SCHEDULE 4
MONITORING & HOSPITAL RESPIRATORY CARE (HRC) PORTFOLIO
Rev 22

Product Category	Products
Measurement and Monitors	IntelliVue Patient Monitors and Systems
	IntelliVue Telemetry System
	Fetal Monitors
	SureSigns/EarlyVue Vitals Monitors
	Clinical measurements
	MR Patient Care Monitors
Clinical Informatics	IntelliVue Critical Care and Anesthesia
	IntelliSpace Perinatal
	IntelliVue Guardian Systems
	IntelliBridge Family of Solutions
Sleep Therapy	DreamStation
	DreamStation Accessories
Respiratory	Ventilators
Airway Clearance	Cough Assist
Hospital Respiratory Care Supplies	Patient Interface (Masks & Cannulas)
	Circuits
Diagnostic Cardiology Solutions	Stress Testing System (ST80i) Holter Monitoring System (DigiTrak) Cardiographs (PageWriter) IntelliSpace ECG
Respiratory Drug Delivery (RDD) Supplies	Aerosol Mask SideStream Nebulizers Sidestream Plus Threshold IMT Optichamber LiteTouch Masks Peak Flow Misc Asthma Mouth PiecesOptichamber Diamond Peak Flow MetersProChamber Asthma Pack

1. Prices.

1.1 Unless stated otherwise on the face of the quotation, the quotation will remain valid for ninety (90) days unless withdrawn or changed by Philips.

2. Orders.

2.1 Notwithstanding Section 7 of the Philips Terms and Conditions of Sale in the quotation, Philips reserves the right to charge a shipping fee for Hospital Respiratory Care and Respiratory Drug Delivery supplies.

2.2 Orders for Hospital Respiratory Care and Respiratory Drug Delivery supplies are accepted through:
Phone: 1-800-567-1080; and
Email: medsupplies@philips.com

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:

3.1.1 100% 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. Return Policy.

4.1 If there is a problem with an order, Philips wants to correct it as soon as possible. Please note the following instructions before returning merchandise to Philips.

4.1.1 The Customer Services Department of Philips Healthcare Supplies Center in Mississauga, Ontario must authorize all returns of medical supplies. Please call 1-800-567-1080 for a return authorization number. Customer shall pay all shipping charges for returns.

4.2 Returns after sixty (60) days of shipment shall be subject to a restocking charge.

4.3 Philips does not accept returns of Supplies or Products that have been opened, are expired or damaged. Please contact

Philips Healthcare at 1-800-567-1080 for guidance on any returns.

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 Customer-provided general network versus dedicating a separate Philips-provided 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 network 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 of a network or bandwidth outage were to directly affect the Philips IntelliVue Information Center's ability to communicate with a bedside Monitor, the Philips IntelliVue Information Center would not be available to get real time alarm information from a bedside Monitor. Accordingly, Customer is reminded that its nursing protocols at the patient room floor must be based on using the Philips bedside 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.

7.1 The following additional terms shall apply:

7.1.1 Anti-Virus.

7.1.1.2 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. 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.

7.1.1.3 Philips IntelliVue Information Center. PIIC iX supports multiple antivirus solutions. See the document PIIC iX and PIIC Antivirus Software Use and Configuration Guide for details.

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

7.2.1 Operating System patches introduced by Original Equipment Manufacturers (OEM) can impact the performance of the application, which may result in a risk to Patient Safety.

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, at customer's expense, prior to being obligated to perform.

7.2.3 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 IntelliSpace Perinatal prior to running an OS Modification through the third-party validation tool for IntelliSpace Perinatal.

7.2.4 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.

7.2.5 It is the customers' responsibility to deploy applicable, validated updates at their discretion. http://www.usa.philips.com/healthcare/about/customer-support/product-security.

7.2.6 See "Security for Clinical Networks" document for additional security-related information, accessible on the InCenter (mizecx.com) service portal.

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. Recommendations around disaster recovery are included in "Security for Clinical Networks" Section 14, accessible on the InCenter (mizecx.com) service portal.

7.5 Statement of Work.

7.1.2 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.

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, whichwill be provided by Philips and attached hereto.

8.2 **CLINICAL SERVICES.** If included in the quotation, Philips will provide implementation services for new versions or updates that Customer is entitled to receive under this Agreement, at a time mutually agreed upon by Philips and Customer. Scope, duration and delivery methodology of the clinical support of installation and clinical education will vary by new version, update or fix, and will be defined by Philips at Philips' sole discretion.

8.2.1 **After Hours Support.** If included in the quote, Clinical Implementation after hours support will be provided between the hours of 7:00 PM – 7:00 AM, including weekends and holidays if needed.
8.2.2 **Go-Live Support.** Philips will provide clinical go-live support (on-site, remote, or a combination thereof) during the implementation for new version upgrades and updates. Go-live support will be scheduled between 7:00 AM - 7:00 PM, Monday through Friday, relative to the new software version. Customer may request additional go-live support, or go-live support outside of standard hours, at an additional cost.
8.2.3 **Clinical Education.** Clinical services will be scheduled (on-site, remote, or a combination thereof) between 7:00 AM – 7:00 PM, Monday through Friday, relative to the new software version. Customer may request additional clinical education or clinical education outside of standard hours, at an additional cost.
8.2.3.1 Clinical Education class size is limited to ten (10) participants.
8.2.3.2 Customer will provide a suitable location for on-site classroom education.
8.2.3.3 Customer will provide full and free access and use of the Covered System for Education.
8.2.4 **Equipment Configuration.** Configuration services will be scheduled between 7:00 AM – 7:00 PM, Monday through Friday, and are limited to the new software version implementation. Customer will provide access and use of their equipment. Configurations are based on current monitoring solution. If expert screen services are required, as determined solely by Philips, they are available at an additional cost.
8.2.5 **User Acceptance Testing.** Following implementation of a new software version or Equipment Configuration services, Philips and Customer will perform user acceptance testing. Philips will provide Customer with an electronic copy of the resultant configuration files and reports.
8.2.6 **Scheduling.** Customer must schedule all Clinical Implementation Services, except Online Education, at least ten (10) weeks prior to the desired date for Philips to deliver the applicable service. If Customer representative does not schedule the Clinical Implementation Services with Philips in accordance with this Exhibit, then Philips shall not be obligated to perform such Clinical Services.
8.2.7 **Travel Expenses.** Unless otherwise stated in the quotation, Philips' travel expenses for all Clinical Implementation Services delivered at Customer site are included in the price described in the Agreement.

8.3 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 underthis 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 descriptionof 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.

8.4 Warranty exclusions set forth in Section 9.6 General Terms and Conditions of Sale and Software License also apply to Support Services. The conditions that resulted in the exclusion of product warranty coverage, set forth in above-mentioned 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 at its own expense and risk.

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 and is reminded 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 IntelliSpace Perinatal 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 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.

11.2 Additional BiPAP Conditions: Respironics requires the dealer 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.