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Schedule 4
Hospital Monitoring and Analytics & Hospital Respiratory Care (HRC) Portfolio

Product Category	Products
Measurement and Monitors	IntelliVue Patient Monitors and Systems
	IntelliVue Telemetry System
	Fetal Monitors
	Suresigns
	Clinical measurements
	MR Patient Care Monitors
Respiratory	Ventilators
Clinical Informatics	IntelliVue Critical Care and Anesthesia
	IntelliSpace Perinatal
	IntelliSpace ECG
	IntelliVue Guardian Systems
	IntelliBridge Family of Solutions
Sleep Therapy	DreamStation
	DreamStation Accessories
Airway Clearance	Cough Assist

1. Installation

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

2. Philips IntelliVue Products

2.1 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:

2.2 The Philips IntelliVue Information Center is a secondary vital sign 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 directly affecting 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.

3. Clinical Informatics Products, and Philips IntelliVue Information Center Product Family
The following additional terms shall apply:

3.1 Anti-Virus.

3.1.1 Philips does not sell anti-virus software with these Products. Customer bears the sole responsibility to purchase and manage all virus issues in connection with the Products. 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.

3.1.2 Philips IntelliVue Information Center. PIIC iX supports multiple antivirus solutions. Customer is advised to follow the document PIIC iX and PIIC Antivirus Software Use and Configuration Guide.

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

3.2.1 Operating System patches introduced by Original Equipment Manufacturers (OEM) can impact the performance of the application resulting in a risk to patient safety.

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

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with IntelliSpace Perinatal. Customers are prohibited from applying an OS Modification – including Microsoft security updates - to OB TraceVue prior to running an OS Modification through the third-party validation tool for IntelliSpace Perinatal.

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

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

3.3 Interfaces.

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

3.4 Frequent Data Backup/Disaster Recovery Responsibility.

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

3.5 Statement of Work.

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

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

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

4.2 Customer Responsibilities:

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

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

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

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

5. Statement of Work

5.1 Philips shall not accept orders for IntelliSpace Perinatal without a signed statement of work accompanying such order.

6. Sleep and Respiratory Care Products

6.1 Preparation of Site/Installation/Training:

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

6.1.2 Installation: The configuration defined prior to the Philips technician's arrival will be installed as part of these Conditions of Sale. Equipment that is not defined prior to arrival and requires additional time to install or a second visit to Customer's location will be charged to Customer at Philips' standard daily rates.

6.1.3 Training: If applicable, Customer shall be responsible for making its personnel available and dedicated to training at the time of installation. Philips will provide onsite training to technologists, physicians, and other personnel in the operation of the Product.

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