 hours
	Priority 3 Resolution time** from the time the problem report is received by support	Commercially reasonable efforts to have issue resolved as soon as reasonably practicable
	On-Site/Remote training	Can be purchased as Additional Service Days.
Professional Services	Release notes & Planning	✓
	Other Professional Services	Can be purchased as Additional Service Days.
Customer Site Network Access Selected	(Remote; Coordinated Remote; On-Site (see Section 2.7.2 for details))	Coordinated Remote Access

* Priority 1 and 2 will be addressed 24 x 7 (High priority incidents) and others during standard Coverage Hours

** Response times and Resolution times are only available for Customers who have provided Remote Network Access.