

<b>Philips Healthcare</b> <small>a division of Philips North America LLC</small> <b>Customer Care Solution Center</b> <b>(800)722-9377</b>					<h1 style="margin: 0;">PHILIPS</h1>				
<b>MATC Software Evolution Services Agreement Quotation</b>									
Customer: <b>Natividad Medical Center</b>  Address: 1441 Constitution Blvd City, State/Zip: Salinas, CA 93906					Payment Terms: <b>Net 30</b> Agreement Quote Date: <b>9/3/2025</b> Prior Agreement #: <b>Renewal 42778174</b> Agreement Start Date: <b>9/1/2025</b> Agreement End Date: <b>8/31/2030</b> Billing Schedule: <b>Yearly</b> Multi-yr Discount: <b>17%</b> Additional Discount: <b>8%</b> Service Sales VP, or Service Zone VP Approval <span style="float: right;">Valid for 90 days</span>				
Philips Representative:		Email:		Date:		Quote #:			
Aaron Stewart		aaron.stewart@philips.com		9/3/2025		0108611-6			
Model	Description	Qty	Sq Ft	Site Name	Start Date	End Date	Subtotal Net \$		
<b>Event Notification option for Software Evolution Services</b> Software Evolution Services provides access to software and services for Event Notification Event Management System as defined in the exhibit 12. Services are defined by the Clinical Implementation and Advanced Technology Services terms in the exhibit. New software will only be installed by Philips during an ongoing upgrade project for PIC IX. Customer must meet minimum requirements for PIC IX Revision 4.x or higher. Requests by Customer outside an ongoing upgrade project for PIC IX shall be at an additional cost, subject to resource availability.									
855602	Software Evolution Services - Event Notification Option	46		Existing Sectors	9/1/2025	8/31/2030	\$18,294.20		
<b>Software Evolution Services, Advanced Technology Services and Clinical Implementation Services (PIC IX, IBE, and Bedsides)</b> Software Evolution Services provides access to software and services as defined in the exhibit 12 for PIC IX, Bedside Monitors and IBE. This package includes Advanced Technology Services and Clinical Implementation Services for software upgrade Implementation as described in Exhibit 12.									
	Software Evolution Services, Advanced Technology Services and Clinical Implementation Services	103		Existing Sectors	9/1/2025	8/31/2030	\$469,891.15		
Net Charge Year 1							\$97,637.07		
Net Charge Year 2							\$97,637.07		
Net Charge Year 3							\$97,637.07		
Net Charge Year 4							\$97,637.07		
Net Charge Year 5							\$97,637.07		
<b>Quotation Total</b>							<b>\$488,185.35</b>		
Prices exclude taxes. Applicable taxes will be added to the invoice. Subject to credit approval.									
<b>IMPORTANT NOTICE:</b> A signed copy of this agreement, for the services and prices quoted herein, is Customers acceptance that the Service Agreement Terms and Conditions and applicable Exhibit are the sole terms applicable to the services quoted. The acceptance of this quotation is not binding upon Philips until further review by Philips contract administration. The information contained in this document is confidential and is provided to the entity listed as the customer solely in connection with the evaluation of the purchase and sale. This information shall not be disclosed to any other party. Health Care providers are reminded that if the transactions herein include or involve a loan or discount (including a rebate or other price reduction), they must fully and accurately report such loan or discount on cost reports or other applicable reports or claims for payment submitted health care program, including but not limited to Medicare and Medicaid, such as may be required by state or federal law, including under any federal or state but not limited to 42 CFR 1001.952(h). Philips reserves all rights with regard to this information. Reserved.									
Customer Agreement as Quoted Upon customer signing and an authorized Philips representative accepting, this quotation constitutes a contract and Customer is bound by all terms and conditions hereof					Philips by its acceptance hereof, agrees to provide maintenance services for the equipment listed above in accordance with the following terms set forth herein Electronically signed by: Lychelle Roberts-Kirby Reason: "I Approve" Date: Sep 9, 2025 14:17:33 PDT				
Authorized Signature _____  Printed Name _____ Title _____ Date _____					Authorized Signature _____ <b>Lychelle Roberts-Kirby</b> <b>Contracts Manager</b> Date <b>09-Sep-2025</b>				
Our facility does not issue formal purchase orders. We authorize payments "In lieu of a Purchase Order" for services as described in Philips Healthcare Service Agreement authorized herein. Initialed _____					Customer PO # _____ (Please attach copy of original PO)				
Billing Address Customer Name _____  Address _____  City, State, Zip _____  Contact _____					For service entitlement, please reference the following contract number when calling into our Customer Care Service Center at the number listed above  Philips Entitlement Contract Number _____				
prepared by: Candace Perkins Mail Purchase Order & Quote to: Philips Global Business Services, North America, Contract Operations, Customer Order Fulfillment Center, 414 Union Street, Philips Plaza 6th Floor, Nashville, TN 37219									

Chief Deputy Signed by: Stacy Sarita 9/18/2025 | 7:44 AM PDT  
 696D21D44C4341D

The Auditor-Controller has review and does not approve the non-standard payment provisions



## ATTACHMENT E

### GENERAL CUSTOMER SERVICE TERMS AND CONDITIONS (Rev 25.1)

\*\*\* Denotes modified sections

#### 1. Services.

**1.1** The services ("**Service(s)**") included in the quotation and/or Attachment A, as applicable (the "Quotation") will be provided by the Philips Entity ("Philips") entering into this Customer Service Agreement with Customer as identified in the Quotation. Philips will provide the Services to Customer for the equipment and software listed in the Quotation (the "Equipment") that is at the location in the Quotation (the "Site"), and certain Service deliverables will be provided for the exclusive benefit of the Site, under the terms and conditions described herein, including the Quotation, any exhibits and attachments, each of which are hereby incorporated (collectively, the "Agreement").

**1.2** There shall be no travel reimbursement allowed under this Agreement.

#### 2. Access to Equipment.

**2.1** Customer shall make the Equipment available to Philips at a mutually agreed date and time. If the Equipment is not available at the agreed upon time, Philips or Customer may attempt to reschedule the Service or cancel the Service. Philips may charge Customer at the then-current demand service rates for all time spent by Philips service personnel waiting for access to the Equipment.

#### 3. Price.

**3.1** In consideration for the Services to be performed by Philips, Customer shall pay the prices defined in the Quotation (the "Contract Price").

**3.2** The Contract Price is a gross amount but exclusive of any value added tax (VAT), sales tax, GST, consumption tax or any other similar tax. If the transactions as described in the Agreement are subject to any applicable VAT, sales tax, consumption tax or any other similar tax, Philips will charge VAT, sales tax, consumption tax or any other similar tax to Customer, which will be paid by Customer in addition to the Contract Price. Customer shall provide Philips with an appropriate exemption certificate in advance of the date the Service is invoiced, or Customer shall pay all taxes per Philips' invoice.

**3.3** Contract Prices are based on the price levels at the effective date of the Agreement. Except as otherwise provided on the Quotation, Philips reserves the right to adjust customer list pricing and (or) net pricing, during the term of the Agreement set forth in the Quotation and incorporated herein ("Term"). Such adjustment in pricing requires thirty (30) day written notice, will not be retroactive, cannot start before first year of contract, and will not exceed more than five percent (5%) change annually. Price adjustments shall be in accordance with:

**3.3.1** For customers in the United States, the Consumer Price Index published by the United States Bureau of Labor Statistics on its website at <http://www.bls.gov/cpi>.

**3.3.2** For customers in Canada, the Consumer Price Index published by Statistics Canada on its website at [https://www.statcan.gc.ca/en/subjects-start/prices\\_and\\_price\\_indexes/consumer\\_price\\_indexes](https://www.statcan.gc.ca/en/subjects-start/prices_and_price_indexes/consumer_price_indexes).

**3.4** Customer shall notify Philips and Philips shall be entitled to change the Contract Price in the event that:

**3.4.1** the location of the Equipment changes;

**3.4.2** any ambient conditions of operation (e.g., installation or de-installation of air-conditioning system) of the Equipment at the location change;

**3.4.3** any additional equipment is acquired by the end-user which should be added to the inventory list of Equipment;

**3.4.4** the Equipment is (partly) removed or taken out of service by Customer; and/or

**3.4.5** the incoming main power supply and protective earth configuration changes, becomes unreliable, or is no longer in accordance with the Equipment specifications.

**3.5** List Price Harmonization. In an effort to simplify and harmonize Philips services and/or products portfolio pricing structure Philips may, no more than once during the term of the Agreement, unilaterally adjust the price list and discount schedule for services and/or products under this Agreement, with no impact to the current net price. Philips will:

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- 3.5.1** Provide thirty (30) days' written notice prior to fixing the net price of the service(s) and/or product(s) sold under this Agreement for twelve (12) months (the "Lock Period") at the net price (the "Lock Price") of the service(s) and/or product(s) in effect at the time of Customer's receipt of the written notice.
- 3.5.2** Provide an updated Agreement price file showing the new list price and new discount, which together will not change the Lock Price set at the beginning of the Lock Period.
- 3.5.3** Upon termination of the Lock Period, the net price of the service(s) and/or product(s) will be maintained in the manner defined in the Agreement.

## **4. Payment. \*\*\***

- 4.1** Customer shall pay all undisputed amounts of the Contract Price to Philips within thirty (30) days from the date of invoice in accordance with the instructions on the invoice.
- 4.2** Customer shall make any undisputed payments under this Agreement without any set-off, withholdings, or any other deductions.
- 4.3** Payments must be made by check, ACH, or wire. Philips does not accept transaction fees for wire transfers or any other payment method.
- 4.4** Intentionally Omitted
- 4.5** If the Term of the Agreement is greater than one (1) year in duration, Customer will provide a purchase order (PO) every fiscal year.
- 4.6** If Customer fails to pay any amount when due, Philips may, in addition to other rights it may have under this Agreement or by law, at its option:
  - 4.6.1** withhold or suspend performance under the Agreement until all payments from Customer have been received by Philips;
  - 4.6.2** deduct the unpaid amount from any amounts otherwise owed to Customer under any agreement by Philips or any of Philips' Affiliates (meaning any entity that directly or indirectly controls, is controlled by, or is under common control with Philips ("control" means direct or indirect ownership or control of more than fifty percent (50%) of the voting interests of the subject entity));
  - 4.6.3** declare all sums outstanding to become immediately due and payable under the Agreement;
  - 4.6.4** commence collection activities for all sums due or to become due hereunder, including, but not limited to costs and expenses of collection, and reasonable attorneys' fees; and/or
  - 4.6.5** if Customer does not cure its payment failure in accordance with Section 18.5.1, terminate this Agreement with ten (10) days' notice to Customer.
- 4.7** If Customer has contracted with a third-party service management organization, asset management company, maintenance management company, technology management company, maintenance insurance organization, or the like ("Third-Party Organization") for purposes of centralized billing and management of Services provided to Customer, at Customer's written request, Philips will route invoices for payment of Services rendered by Philips to such Third-Party Organization and accept payment from them on Customer's behalf. Notwithstanding the above, the Services provided by Philips are subject solely to the terms and conditions set forth in this Agreement. Customer guarantees the payment of all monies due or that may become due under this Agreement in spite of any collateral arrangements Customer may have with such Third-Party Organization or any payments Customer has made to the Third-Party Organization. Philips has no contractual relationship for the Services rendered to Customer except as set forth herein. To the extent that the parts and Services Philips provides are not covered by Customer's arrangement with such Third-Party Organization, Customer shall promptly pay for such parts and Services on demand.

## **5. Exclusions.**

The Services do not include, unless specifically agreed otherwise in the Quotation:

- 5.1** servicing or replacing components of equipment other than those Equipment or components listed in the Quotation that is at the Site;
- 5.2** servicing Equipment if contaminated with blood or other potentially infectious substances, disposing hazardous, infectious, or biomedical waste or material;
- 5.3** service specifically excluded in the Quotation;
- 5.4** any service necessary due to:

# PHILIPS

- 5.4.1 a design, specification or instruction provided by Customer or Customer representative;
  - 5.4.2 the failure of anyone to comply with Philips' written instructions or recommendations;
  - 5.4.3 any combining of the Equipment with other manufacturers' product or software other than those recommended by Philips;
  - 5.4.4 any alteration or improper storage, handling, use, or maintenance of the Equipment, including any components, e.g., detectors, transducer, or coils, by anyone other than Philips' subcontractor or Philips;
  - 5.4.5 damage caused by an external source, regardless of nature;
  - 5.4.6 any removal or relocation of the Equipment; or (vii) neglect or misuse of, or accident with, the Equipment, including any components, e.g., detectors, transducer, or coils;
  - 5.5 any cost of materials, supplies, parts, or labor supplied by any party other than Philips or Philips' subcontractors, or explicitly excluded in the Quotation;
  - 5.6 providing or paying the cost of any rigging, facility, structural alteration, or accessory incident;
  - 5.7 the cost of consumables, accessories, and auxiliaries, including but not limited to: batteries of any type, light bulbs, power cords/AC adapters, headlight cables, EKG cables, SPO2 sensors, BP hose/cuff, temperature probes, extension/trunk/adaptor cables, foot pedals, hand pieces, probes, nerve stimulator cables, defibrillator cables/paddles/test plugs, laser tubes, patient pads, PET calibration sources, film, cassettes, filters, catheters and/or wires, etc., as well as any item that hangs off of, or plugs into, a device, unless specifically included in the Agreement;
  - 5.8 cosmetic repairs;
  - 5.9 the cost of factory reconditioning or rebuilds;
  - 5.10 providing any updates or upgrades other than field safety corrective actions (i.e., safety related updates); and
  - 5.11 maintenance or repair, including the cost thereof, of non-Philips manufactured products, unless specified otherwise in this Agreement.
- 6. Customer Responsibilities.**
- During the Term of this Agreement, Customer shall:
- 6.1 Comply with all applicable laws, rules, and regulations; Customer's obligations do not depend on any other obligations it may have under any other agreement or arrangement with Philips. Customer shall not exercise any offset right in the Quotation or sale in relation to any other agreement or arrangement with Philips;
  - 6.2 Report immediately to Philips, and reasonably cooperate with Philips in investigating, any event of which Customer becomes aware that suggests that any Services or products provided by Philips, for any reason:
    - 6.2.1 may have caused or contributed to a death or serious injury, or
    - 6.2.2 have malfunctioned where and such malfunctions would be likely to cause or contribute to a death or serious injury if the malfunction were to occur again. Additionally, Customer will also report to Philips complaints it receives from its personnel and patients or any other person regarding the identity, quality, performance, reliability, safety, effectiveness, labels, or instructions for use of the Services or products provided by Philips. Philips shall be solely responsible for submitting any filings or reports to any governmental authorities with respect to the Services or products provided by Philips hereunder, unless otherwise required by law.
  - 6.3 ensure that the Site is maintained in a clean and sanitary condition, and that the Equipment, product, and/or part is decontaminated prior to service, shipping, or trade-in as per the instructions in the user manual;
  - 6.4 ensure the proper removal and disposal of any hazardous material;
  - 6.5 maintain operating environment within Philips specifications for the Site (including temperature and humidity control, incoming power quality, incoming water quality, and fire protection system);
  - 6.6 use the Equipment in accordance with the published manufacturer's operating instructions;
  - 6.7 make normal operator adjustments to the Equipment as specified in the published manufacturer's operating instructions;
  - 6.8 provide Philips with broadband internet Wi-Fi access for business purposes;

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- 6.9** in order for Philips to provide remote servicing of the Equipment, provide Philips, at each Site, with a dedicated high speed broadband internet connection suitable to establish a remote connection to the Equipment and facilitate the realization of the required remote infrastructure, by:
    - 6.9.1** supporting the remote connectivity with of a router or firewall or equivalent compatible service that complies with IPSec standards (router can be Customer owned or provided by Philips) for connection to the Equipment and Customer network; if the service device is provided by Philips, it remains Philips property and is only provided during the term of this Agreement;
    - 6.9.2** maintaining a secure location for hardware to connect Equipment to the Philips Remote Service Data Center (PRSDC);
    - 6.9.3** allowing Philips to connect to Customer's connected Equipment for the purpose of servicing the Equipment;
    - 6.9.4** providing and maintaining a free IP address within the Site network to be used to connect the Equipment to Customer's network;
    - 6.9.5** supporting the installation of service tools (as stipulated in Section 11) for connection to the Equipment and Customer network and by maintaining such connectivity to enable remote servicing as well as (automatic) downloads and installs of (security) updates of the service tools;
    - 6.9.6** maintaining the established connection throughout the Term (including restraining from any temporary disconnection or disabling of such connection (e.g., by switching of the host computer of the MRI Equipment)); and
    - 6.9.7** facilitating the reconnection by Philips in case of any temporary disconnection occurs;
  - 6.10** If Customer fails to provide the access described in Section 6.9 and so the Equipment and/or the service tools are not connected to the PRSDC (including any temporary disconnection) and/or (security) updates are not downloaded and installed on the service tools, Customer waives its rights to Services under this Agreement and any uptime guarantee and shall be responsible for any damage due to such failure;
  - 6.11** provide Philips and its subcontractor's service personnel with full and free access to the Equipment at the scheduled service time;
  - 6.12** if applicable, provide invitation letters and support visa application and travel requirements in case necessary; and
  - 6.13** timely return defective spare parts to Philips in accordance with the terms of this Agreement; and ensure that all staff working on the Equipment covered under this Agreement are trained and qualified in accordance with all applicable laws and good industry practice.
- 7. Warranty Disclaimer.**
- 7.1** Philips' sole service obligations to Customer are described in this Agreement. All labor, including technical support, shall be performed in a good and workmanlike manner, subject to applicable Terms of Service, including any exclusions. Philips provides no additional warranties under this Agreement. All Services and parts provided under this Agreement are provided "as is". PHILIPS SPECIFICALLY DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.
- 8. Limitations of Liability. \*\*\***
- 8.1** THE TOTAL LIABILITY OF PHILIPS ARISING UNDER OR IN CONNECTION WITH THE PARTS AND SERVICES FOR ANY BREACH OF CONTRACTUAL OBLIGATIONS, WARRANTY, TORT (INCLUDING NEGLIGENCE), UNLAWFUL ACT, OR OTHERWISE IN CONNECTION WITH THE SERVICE SHALL NOT EXCEED THE TOTAL AMOUNT PAID OR PAYABLE BY CUSTOMER TO PHILIPS DURING THE PRIOR 24 MONTHS UNDER THIS AGREEMENT.
  - 8.2** PHILIPS SHALL NOT BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, AND/OR FOR ANY DAMAGES INCLUDING LOSS OF DATA, PROFITS, REVENUE, BUSINESS INTERRUPTION OR USE IN CONNECTION WITH OR ARISING OUT OF THESE CONDITIONS OF SERVICE, REGARDLESS OF WHETHER THEY ARE FORESEEABLE OR NOT AND WHETHER THE CLAIM IS MADE IN TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, INDEMNITY, AT LAW OR IN EQUITY, EXCEPT TO THE EXTENT SUCH DAMAGES ARISE DIRECTLY FROM PHILIPS' GROSS NEGLIGENCE, WILLFUL, MISCONDUCT, OR MATERIAL BREACH OF THIS AGREEMENT.

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- 8.3** THE EXCLUSION OF LIABILITY IN THESE CONDITIONS OF SERVICE SHALL ONLY APPLY TO THE EXTENT ALLOWED UNDER THE APPLICABLE LAW.
- 8.4** THE FOLLOWING ARE NOT SUBJECT TO THE LIMITATIONS OF LIABILITY UNDER SECTION 8.1
- 8.4.1** THIRD-PARTY CLAIMS FOR DIRECT DAMAGES FOR BODILY INJURY OR DEATH TO THE EXTENT CAUSED BY PHILIPS' NEGLIGENCE OR PROVEN PRODUCT DEFECT.
- 8.4.2** CLAIMS OF TANGIBLE PROPERTY DAMAGE REPRESENTING THE ACTUAL COST TO REPAIR PHYSICAL PROPERTY TO THE EXTENT CAUSED BY PHILIPS NEGLIGENCE OR PROVEN PRODUCT DEFECT.
- 8.4.3** OUT-OF-POCKET COSTS INCURRED BY CUSTOMER TO PROVIDE PATIENT NOTIFICATIONS, REQUIRED BY LAW, TO THE EXTENT SUCH NOTICES ARE CAUSED BY PHILIPS UNAUTHORIZED DISCLOSURE OF PROTECTED HEALTH INFORMATION OR PERSONAL HEALTH INFORMATION.
- 8.4.4** FINES/PENALTIES LEVIED AGAINST CUSTOMER BY GOVERNMENT AGENCIES CITING PHILIPS' UNAUTHORIZED DISCLOSURE OF PROTECTED HEALTH INFORMATION OR PERSONAL HEALTH INFORMATION AS THE BASIS OF THE FINE/PENALTY; ANY SUCH FINES OR PENALTIES SHALL CONSTITUTE DIRECT DAMAGES.
- 8.4.5** DIRECT DAMAGES RESULTING FROM EQUIPMENT DOWNTOWN OR LOSS OF PATIENT DATA CAUSE BY PHILIPS' FAILURE TO PERFORM SERVICES AS REQUIRED UNDER THIS AGREEMENT, UP TO THE TOTAL CONTRACT VALUE.
- 8.4.6** FOR PURPOSE OF THIS SECTION 8, A "PROVEN PRODUCT DEFECT" MEANS A DEFECT SUBSTANTIATED BY EITHER: (I) A MUTALLY AGREED INDEPENDENT THIRD-PARTY EXPERT; OR (II) OBJECTIVE DOCUMENTATION DEMONSTRATING THAT THE PRODUCT DID NOT CONFORM TO PHILIPS' PUBLISHED SPECIFICATIONS. THE BURDEN OF PROOF RESTS WITH THE PARTY ASSERTING THE DEFECT.

**9. Intellectual Property Indemnification.**

- 9.1** Philips shall indemnify, defend, and hold harmless Customer against any claim that Services, including any software, part, or service materials provided under this Agreement (collectively "Service Item(s)"), infringes, misappropriates, or violates any third party intellectual property right, whether patent, copyright, trademark, or trade secret, provided that Customer: (a) provides Philips prompt written notice of the claim and (b) grants Philips full and complete information and assistance necessary for Philips to defend, settle, or avoid the claim.
- 9.2** If a Service Item is found or believed by Philips to infringe a valid patent or copyright; Customer has been enjoined from using a repaired product or Service Item pursuant to an injunction issued by a court of competent jurisdiction, Philips may, at its option:
- 9.2.1** procure the right for Customer to use the Service Item(s);
- 9.2.2** replace or modify the Service Item(s) to avoid infringement; or
- 9.2.3** refund to Customer a portion of the service fees upon the return of the Service Item(s) that are subject of such claims of infringement. Philips shall have no obligation for any claim of infringement arising from: Philips' compliance with Customer's designs, specifications, or instructions; Philips' use of technical information or technology supplied by Customer; modifications to the Service Item(s), which are not permissible hereunder; use of the covered Philips product (based on Service Item(s) delivered under this Agreement) other than in accordance with the product specifications or applicable written instructions; use of the covered Philips product, including with Service Item(s), with any other product not sold by Philips to Customer and the Philips product (including Service Items) in and of itself is not infringing; if claims of infringement would have been avoided by the use of a current unaltered release of covered Philips products, provided that, Philips makes such unaltered release available to Customer at no additional charge for use of the Philips Product (including with Service Items) after Philips has advised Customer, in writing, to stop use of the Philips Product in view of the claimed infringement (provided that this shall not be a replacement for the remedies set forth in 9.2 (1)-(3) above). The terms in this section 9.2 state Philips' entire obligation and liability for claims of infringement and Customer's sole remedy in the event of a claim of infringement.

**10. End of Life.**

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- 10.1** AFTER THE END OF LIFE DATE, PHILIPS WILL CONTINUE TO USE COMMERCIALY REASONABLE EFFORTS TO REPAIR EQUIPMENT, BASED ON PARTS AND TRAINED ENGINEER AVAILABILITY, BUT WITH NO UPTIME GUARANTEE. AFTER THE END OF LIFE DATE, PHILIPS WILL NOT CREATE OR TEST BUG FIXES, PATCHES, OR ENHANCEMENTS TO THE EQUIPMENT HARDWARE OR SOFTWARE.
- 10.2** If Philips determines that its ability to provide the Services is hindered due to the unavailability of parts or trained personnel, or that the Equipment can no longer be maintained in a safe or effective manner, as determined by Philips, then Philips may terminate this Agreement with respect to such Equipment upon notice to Customer and provide Customer with a refund of any Customer pre-payments for periods of Service coverage not already completed.
- 11. Proprietary Service Materials.**
- 11.1** In connection with the Services, Philips may deliver or transmit to the Site certain proprietary service materials (including software, tools, and written documentation) that have not been purchased by or licensed to Customer. The presence of this property within the Site will not give Customer any right or title to this property or any license or other right to access, use, or decompile this property. Customer hereby consents to this delivery, storage, attachment, installation, and use of such proprietary service materials, and Customer consents to the presence of a Philips' locked cabinet or box at the Site for storage of this property and to Philips' removal of all or any part of this property at any time, all without charge to Philips. Customer agrees to return any service tools that are no longer required on-site to Philips and to take responsibility for exportation, duties, fees, and transport cost, all in accordance with Philips' instructions; failure to do so entitles Philips to invoice Customer for the value of the respective tool. Customer will protect this property against damage or loss and to prevent any access to or use of this property by any unauthorized party and Customer will be liable for any violation thereof. Customer shall immediately report to Philips any violation of this provision.
- 12. Confidentiality. \*\*\***
- 12.1** Each party will maintain as confidential any information furnished or disclosed to one party by the other party, whether disclosed in writing, visually, or orally, relating to the business of the disclosing party, its customers, or its patients. Each party will use the same degree of care to protect the confidentiality of the disclosed information as that party uses to protect the confidentiality of its own information, but not less than reasonable care. Each party will disclose such information only to its employees, and in the case of Philips, its Affiliates and subcontractors having a need to know such information to perform the transactions contemplated by this Agreement. The obligation to maintain the confidentiality of such information will not extend to
- 12.1.1** information in the public domain at the time of disclosure,
- 12.1.2** information that is lawfully obtained by the receiving party from a third party without any breach of confidentiality or violation of law, or
- 12.1.3** information that is required to be disclosed by law or by court order. The confidentiality obligations herein will expire five (5) years after the Agreement terminates or expires. The disclosing party maintains exclusive ownership of the confidential information that it discloses to the receiving party, and the receiving party shall be responsible for the breach of these confidentiality terms by any of its representatives or other person to whom it may disclose the confidential information. Notwithstanding the foregoing, in the event a party is required by law or court order to disclose the other party's confidential information to a court, government department/agency, or regulatory body, to the extent permitted by applicable law, it shall first inform the other party of the request or requirement for disclosure to allow an opportunity for the other party to apply for an order to prohibit or restrict such disclosure. Moreover, nothing set forth herein shall prohibit Customer from disclosing confidential information required by state or federal open records laws, to the extent disclosed in compliance with the rules and procedures applicable thereto, including notifying Philips and providing Philips an opportunity to argue certain information may be exempt as a trade secret, if applicable thereunder. The party receiving the other party's confidential information agrees and acknowledges that any breach or threatened breach of these obligations of confidentiality may result in irreparable harm to the disclosing party for which there may be no adequate remedy at law. In addition to any other remedies, in such event the disclosing party may



be entitled to seek an injunction, without the necessity of posting a bond, to prevent any further breach of this Agreement by the receiving party.

**13. Compliance with Laws & Privacy. \*\*\***

- 13.1** If any provision of these Conditions of Service is found to be unlawful, unenforceable, or invalid, in whole or in part, the validity and enforceability of the remaining provisions shall remain in full force and effect. In lieu of any provision deemed to be unlawful, unenforceable, or invalid, in whole or in part, a provision reflecting the original intent of these Conditions of Service, to the extent permitted by the applicable law, shall be deemed to be a substitute for that provision. The failure by Customer or Philips at any time to require compliance with any obligation shall not affect the right to require its enforcement at any time thereafter.
- 13.2** For customers in the United States, each party shall comply with all laws, rules, and regulations applicable to the party in connection with the performance of its obligations in connection with the transactions contemplated by the Quotation, including, but not limited to, those relating to employment practices, federal and state anti-discrimination laws (including Title VII of the Civil Rights Act of 1964 as amended, the Rehabilitation Act of 1973 as amended and the Veterans Readjustment ACT of 1972 as amended), E-Verify, FDA, Medicare fraud and abuse, and the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Health care providers are reminded that if the purchase includes a discount or loan, they must fully and accurately report such discount or loan on cost reports or other applicable claims for payment submitted under any federal or state health care program, including but not limited to Medicare and Medicaid, as required by federal law (see 42 CFR 1001.952[h]).
- 13.3** Customer shall provide a mutually agreeable Business Associate Agreement.
- 13.4** To the extent applicable, Customer acknowledges it shall comply with all Medicare, Medicaid, or state cost reporting requirements, including discounts afforded to Customer under this Agreement, for any and Services or parts purchased hereunder. Omnibus Reconciliation Act (OMNI) Social Security (PL96-499, Public Law).
- 13.5** To the extent applicable to your country or state, Philips and Customer shall comply with the Omnibus Reconciliation Act of 1980 (P.L. 96-499) and its implementing regulations (42 CFR, Part 420). Philips agrees that until the expiration of four (4) years after furnishing Services or parts pursuant to these Terms and Conditions, Philips shall make available, upon written request of the Secretary of the Department of Health and Human Services, or upon request of the Comptroller General, or any of their duly authorized representatives, these General Customer Service Terms and Conditions and the books, documents, and records of Philips that are necessary to verify the nature and extent of the costs charged to Customer hereunder. Philips further agrees that if Philips carries out any of the duties of these Terms and Conditions through a subcontract with a value or cost of ten-thousand U.S. dollars (\$10,000.00) or more over a twelve (12) month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such Services pursuant to such subcontract, the related organization shall make available, upon written request of the Secretary, or upon request of the Comptroller General, or any of their duly authorized representatives the subcontract, and books, documents, and records of such organization that are necessary to verify the nature and extent of such costs. This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v) (1) (1) of the Social Security Act (42 U.S.C. 1395x (v) (1) (I) (1989)), as amended from time to time, to these Terms and Conditions. If Section 1861(v) (1) (1) should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.
- 13.6** Excluded Provider. As of the date of the sale of the Services, Philips represents and warrants that Philips, and its employees and subcontractors, are not debarred, excluded, suspended, or otherwise ineligible to participate in a federal or state health care program, nor have they been convicted of any health care related crime for the Services and parts provided under these General Customer Service Terms and Conditions (an "Excluded Provider"). Philips shall promptly notify Customer if it becomes aware that Philips or any of its employees or subcontractors providing Services hereunder have become an Excluded Provider under a federal or state healthcare program, whereupon Customer shall provide Philips with a reasonable opportunity to discuss and attempt to resolve in good faith with Customer any Customer-related concerns in relation thereto, and/or will give Philips a reasonable opportunity to dispute its, or its



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employee's or subcontractor's, designation as an Excluded Provider. In the event that the Parties are unable to resolve any such Customer concerns of the applicable party's designation as an Excluded Provider, then Customer may terminate this order by express written notice for Services not yet rendered and parts not yet shipped prior to a date of exclusion.

**13.7** To the extent applicable to your state, it is Customer's responsibility to notify Philips if any portion of the Quotation is funded under the American Reinvestment and Recovery Act (ARRA). To ensure compliance with the ARRA regulation, Customer shall include a clause stating that the Quotation is funded under ARRA on its purchase order or other document issued by Customer.

**13.8** For those customers where Canadian Federal and/or Provincial privacy laws ("Canadian Privacy Laws") apply, Philips and Customer will comply with Canadian Privacy Laws in fulfilling their respective obligations hereunder. Customer acknowledges that Philips may be required, in limited circumstances, to store or grant access to Personal Data to the original equipment manufacturer (OEM) or its Affiliates located outside of Canada. Unless otherwise permitted by law, such disclosure will be limited to exceptional circumstances where it is necessary for the purposes of installing, implementing, maintaining, repairing, trouble shooting, or upgrading the Equipment, or where data recovery assistance from the OEM is necessary. Where required by law, any such disclosure will be limited to temporary access and storage for the minimum time necessary for the purpose and only as required in order to meet the requirements of this Agreement. Customer acknowledges and agrees that Customer is responsible for obtaining all required consents and providing all required notices to individuals to allow Philips and its subcontractors to process Personal Data for the purposes set out herein.

## **14. Processing of Personal Data.**

**14.1** During provision of the Services, Philips and/or its Affiliates may process information, in any form, that may qualify as personal data, which is information relating to an individual from which that individual can be directly or indirectly identified. Philips and/or its Affiliates will:

**14.1.1** process any protected health information (PHI) as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) on behalf and by instruction of Customer (the terms and conditions governing Philips' handling, processing, storage, or use of PHI are set forth in the Business Associate Agreement or Addendum between the parties) and

**14.1.2** process information such as log files or device parameters (which may contain personal data) to provide the Services and to enable its compliance with and performance of its task as manufacturer of medical devices under the applicable regulations and standards, including but not limited to the performance of vigilance, post-market surveillance and clinical evaluation related activities.

## **15. Use of Non-Personal Data.**

**15.1** Customer agrees that Philips and/or its Affiliates may use any data other than personal data generated by the Equipment and/or otherwise provided by Customer to Philips for Philips' own legitimate business purposes including, but not limited to, for data analytics activities to determine trends of usage and advise on the use of Philips products and Services, for research, product and service development and improvement (including the development of new offerings), substantiation of marketing claims, and for benchmarking purposes.

## **16. Export Control.**

**16.1** The provision of Service may be subject to the granting of governmental export licenses. In the event that such licenses or an end-user statement are required, Philips will contact Customer immediately and Customer shall provide Philips with such documents on first request. In case the provision of the Services becomes restricted or forbidden due to changed export control laws, Philips may suspend or terminate, at its option, the execution of its obligations under this Agreement without incurring any liability toward Customer other than reimbursing any amounts received for Services not yet rendered.

## **17. Subcontracts and Assignments.**

**17.1** Philips may subcontract to service contractors of Philips' choice any of Philips' service obligations to Customer or other activities performed by Philips under this Agreement. No such subcontract will release Philips from those obligations to Customer. Philips may, without prior notice or consent, assign this Agreement to its parent corporation, any of its Affiliates, or to a successor entity in the event of a merger, consolidation, transfer, sale, stock purchase or public offering, as long as the party who receives the



assignment assumes all of Philips' obligations hereunder. Customer may not assign this Agreement or the responsibility for payments due under it without Philips' prior express written consent, which will not be unreasonably withheld.

**18. Term and Termination. \*\*\***

**18.1** The term of this Agreement shall be from August 1, 2025 through July 31, 2030. This Agreement is non-cancelable by Customer unless as expressly set forth in this Agreement and will remain in effect for the Term.

**18.2** Either party may terminate this Agreement upon written notice in the event that the other party becomes or is deemed to be insolvent, discontinues business, is unable to pay its debts, is the subject of bankruptcy proceedings, enters into liquidation whether compulsory or voluntarily or has a receiver or administrator appointed over all or any part of its assets, enters into any arrangement or agreement, or assignment with, or for the benefit of its creditors or any of them, or if the other party takes or suffers any similar action in consequence of debt or insolvency in any jurisdiction. If Customer becomes insolvent, unable to pay its debts as they fall due, files for bankruptcy or is subject to it, has appointed a recipient, is subject to a late fee on payments (temporary or permanent), or has its assets assigned or frozen, Philips may cancel any unfulfilled obligations or suspend its performance; provided that, however, Customer's financial obligations to Philips shall remain in full force and effect.

**18.3** If Customer sells or otherwise transfers any of the Equipment to a third party and the Equipment remains installed and in use at the same location, and such third party assumes the obligations of Customer under this Agreement or enters into a new service agreement with Philips, the price will be equal to the price in this Agreement and a term at least equal to the unexpired/unused term of this Agreement. If such third party does not assume the obligations of Customer under this Agreement, then Customer may terminate this Agreement with respect to such Equipment upon no less than thirty (30) days' prior written notice to Philips, in which case Customer shall pay to Philips (i) all amounts due under this Agreement through the effective date of termination (based on the notice requirement) and (ii) as liquidated damages, and not as a penalty, an amount equal to thirty percent (30%) of the remaining payments due under this Agreement for such Equipment from the date of termination through the scheduled expiration of the term of this Agreement.

**18.4** County's performance and obligation to fund this Agreement beyond the current fiscal year is contingent upon the availability of appropriated funds from the County Board of Supervisors. The County's payments to Philips under this Agreement are funded by local, state, and federal governments. If funds from local, state, and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County must give sixty (60) days written notice of this fact to Philips, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as County may specify in its notice, unless the meanwhile the parties enter into a written amendment modifying the Agreement.

**18.5** Customer may terminate, upon sixty (60) days' written notice to Philips:

**18.5.1** the Service coverage for an individual piece of Equipment under this Agreement, representing that such Equipment is being permanently removed from the Site and is not being used in any other Site, or

**18.5.2** the Agreement, specifically describing a material breach or default of this Agreement by Philips; provided, however, that Philips may avoid such termination by curing the condition of breach or default within such sixty (60)-day notice period.

**18.6** Philips may terminate this Agreement, wholly or partially:

**18.6.1** if Customer defaults in the performance of any of its obligations under this Agreement, and fails to remedy the same within sixty (60) days of a written notice, or

**18.6.2** as described in Section 4 (Payment) and Section 10 (End of Life).

**19. Independent Contractor.**

**19.1** Philips is Customer's independent contractor. Nothing in this Agreement shall be construed to designate Philips or Philips' employees or Philips' subcontractor or any of its employees as Customer employees, agents, or partners. Philips' employees and Philips subcontractors are under Philips' exclusive direction and control. Philips has no liability or responsibility for and does not warrant Customer's or Customer's

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employees' or other representatives' acts or omissions related to any services that are performed by Customer's employees or representatives under this Agreement.

## **20. Force Majeure.**

**20.1** Each party shall not be liable in respect of the non-performance of any of its obligations (except for payment obligations for Services rendered) to the extent such performance is prevented by any circumstances beyond its reasonable control, including, but not limited to, acts of God, war, civil war, insurrection, fire, flood, labor disputes, epidemics, pandemic, cyber-attack, act of terrorism, governmental regulations and/or similar acts, embargoes, export control sanctions or restrictions, Philips' unavailability regarding any required permits, licenses and/or authorizations, default or force majeure of suppliers or subcontractors. If force majeure prevents Philips from performing any obligation arising out of the sale, Philips shall not be liable to Customer for any compensation, reimbursement, or damages.

## **21. Third-Party Products Provided by Philips.**

**21.1** To the extent a third-party products service plan is explicitly identified in the Quotation, Philips shall be responsible for servicing third-party products provided by Philips. Otherwise, Philips is not responsible for servicing any third-party products provided by Philips to Customer.

## **22. Adulterated Systems.**

**22.1** If Philips determines that the Equipment has been modified or adulterated in a manner not explicitly specified in the documentation accompanying the Equipment, including without limitation by including a part, component, or device not specified as compatible (an "Adulterated System"), and such modification or adulteration hinders Philips' ability to provide the Service or maintain the Equipment in a safe or effective manner, then Philips will promptly notify Customer of such Adulterated System. Following receipt of such notice, if Customer does not permit Philips (at Customer's cost) to remediate the Adulterated System, then Philips may remove the Adulterated System from the Site list, adjust the Services under this Agreement, and provide Customer with a refund of any Customer pre-payments for periods of Service not yet rendered or parts not yet provided.

## **23. Insurance. \*\*\***

**23.1** Upon Customer request, Philips will provide a Certificate of Philips insurance coverage.

**23.2** Evidence of Coverage: Prior to commencement of this Agreement, Philips shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate.

**23.3** Qualifying Insurers: All cover except professional liability that is part of the master global insurance program placed in Amsterdam that provides world-wide coverage, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by Natividad's Contract/Purchasing Director.

**23.4** Insurance Coverage Requirements: Without limiting Philips duty to indemnify, Philips shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

**23.4.1** Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

**23.4.2** Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

**23.4.3** Workers' Compensation Insurance, If Philips employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

**23.4.4** Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California

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Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the Philips shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

- 23.5** Other Requirements: All insurance required by this Agreement shall be with a company acceptable to NMC and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.
- 23.6** Philips shall provide that NMC shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insured with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.
- 23.7** Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional insureds with respect to liability arising out of the Contractor's work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the Contractor's insurance. The required endorsement from for Commercial General Liability Additional Insured is ISO Form CG 20 10 12-19 or CG 20 10 12-19 in tandem with CG 20 37 12-19. The required endorsement from for Automobile Additional Insured Endorsement is ISO Form CA 20 48 10-13.
- 23.8** Prior to the execution of this Agreement by NMC, CONTRACTOR shall file certificates of insurance with NMC's Contracts/Purchasing Department, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five (5) calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.
- 23.9** CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by NMC, annual certificates to NMC's Contracts/Purchasing Department. If the certificate is not received by the expiration date, NMC shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles NMC, at its sole discretion, to terminate the Agreement immediately.
- 24. Rules and Regulations.**
  - 24.1** To the extent made known in writing to Philips, Philips and its subcontractors will comply with Customer's rules and regulations provided such rules and regulations do not conflict with established Philips policies.
- 25. Miscellaneous. \*\*\***
  - 25.1** Survival. Customer's obligation to pay any money due to Philips hereunder survives expiration or termination of this Agreement. All of Philips' rights, privileges, and remedies with respect to this Agreement will continue in full force and effect after the end of this Agreement.
  - 25.2** Performance. The failure of Customer or of Philips at any time to require the performance of any obligation will not affect the right to require such performance at any time thereafter. Course of dealing, course of performance, course of conduct, prior dealings, usage of trade, community standards, industry standards, and customary standards and customary practice or interpretation in matters involving the

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- Service and delivery of similar or dissimilar services shall not serve as references in interpreting the terms and conditions of this Agreement.
- 25.3** Counterparts. This Agreement may be executed in one or more counterpart copies, each of equal validity, that together constitute one and the same instrument. Any photocopy or facsimile of this Agreement or any such counterpart is deemed the equivalent of an original and any such facsimiles constitute evidence of the existence of this Agreement.
- 25.4** Governing Law. All transactions contemplated under this Agreement shall be governed by the laws of the State of California, without regard to that state's choice of law principles, and expressly excluding application of the Uniform Computer Information Transactions Act ("UCITA"), in any form. EACH PARTY, KNOWINGLY AND AFTER CONSULTATION WITH COUNSEL, FOR ITSELF, ITS SUCCESSORS' AND ASSIGNS, WAIVES ALL RIGHT TO TRIAL BY JURY OF ANY CLAIM ARISING WITH RESPECT TO THIS AGREEMENT OR ANY MATTER RELATED IN ANY WAY THERETO.
- 25.5** Amendment. Save and except for items where Philips has retained the right to unilaterally amend the terms of this Agreement, this Agreement may not be amended except by written instrument signed by both parties.
- 25.6** Communication. Notices or other communications shall be given in writing and shall be deemed effective if they are delivered in person or if they are sent by courier or mail to the relevant party.
- 25.7** Choice of Language. This Agreement is drawn up in English pursuant to the formal request of parties. Cette entente a été rédigée en anglais à la demande expresse des deux parties.
- 25.8** Entire Agreement. This Agreement, including all applicable Exhibits as attached hereto, constitutes the entire understanding of the parties and supersedes all other agreements, written or oral, regarding its subject matter. No additional terms, conditions, consent, waiver, alteration, or modification will be binding unless in writing and signed by Philips' authorized representative and Customer. Additional or different terms and conditions, whether stated in a purchase order or other document issued by Customer, are expressly rejected and will not apply to the transactions contemplated by this Agreement. No prior proposals, statements, course of dealing, course of performance, usage of trade or industry standard will be part of this Agreement. For avoidance of doubt, a reference to "Imaging" or "Imaging Services" equals a reference to Services to Philips' MRI, CT, AMI, DXR, Ultrasound, or IGT-Systems devices.
- 25.9** Additional Terms. Service-specific exhibits and any associated attachments are incorporated herein as they apply to the Services listed on the Quotation and their additional terms shall apply solely to Customer's purchase of the Services specified therein. If any terms expressly set forth in an exhibit conflict with terms set forth in these General Customer Service Terms and Conditions, the terms expressly set forth in the exhibit shall govern.
- 26. Authority to Execute.**
- 26.1** The parties acknowledge that they have read the terms and conditions of this Agreement, that they know and understand the same, and that they have the express authority to execute this Agreement.

**Exhibit 12**  
**Additional Terms and Conditions for Hospital Patient Monitoring Software Evolution Services**  
**(Rev 25.1)**

**1. Services Provided.**

- 1.1** Commencing on the Effective Date of the Agreement and subject to the limitations below, Philips will provide Software Evolution Services (SES) described herein or as otherwise specified on the Quotation(s) for the Sectors, as defined below and identified on the Quotation.

**2. Definitions.**

- 2.1** Software Version. Introduces major release of the software available to Customer under this Exhibit.  
**2.2** Software Update. Provides minor enhancements or improvements to performance, maintainability, and serviceability of the software available to Customer under this Exhibit.  
**2.3** Software Fix. Corrects an error or bug of the software available to Customer under this Exhibit.  
**2.4** Sector. A location on a central station where a patient and the related patient equipment is assigned. Often used interchangeably with beds or patients. A Sector is Equipment under this Agreement.  
**2.5** Node. A device or node refers to an IP addressable network node, which is a configured component of a Philips Hospital Patient Monitoring System/Solution.  
**2.6** Agreement/SES Agreement. All references to "Agreement" or "SES Agreement" refer collectively to the following (and in the event of any conflict between the terms therein, the priority for control, from first to last priority, shall be): the Quotation, this Exhibit, and the Philips Healthcare Service Terms and Conditions.

**3. Term.**

- 3.1** For new Hospital Patient Monitoring Analytics and Therapeutic Care products installed by Philips, the Agreement term will commence immediately following installation and availability for first patient use. The term of the Agreement is defined in the Quotation and the end date for all sectors will be co-terminus. For existing systems or renewals of existing service contracts, the start and end date of the Agreement shall be defined in the Quotation.

**4. Telephone and Remote Support.**

- 4.1** Telephone Support. Telephone and Remote Support coverage is included with all SES Agreements. Technical and Clinical Telephone and Remote Support coverage services are available twenty-four (24) hours per day, seven (7) days per week, including Philips-recognized holidays. Philips Customer Care Support Line Call + 1 800-722-9377.  
**4.2** Remote Access and Diagnostics. Philips may remotely access any Customer system tied to the Equipment required to perform Services. Customer shall provide Philips remote access to the Equipment.  
**4.3** On-Site Software Resolution Response. Philips primary method for software services is telephone and Philips Remote Services ("PRS"). Philips, at its sole discretion, may provide on-site software support services to resolve software issues that cannot be resolved through Philips' primary resolution method. On-site service is next business day, Monday through Friday 8:00 AM to 5:00 PM local time, excluding Philips-recognized holidays, and includes labor and travel necessary for the delivery of corrective services. On-site Software Resolution is not an installation service for new products.  
**4.4** InCenter Access. Philips will provide Customer access to Philips' web-based support tool for the Equipment under this Agreement.  
**4.5** Online Education. Customer shall be entitled to access those online courses covering core concepts of purchased Philips product/system through the Philips Learning Center. Core concept courses provide orientation to basic system functionality. Access will be terminated at the end of the term of this Agreement.  
**4.6** Online Portal. The Philips Customer Services Portal is an online portal for customers to self-manage their system requirements and request either service or support.  
<https://www.usa.philips.com/healthcare/services/maintenance-services/customer-service-portal>

**5. Interface Support.**

- 5.1** Philips supports the DICOM and HL7 communication to and from the Equipment as they exist at the Equipment at the time of installation. In the case of new software versions, Philips shall provide the following:

- 5.1.1** If the Equipment, interoperability mapping engine, or Biomedical device is upgraded to the latest version, Philips will restore inbound and/or outbound communication to the pre-upgrade condition.
- 5.1.2** Philips' interface support does not include the modification of any interface due to interface changes in third-party hardware or software or replacement of Philips interoperability mapping engine product with a different interoperability engine product. In the case of a planned upgrade of the Equipment that involves modifications to the interface specifications, Philips requires that detailed technical information on such modifications be made available to Philips at least ninety (90) days in advance of the planned upgrade. In such a case, Philips shall work with the third party to understand changes in interface specifications and format and may modify and upgrade the Equipment to support such new interface specifications at a schedule and additional cost to be approved by Philips and Customer.

## **6. Software Versions and Updates.**

- 6.1** If a new software version or update is available for the previously purchased software (on a like for like basis as set forth in 6.2 below) which is covered by this Agreement, and the requirements of the Agreement are satisfied, then Philips will install the available software for the Equipment application software during the term of the Agreement as follows: Philips will provide new software versions, updates, and fixes for existing Patient Information Center iX (PIC iX), IntelliBridge Enterprise Interoperability solution (IBE), and bedside monitor applications. When required for the new software version, Philips will provide operating system licenses and database software licenses (SQL) for PIC iX system. OS/SQL is Customer's responsibility unless physical hardware is supplied by Philips for the IBE solution. Unless specified, any other third-party software including, but not limited to, operating system licenses, database software licenses, client access licenses, and anti-virus software is not included. Customer has no right to software that has reached the published end of sale date.
  - 6.1.1** Functionality. Customer is entitled to functionality previously purchased or bundled with the software if available in the version or update released on or after the start date of the Agreement. Customer acknowledges that certain functionality in current and previous software versions may not be available in future new software versions. Customer is not entitled to any package, functionality, or configuration of the software that was available but not previously purchased on a capital basis. This exclusion does not prevent Customer from receiving anything that was moved to the general release available to all customers, or the specific bundle previously purchased by Customer.
  - 6.1.2** Hardware updates and replacement. Software versions, updates, and fixes may require hardware updates or replacement. Customer is responsible for any such hardware updates or replacements unless SES Plus and SES Pro are included in the Quotation. Upgrade installation and clinical support of the installation are not included in the base SES offering and will only be provided if such services are included on the Quotation as set forth below.
- 6.2** To receive new software under this Agreement:
  - 6.2.1** Customer must be in compliance with all terms and conditions of this Exhibit and the Agreement, including the availability of PRS capability and access to the Equipment by Philips personnel;
  - 6.2.2** Customer must identify one (1) Customer representative, in writing to Philips, which will manage and be responsible for Customer's selection and scheduling of new software version installations under this Exhibit; and
  - 6.2.3** The Equipment that will receive the version or update must meet the specifications of the new software version. Customer shall provide the Equipment hardware or software necessary to meet such specifications.
- 6.3** Unless specifically included elsewhere in this Agreement, software versions and updates do not include implementation services, applications that were not purchased with the Equipment, including virus protection software, security patches, custom interface software, operating system software, or software updates of third-party software (e.g., Citrix).
- 6.4** Philips shall have no responsibility to provide software versions or updates for minor software defects that do not impact the intended use of the software or impact patient care.

- 6.5** Customer may not resell, transfer, or assign the right to such versions, updates, or fixes to any third party. All versions and updates provided to the Equipment under this Exhibit are subject to the terms and conditions of this Exhibit, the Agreement, and any license terms and conditions included in the purchase of the product from Philips or later provided to Customer by Philips.
- 6.6** Philips will notify Customer if a new version update or upgrade is available. Customer must accept any updates or upgrades within the term of the Agreement. If the Agreement expires after Customer has accepted the available software covered by this Agreement, then Customer is entitled to receive the offered new software version for up to three (3) months following such expiration. If Customer does not accept the version within term of the Agreement, then Philips is under no obligation to provide such new software.
- 7. Solutions Review.**
- 7.1** During the term of the Agreement, Philips will provide Customer an annual customized review session to provide a deeper understanding, isolate and troubleshoot issues with Customer-configured PIC iX and IBE solution. Review sessions will be scheduled upon Customer request, at a mutually agreeable date and time Monday – Friday, 8:00 AM – 5:00 PM PIC iX System Review sessions will be provided at an off-site location within a reasonable distance of Customer and will include a meal per day per participant. Review Sessions may also be scheduled remotely upon the discretion of either Philips or Customer. Each session will be limited to ten (10) Customer participants and cannot be rescheduled. IBE System Review sessions will be provided to a maximum of eight (8) participants.
- 7.2** The scope, duration, and delivery methodology of the PIC iX System solutions review sessions will vary and will be defined by Philips with input from Customer but will remain in Philips’ sole discretion and will not exceed twenty-eight (28) hours in aggregate.
- 8. PerformanceBridge Focal Point.**
- 8.1** During the term of this Agreement, Philips will provide Customer access to the PerformanceBridge Focal Point Licensed Software (“Focal Point”). Access to Focal Point is available to Customer and Philips support personnel working on-site and remotely. Philips will install Focal Point on virtual or physical hardware, pursuant to the system installation and reference guide. Customer will be entitled to all new software versions, updates, telephone (at the number stated in Section 4.1 of this exhibit) and remote support during the term of the Agreement.
- 8.2** License Grant. Subject to any usage limitations for the Focal Point Licensed Software (referred to in this Section 8 as “Licensed Software”) set forth on the product description found on the Quotation and license restrictions set forth in this Section 8, Philips grants to Customer a non-exclusive and non-transferable right and license to use the Licensed Software in accordance with the Agreement and this Exhibit (the “License”). The License shall continue for the term of the SES Quotation, except that Philips may terminate the License if Customer is in material breach of this Agreement. In such instance of License termination, Customer shall return the Licensed Software and any authorized copies thereof to Philips immediately upon expiration or termination of this License.
- 8.2.1** The License does not include any right to use the Licensed Software for purposes other than the operation of Philips Hospital Patient Monitoring products. Customer may not copy, reproduce, sell, assign, transfer, or sublicense the Licensed Software for any purpose without the prior written consent of Philips. Customer shall reproduce Philips’ copyright notice or other identifying legends on such copies or reproductions. Customer will not (and will not allow any third party to) decompile, disassemble, or otherwise reverse engineer or attempt to reconstruct or discover the product or Licensed Software by any means whatsoever.
- 8.2.2** The License shall not affect the exclusive ownership by Philips of the Licensed Software or of any trademarks, copyrights, patents, trade secrets, or other intellectual property rights of Philips (or any of Philips’ suppliers) relating to the Licensed Software.
- 8.2.3** Customer agrees that only authorized officers, employees, and agents of Customer will use the Licensed Software or have access to the Licensed Software (or to any part thereof), and that none of Customer’s officers, employees, or agents will disclose the Licensed Software, or any portion thereof, or permit the Licensed Software, or any portion thereof, to be used by any person or entity other than those entities identified in the Agreement. Customer acknowledges that certain of



Philips' rights may be derived from license agreements with third parties, and Customer agrees to preserve the confidentiality of information provided by Philips under such third-party license agreements.

- 8.2.4** The Licensed Software shall be used only on the product(s) covered under this Agreement.
- 8.2.5** Each license hereunder is limited to one instance of Focal Point per Customer site/location included in the Quotation, and each Focal Point instance is limited to 4,000 device/node connections. A device or node refers to an IP addressable network node, which is a configured component of a Philips Patient Monitoring System/Solution. If additional Focal Point instances are required, determined solely by Philips, they will be provided upon mutual agreement of both parties. If there is more than one (1) site or location, Customer must purchase the appropriate software maintenance coverage for each additional site or location to receive access to the Focal Point license.
- 8.2.6** Customer acknowledges that the Philips Administrator Account of the Licensed Software, and any related login credentials that Philips provides to Customer, shall not be used, and Customer agrees not to so use, for any reason. Instead, the Licensed Software's Philips Administrator Account functionality is for use only by Philips and its authorized service representatives.
- 8.2.7** The Licensed Software shall be used only on the product(s) referenced in the Quotation ("Products"). Customer may transfer the Licensed Software in connection with sale of the Product to a healthcare provider who accepts all of the terms and conditions of this License and Agreement, provided that Customer is not in breach or default of this License, this Agreement, or any payment obligation to Philips.
- 8.2.8** Customer shall return the Licensed Software and any authorized copies thereof to Philips immediately upon expiration or termination of this SES Agreement
- 8.2.9** It is imperative that Customer install and activate Focal Point and connect to Philips Remote Service ("PRS") within ninety (90) days of the date of Agreement execution to ensure OS Patching services. If Customer declines/delays Focal Point installation or defers any OS Patching cycle(s), Philips requests a Customer signature on the associated approved Philips document to confirm their awareness and acceptance of a cybersecurity event risk. Customer will be charged time and material for any onsite OS patching services provided by Philips during this period of declined/delayed Focal Point installation.
- 8.3** Modifications. If Customer modifies the Licensed Software in any manner, all warranties associated with the Licensed Software shall become null and void. This does not apply to patches or software updates provided by Philips to Customer. If Customer or any of its officers, employees, or agents should devise any revisions, enhancements, additions, modifications, or improvements in the Licensed Software, Customer shall disclose them to Philips, and Philips shall have a non-exclusive royalty-free license to use and to sub-license them.
  - 8.3.1** The Licensed Software is licensed to Customer on the basis that (a) Customer shall maintain the configuration of the products as they were originally designed and manufactured and (b) the product includes only those subsystems and components certified by Philips. The Licensed Software may not perform as intended on systems modified by anyone other than Philips or its authorized agents, or on systems which include subsystems or components not certified by Philips. Philips does not assume any responsibility or liability with respect to unauthorized modification or substitution of subsystems or components.
  - 8.3.2** Application Patches. From time-to-time, the Licensed Software may require the remote installation of certain application updates, upgrades, or enhancements to properly maintain the application in accordance with Philips' specifications ("Application Patches"). Working with Customer, Philips reserves the right to manage all Application Patches. These Application Patches will be sent remotely and securely to Customer's premise by means of Philips' Remote Services Gateway. If not deployed, Philips will be prevented from remotely installing such Application Patches to properly maintain the application in accordance with Philips' specifications.
  - 8.3.3** OS Patches. Focal Point will periodically synchronize with a remote HSDP-based master Window Server Update Services (WSUS) server as defined within the Microsoft WSUS documentation. This synchronization is required for the Focal Point OS Patching feature to maintain an updated list of

which Microsoft OS patches have been qualified by Philips and is required for the Focal Point OS Patching feature to function. Philips will provide validated Microsoft operating system patches available for the Philips PIC iX system(s) and IBE. Customers can choose the frequency and the timing to apply the validated patches based upon their risk profile.

- 8.4** Processing of Personal Data. Other than as set out in Section 8.3 herein, in the event that Customer requests Philips to do so, Philips will process Personal Data only on instruction of Customer as set out in the Agreement and/or other communications made by Customer to Philips (where such instructions are consistent with the terms of the Agreement), unless otherwise required by applicable law (“Instruction(s)”). Customer warrants (a) that its Instructions will comply with applicable law including in relation to the protection of Personal Data and (b) that its Instructions will not cause Philips to violate applicable law. “Personal Data” means the information relating to an identified (or identifiable) individual, and collected, received, generated or otherwise obtained or processed by Philips in relation to or in the context of the Agreement or the relationship with Customer.

**8.4.1** Instructions to Philips. The Licensed Software will collect and aggregate machine-to-machine data which may include certain Personal Data (e.g., IP addresses) (“Machine Data”). Customer hereby instructs Philips to process Personal Data (to the extent Personal Data is included in the Machine Data) for or in relation to performing the Services to Customer and other obligations under this Agreement, and as necessary to comply with other reasonable instructions provided by Customer where such Instructions are consistent with the terms of this Agreement. Customer represents and warrants to Philips that, prior to activation of the Philips’ remote access to Customer’s IT network: (1) Customer has the right and the authority to provide the Personal Data to Philips for Philips’ use of such data pursuant to this Agreement, including cross-border transfers; (2) Customer has provided any required notices and obtained any required consents from individuals as required by applicable law to collect and process their Personal Data (which may include medical and health data); (3) Customer is fully and solely responsible for the accuracy, legality and consistency of the Personal Data it provides to Philips, and (4) Customer’s provision to Philips of the Customer Data and Philips’ use of Personal Data pursuant to this Agreement will not violate any applicable law, or privacy policy.

**8.4.2** Inability to Provide Data. Customer will notify Philips without undue delay if Customer becomes aware that Customer is unable to meet its obligations under this Section 8. In such cases, Philips will work with Customer in good faith to determine whether and how to deliver the Services.

**8.4.3** Protection of Data. Philips will take appropriate commercially reasonable technical and organizational measures to protect the Personal Data, at a level appropriate to the risk, of accidental or unlawful destruction, loss, alteration, unauthorized disclosure or access during the processing.

- 8.5** Use of Machine Data. Philips acknowledges and agrees that Customer owns all Machine Data. Customer hereby licenses the Machine Data to Philips for use, processing, and aggregation consistent with this Agreement. Philips’ usage will be solely in a primary usage manner to deliver functionality and services to Customer, which includes but is not limited to the aggregation and processing of Machine Data to enable users of the License Software (including Philips) to see statistical and reporting information and to troubleshoot problems that may arise. Customer acknowledges that it can access and copy Machine Data at any time through the Licensed Software application, and that Customer may request in writing that Philips delete the Machine Data.

## **9. Additional Terms for Technology Refresh Entitlements.**

The following are additional cost options, paid services at time of quotation.

### **9.1** SES Plus.

**9.1.1** If included in the Quotation and subject to 9.1.2, and if required for a Philips Patient Information Center iX (PIC iX) software release that is available to Customer through the SES Agreement, Philips will provide Customer with new personal computers (PCs) which run the PIC iX application. For the purpose of this provision, “if required” means PCs do not meet the minimum requirements of a release as specified in the Philips Technical Data Sheet accompanying the software release.

**9.1.2** This SES Plus hardware entitlement is a stand ready obligation for releases subsequent to the first major release or version provided to Customer under the SES Agreement. As such, Customer PCs

must meet the requirements of the first major release or version, or Customer must upgrade its PCs to meet such requirements via separate capital purchase. Under no circumstances may Customer receive PCs under this entitlement in the first twelve (12) months following the effective date of the Agreement.

**9.1.3** If Customer selects SES Plus entitlement, all Sectors under this Agreement shall be charged for this entitlement.

**9.2 SES Pro.**

**9.2.1** If included in the Quotation and subject to 9.2.2, and if required for a Philips Patient Information Center iX (PIC iX) software release that is available to Customer through the SES Agreement, Philips will provide Customer with new PCs and Physical Servers for PIC iX application. For the purpose of this provision, "if required" means PCs and Physical Servers do not meet the minimum requirements of a release as specified in the Philips Technical Data Sheet accompanying the software release.

**9.2.2** This SES Plus hardware entitlement is a stand ready obligation for releases subsequent to the first major release or version provided to Customer under the SES Agreement. As such, Customer PCs and Physical Servers must meet the requirements of the first major release or version, or Customer must upgrade its PCs or Physical Servers to meet such requirements via separate capital purchase. Under no circumstances may Customer receive PCs or Physical Servers under this entitlement in the first twelve (12) months following the effective date of the Agreement.

**9.2.3** If Customer selects the SES Pro entitlement, all Sectors under this Agreement shall be charged for this entitlement.

**10. Customer Success Management Services.**

**10.1** During the term of the Agreement Philips will assign a Customer Delivery Manager familiar with Customer account, key stakeholders, and contract coverage to provide the following:

**10.1.1** Philips will schedule and deliver a remote coverage and status review meeting annually, at a mutually agreeable date and time. The status meeting will focus on available entitlements and planning. The status review may outline all Equipment service issues resolved during the previous period and review any open or unresolved issues.

**10.1.2** Prior to delivering any new software version, Philips will coordinate with Customer assigned resource to identify and mitigate dependencies relative to the software upgrade and other service agreement entitlements.

**10.1.3** The parties will develop a dependency mitigation plan to address resource needs, hardware needs, operating system requirements, interoperability, and other dependencies for the deployment of new software upgrade.

**11. True-Up For Sectors Added After initial Quotation.**

**11.1** Customers without SES Plus or SES Pro. Philips and Customer will review annually the Sectors covered by the Agreement to match the number of Sectors actually installed at Customer's Site(s). Philips will automatically update Customer invoice to match the current Sectors installed on the True Up date on a go forward basis. To effectuate this update, Philips shall issue a new Quotation and Customer shall issue an updated PO covering any additional Sectors. Philips has no responsibility to Service systems not listed on the then-current Quotation.

**11.2** Customers with SES Plus or SES Pro. Philips and Customer will review the Sectors covered by the Agreement each time Customer adds a new Sector to the Agreement. Philips will automatically update Customer invoice to match the current Sectors installed. To effectuate this update, Philips shall issue a new Quotation and Customer shall issue an updated PO covering any additional Sectors. Philips has no responsibility to Service systems not listed on the then current Quotation.

**12. Test System.**

**12.1** Philips will provide software versions for an off-line test system ("Test System"). The Test System is not to be used in a production environment or to provide patient care. No additional services will be provided hereunder for the Test System. Initial capital purchase of Test System licenses and hardware is Customer's responsibility.

**12.2** Customer shall be entitled to one (1) virtual off-line test system ("Virtual Test System"). The Virtual Test System is not to be used in a production environment or to provide patient care. Software and all future versions will only be installed by Philips during an ongoing upgrade project for PIC iX. Requests by Customer outside an ongoing upgrade project for PIC iX shall be at an additional cost, subject to resource availability.

**13. Fetal Monitors.**

**13.1** New software versions for Fetal Monitors will be installed by Philips during an ongoing upgrade project for PICs or MP/MX bedsides, when a new version is made commercially available. Education and Support for Fetal Monitoring is not included, and if required, Customer must purchase Clinical Services.

**14. Vital Signs.**

**14.1** Philips will only provide new software for the Vital Signs monitors specified below on a like for like basis with Customer's existing configuration and features. Philips will not provide any installation labor or Clinical Services to upgrade Vital Signs monitors. Installation of all Vital Signs monitor software will be Customer's responsibility. Vitals Signs software provided under this Agreement is limited to VS30 via Incenter. Any new configuration and features must be purchased on a capital basis and will then be updated under this Agreement.

**15. PIC iX Data Warehouse Connect (DWC).**

**15.1** New software versions for DWC will only be installed and are included by Philips during an ongoing upgrade project for PIC iX. Customers who wish to install a new version of DWC outside the PIC iX implementation cycle will need to pay an additional implementation fee. Customer must purchase the original DWC license to be covered by this Agreement.

**16. (Event Notification) Event Management System for Enterprise Mobility Solutions.**

The following are additional cost options, paid services at time of quotation.

**16.1** If included in the Quotation, new software versions for CareEvent (Event Notification) will only be installed by Philips during an ongoing upgrade project for PICs iX. Customer must meet minimum requirements for PIC iX Revision 4.x or higher. Requests by Customer outside an ongoing upgrade project for PIC iX shall be at an additional cost, subject to resource availability.

**17. Antivirus Management Services.**

The following are additional cost options, paid services at time of quotation.

**17.1** Antivirus Essential. If included in the Quotation and subject to Exhibit 28 - Additional Terms and Conditions for Patient Monitoring Antivirus Management Services with Software Evolution Services, Philips Antivirus Management services protects selected Philips medical products with a Philips validated antivirus solution to detect and respond to the occurrence of a cybersecurity event. Customers' IT Security Operations Center will be immediately informed by email when a virus has been detected and can access a state-of-the-art management console to monitor all endpoint security alerts in an easy and unified way.

**17.2** Antivirus Plus. If included in the Quotation and subject to Exhibit 28 Additional Terms and Conditions for Patient Monitoring Antivirus Management With Services with Software Evolution Services, Philips Antivirus Management services protects selected Philips medical products with a Philips validated antivirus solution to detect and respond to the occurrence of a cybersecurity event. The Philips Security Operation Center will monitor all Customer endpoints protected with this service. In case of virus detection, Philips will provide incident response and remediation actions in order to expedite the restoration of any capabilities or services that were impaired due to the cybersecurity incident.

**18. Biomedical Technical Education and Training for Hospital Patient Monitoring.**

The following are additional cost options, paid services at time of quotation.

**18.1** If included in the Quotation, Philips will provide technical training for customer's in-house, biomedical engineering teams. Customer is entitled to the number of courses purchased. Course vouchers expire 3 years from date of issue or by end of contract term, whichever occurs first. Current course schedules and descriptions can be found on the Philips Learning Center website: <https://www.learningconnection.philips.com/en/catalog/profession/biomedical-engineers/monitoring>

#### 19. **System Healthcheck.**

**19.1** During the term of the Agreement Philips will provide one (1) on-site visit per contract year, scheduled Monday through Friday between 8:00 AM – 5:00 PM, to evaluate Equipment and network health and compatibility. The entitlement under this section is specifically designed to work in conjunction with each year's SES Services and cannot be carried over to future contract years. Following each annual visit, Philips will provide Customer a report with recommendations relative to the Equipment.

#### 20. **Patient Monitoring Performance Analytics.**

**20.1** If included in the Quotation, the Philips Patient Monitoring Performance Analytics service (the "PMPA" service) leverages operational data collected by Focal Point to provide the Customer with technical performance information regarding the Customer system and assist in the troubleshooting of certain service events.

**20.2** The PMPA service includes the following:

**20.2.1** Periodic event log collection; and

**20.2.2** A report (on a regularly scheduled interval) of identified service events, including description and severity, root cause analysis, tracking of actions (including action owners for remediation tasks)

**20.3** To enable the PMPA service the Customer will:

**20.3.1** Have installed PIC iX at release C.03, 4.0 or higher for all instances at Customer's site used in conjunction with the PMPA service;

**20.3.2** Have installed and configured Focal Point at release A.02.14, 2.0 or higher; and

**20.3.3** Maintain an ongoing (24x7) network connection from Focal Point to Philips HealthSuite Platform (HSP) and Philips Remote Support (PRS).

**20.4** The Customer may add the PMPA service at any time during the lifetime of the SES Agreement and is coterminous with the SES Agreement unless the PMPA service is terminated earlier after the Initial Term.

**20.5** The minimum duration of the PMPA service term is twelve (12) months ("Initial Term"). After the Initial Term, Customer may terminate the PMPA service at any time with written notice to Philips.

#### 21. **Clinical Implementation Services.**

The following are additional cost options, paid services at time of quotation.

**21.1** If included in the Quotation, Philips will provide implementation (virtually or on-site as necessary) services for new versions or updates that Customer is entitled to receive under this Agreement, at a time mutually agreed to 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. Customer will provide a project lead to ensure Customer responsibilities for the Clinical Implementation Services projects are completed.

**21.2** After Hours Support. If included in the quote, Clinical Implementation after hour support will be provided between the hours of 7:00 PM – 7:00 AM, including weekends and holidays if needed.

**21.3** Go-Live Support. Philips will provide clinical go-live support (onsite, 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.

**21.4** Clinical Education. Clinical services will be scheduled (onsite, 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 from the assigned Philips clinical consultant, at an additional cost.

**21.4.1** Clinical Education class size is limited to ten (10) participants;

**21.4.2** Customer will provide a suitable location for on-site classroom education; and

**21.4.3** Customer will provide full and free access and use of the Equipment for education.

**21.5** Equipment Configuration. Configuration services will be scheduled (onsite, remote or a combination thereof) between 7:00 AM – 7:00 PM Monday through Friday, as coordinated with the assigned Philips clinical consultant, 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.

- 21.6** 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.
- 21.7** 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 Implementations Services with Philips in accordance with this Exhibit, then Philips shall not be obligated to perform such Clinical Services.
- 21.8** 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.

**22. Clinical Advanced Services.**

The following are additional cost options, paid services at time of Quotation.

- 22.1** If included in the Quotation, Philips will provide a set number of Clinical Advanced Services projects, based on the contract term as outlined in the table below. These projects will be coordinated by Philips Clinical Professional Services (CPS) team with input from the Philips Clinical Lead.

SES Contract Term in Years	Maximum number of Projects
4	2
5	3
6-7	4
8-9	5
10	6

- 22.2** The CPS team will initiate the Clinical Advanced Services projects with Customer to define the journey map and outline/agree upon the project goals.
- 22.3** Customer will provide a project lead to ensure Customer responsibilities for the Clinical Advanced Services projects are completed. Customer responsibilities include but are not limited to 1) scheduling observations, meetings, and events; 2) scheduling staff interviews; 3) assisting with data gathering; and 4) scheduling report-out meetings.
- 22.4** Clinical Advanced Services projects will be mutually determined by Customer's designated lead and the Philips CPS Clinical Lead. A project is scoped by practice area and includes a maximum of two (2) planned goals. Specific details regarding the types of such projects are available to customers from their Philips clinical consultant.

**23. Advanced Technology Service.**

The following are additional cost options, paid services at time of quotation.

- 23.1** If included in the Quotation, Philips will provide on-site installation services for new versions that Customer is entitled to receive under this Agreement, at a time mutually agreed to by Philips and Customer, Monday through Friday between 8:00 AM and 5:00 PM, excluding Philips holidays.
- 23.2** For full version upgrade and update projects, Philips Project Manager, Technical Consultant (TC), Network Engineer, and Integration Engineer will provide remote or on-site consultative advisory services as needed.
- 23.3** Philips technical resource will provide consultative advisory services may be provided up to two (2) times per contract year either on-site or remote, as determined by Philips, based upon Customer need.
- 23.4** If purchased with this Agreement, Philips will provide on-site installation of validated Microsoft operating system patches available for the Philips PIC iX system(s) and IBE up to four (4) times per contract year. Additionally, Philips will also provide up to two (2) on-site visits per contract year for emergency patch support, as determined by Philips. PIC iX system(s) and IBE are the only elements for this entitlement other elements (e.g., Cisco switches) are NOT included in the patching provisions of the SES, and if Customer wants Philips to patch the switches, it will be done via time and material quote. OnSite MS OS Patching Services available Monday through Friday 8:00 AM to 5:00 PM local time, excluding Philips-recognized holidays, and includes labor and travel necessary for the delivery of services. Requests for afterhours onsite support will be charged for labor and material. Customer assumes all potential risks if they delay or decline one of their on-site installation of patches.

- 23.5** Philips will support Customer physical server to virtual server upgrade process at the same time as any PIC iX upgrade. Requests outside of this cadence will be billed on a time and material basis.

**24. Customer Responsibilities.**

- 24.1** System Administrator. Customer shall designate an individual(s) to serve as Customer system administrator ("System Administrator") and an alternate, who will serve as Philips' primary support contacts. These individuals should be familiar with all aspects of training provided by Philips, including end-user and system administrator training. In addition, the System Administrator shall maintain the integrity of the Equipment operation and ensuring that proper backup procedures are in place as outlined in the System Installation and Reference Guides.
- 24.2** Remote Access. Customer must provide necessary uninterrupted remote access, required information, and support for the Equipment to connect to Philips Remote Service ("PRS"). PRS is the basis for Services delivered under this Exhibit. Customer waives all rights to services and service deliverables under this agreement unless PRS connectivity is enabled and maintained.
- 24.3** Security. Customer is solely responsible for providing adequate security to prevent unauthorized Equipment access to Philips (or its third-party vendors) proprietary and confidential information.
- 24.4** Software Version Levels. Customer must maintain the Equipment at a currently supported version to receive support under this Exhibit.
- 24.5** Hardware Revision Levels. Customer must maintain all associated Equipment hardware, firmware, and middleware at the required revision levels for the software version. To receive software versions and updates, Customer must maintain all associated hardware to the then-current specification for the software versions and updates.
- 24.6** Data Reconstruction. Customer shall follow the recommended back-up processes as outlined in the Equipment Installation or Reference Guide. Customer is responsible for the reconstruction, restoration, retrieval, or recovery of any lost or altered patient records, files, programs, or data. Philips is not responsible for the reconstruction, restoration, retrieval, or recovery of any lost or altered files, data, or programs.
- 24.7** Intermediate Resolutions. Customer shall implement any intermediate resolutions or workarounds as requested by Philips while Philips seeks a long-term resolution.

**25. Service Limitations.**

- 25.1** Software Restoration. If the software fails and the supported application software requires restoration, then Philips will reinstall the application software, database software, and operating system to the revision level that existed prior to the malfunction or failure and Philips will attempt to reinstall Customer-created data backup. If Customer-created data backup cannot be used to re-install any data to the Equipment, Customer will hold sole responsibility for the loss of data. Custom or third-party software, custom database configurations or reports, and Customer-written product interfaces are not included. If an Equipment failure is attributed to hardware not supported under the Agreement, Customer shall restore the software, operating system, and database software before Philips begins any software restoration efforts.
- 25.2** Anti-Virus Statement. Philips software is a computer-based medical product and, therefore, may be subject to attack by outside computer viruses. The software required to prevent attack by a computer virus must be constantly monitored and updated. Customer shall install and maintain its own anti-virus software in accordance with the Equipment Installation or Reference Guide. Philips shall use reasonable efforts to notify Customer if Philips becomes aware of any virus in the software licensed to Customer under this Agreement.
- 25.3** Non-Philips Software Assistance. Requests for assistance with hardware, operating systems, communications network, third-party software, printer configuration, etc., are outside the scope of this Agreement.

**26. Exclusions.**

In addition to the Service Exclusions set forth in the Agreement, the following Service Exclusions apply to the applicable Monitoring Analytics and Therapeutic Care Services.

- 26.1** Any combining of the Equipment with a non-qualified device. A non-qualified device is:

- 26.1.1 any product (hardware, firmware, software, or cabling) not supplied by Philips, whether used internal or external to Equipment without Philips' approval. Examples include, software patches, security fixes, and service packs from the operating system, web browser, or database software manufacturer(s);
  - 26.1.2 any product supplied by Philips that has been modified by Customer or any third party;
  - 26.1.3 any product maintained under this Agreement in which Customer does not allow Philips to incorporate engineering improvements; and
  - 26.1.4 any product that has reached its End of Life.
- 26.2 Operating system software issues that manifest themselves in non-performance of another installed application and affect use or performance of the Equipment.
- 26.3 If the Equipment covered by this Exhibit is software only, then notwithstanding anything to the contrary in the Agreement or this Exhibit, network, hardware and parts are not included in the Services.
- 26.4 Any network related problems.
- 26.5 The cost of Consumables, software media, and cassettes.
- 27. **Joint Marketing Plan.**
  - 27.1 Philips agrees to provide reasonable assistance to Customer in marketing the benefits of the Services in accordance with a joint marketing plan to be mutually developed within eighteen (18) months of the Effective Date. Philips and Customer agree that each respective marketing team will work collaboratively and gain joint approval prior to marketing the partnership.
  - 27.2 Customer agrees that Philips may reference Customer as a Philips customer, subject to Customer's trademark and logo usage guidelines provided by Customer.
  - 27.3 Customer agrees that occasionally, after Customer review, Philips may issue a customer quote, case study and/or joint press release.
  - 27.4 Customer agrees that Philips may request Customer to participate in Key Opinion Leader (KOL) activities subject to Customer's availability, Customer's internal policies, and Philips policies and procedures. KOL activities may include jointly delivering papers, training of Philips sales team, industry education, presenting in webinars and/or participating in panel discussions for tradeshow events.
- 28. **Customer Contact.**
  - 28.1 Customer will designate an individual, as may be updated from time-to-time, who will act on its behalf to work with Philips and coordinate Customer's SES entitlements during the Agreement. Customer will provide Philips such delegate's name, title, phone number, and e-mail address.
- 29. **License and Warranty for Software Licensed as Part of this Agreement.**

Excluding Focal Point, all software provided to Customer under this Agreement (specifically excluding all software which Customer has access to without this Agreement which remains subject to its original terms of purchase) is subject to the following license terms.

  - 29.1 License Grant.
    - 29.1.1 Subject to any usage limitations for the Licensed Software set forth on the product description of the Quotation, Philips grants to Customer a nonexclusive and non-transferable right and license to use the computer software package ("Licensed Software") in accordance with the terms of the Quotation and these Terms and Conditions. The License shall continue for as long as Customer continues to own the product, except that Philips may terminate the License if Customer is in breach or default of these Terms and Conditions and/or the Quotation. Customer shall return the Licensed Software and any authorized copies thereof to Philips immediately upon expiration or termination of this License.
    - 29.1.2 The License does not include any right to use the Licensed Software for purposes other than the operation of the product. Customer may make one copy of the Licensed Software in machine-readable form solely for backup purposes. Philips reserves the right to charge for backup copies created by Philips. Except as otherwise provided under Section 29.1.6, Customer may not copy, reproduce, sell, assign, transfer, or sublicense the Licensed Software for any purpose without the prior written consent of Philips. Customer shall reproduce Philips' copyright notice or other identifying legends on such copies or reproductions. Customer will not (and will not allow any third



party to) decompile, disassemble, or otherwise reverse engineer or attempt to reconstruct or discover the product or Licensed Software by any means whatsoever.

**29.1.3** The License shall not affect the exclusive ownership by Philips of the Licensed Software or of any trademarks, copyrights, patents, trade secrets, or other intellectual property rights of Philips (or any of Philips' suppliers) relating to the Licensed Software.

**29.1.4** Customer agrees that only authorized officers, employees, and agents of Customer will use the Licensed Software or have access to the Licensed Software (or to any part thereof), and that none of Customer's officers, employees, or agents will disclose the Licensed Software, or any portion thereof, or permit the Licensed Software, or any portion thereof, to be used by any person or entity other than those entities identified on the Quotation. Customer acknowledges that certain of Philips' rights may be derived from license agreements with third parties, and Customer agrees to preserve the confidentiality of information provided by Philips under such third-party license agreements.

**29.1.5** The Licensed Software shall be used only on the product(s) referenced in the Quotation.

**29.1.6** Customer may transfer the Licensed Software in connection with sale of the product to a healthcare provider who accepts all of the terms and conditions of this License; provided that Customer is not in breach or default of this License, the Terms and Conditions of Sale, or any payment obligation to Philips.

**29.2** Modifications.

**29.2.1** If Customer modifies the Licensed Software in any manner, all warranties associated with the Licensed Software and the products shall become null and void. Customer installation of Philips issued patches or updates shall not be deemed to be modification. If Customer or any of its officers, employees, or agents should devise any revisions, enhancements, additions, modifications, or improvements in the Licensed Software, Customer shall disclose them to Philips, and Philips shall have a non-exclusive royalty-free license to use and to sub-license them.

**29.2.2** The Licensed Software is licensed to Customer on the basis that (a) Customer shall maintain the configuration of the products as they were originally designed and manufactured and (b) the product includes only those subsystems and components certified by Philips. The Licensed Software may not perform as intended on systems modified by other than Philips or its authorized agents, or on systems which include subsystems or components not certified by Philips. Philips does not assume any responsibility or liability with respect to unauthorized modification or substitution of subsystems or components.

**29.3** Stand-alone Licensed Software. For a period of ninety (90) days from the date Philips makes Stand-alone Licensed Software available for first patient use, such Stand-alone Licensed Software shall substantially conform to the technical user manual that ships with the Stand-alone Licensed Software. "Stand-alone Licensed Software" means sales of Licensed Software without a contemporaneous purchase of a server for the Licensed Software. If Philips is not the installer of the Stand-alone Licensed Software, the foregoing warranty period shall commence upon shipment.

**29.4** Philips' sole obligations and Customer's exclusive remedy under any product warranty are limited, at Philips' option, to the repair or the replacement of the product or a portion thereof within thirty (30) days after receipt of written notice of such material breach from Customer ("Product Warranty Cure Period") or, upon expiration of the Product Warranty Cure Period, to a refund of a portion of the purchase price paid by Customer, upon Customer's request. Any refund will be paid to Customer when the product is returned to Philips. Warranty service outside of normal working hours (i.e., 8:00 AM – 5:00 PM, Monday through Friday, excluding Philips' observed holidays), will be subject to payment by Customer at Philips' standard service rates.

**29.5** This warranty is subject to the following conditions: the product: (a) is to be installed by authorized Philips representatives (or is to be installed in accordance with all Philips installation instructions by personnel trained by Philips); (b) is to be operated exclusively by duly qualified personnel in a safe and reasonable manner in accordance with Philips' written instructions and for the purpose for which the products were intended; and, (c) is to be maintained and in strict compliance with all recommended and scheduled maintenance instructions provided with the product and Customer is to notify Philips immediately if the product at any time fails to meet its printed performance specifications. Philips' obligations under any

product warranty do not apply to any product defects resulting from improper or inadequate maintenance or calibration by Customer or its agents; Customer or third party supplied interfaces, supplies, or software including without limitation loading of operating system patches to the Licensed Software and/or upgrades to anti-virus software running in connection with the Licensed Software without prior approval by Philips; use or operation of the product other than in accordance with Philips' applicable product specifications and written instructions; abuse, negligence, accident, loss, or damage in transit; improper site preparation; unauthorized maintenance or modifications to the product; or viruses or similar software interference resulting from connection of the product to a network. Philips does not provide a warranty for any third-party products furnished to Customer by Philips under the Quotation; however, Philips shall use reasonable efforts to extend to Customer the third-party warranty for the product. The obligations of Philips described herein and in the applicable product-specific warranty document are Philips' only obligations and Customer's sole and exclusive remedy for a breach of a product warranty.

- 29.6** THE WARRANTIES SET FORTH HEREIN AND IN PHILIPS' WARRANTY DOCUMENT WITH RESPECT TO A PRODUCT (INCLUDING THE SOFTWARE PROVIDED WITH THE PRODUCT) ARE THE ONLY WARRANTIES MADE BY PHILIPS IN CONNECTION WITH THE PRODUCT, THE SOFTWARE, AND THE TRANSACTIONS CONTEMPLATED BY THE QUOTATION, AND ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, WHETHER WRITTEN, ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Philips may use refurbished parts in the manufacture of the products, which are subject to the same quality control procedures and warranties as for new products.

**30. Philips IntelliVue Products.**

- 30.1** 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:

**30.1.1** 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.

**30.1.2** 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.

**30.1.3** 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.

# Natividad SES Renewal 09092025 LRK

Final Audit Report

2025-09-09

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