



IntelliSpace Corsium Data Management Solution Agreement

Philips Healthcare, a division of Philips North America LLC ("**Philips**") provides Subscription Service to (Customer Name) Moapa Valley Fire Protection District located at (Address) 3570 N. Lyman Logandale, NV 89021 ("**Subscriber**" or "Customer") according to these terms (the "**Agreement**"). This Agreement incorporates the following documents: (i) the Acceptable Use Policy, attached as Schedule A to this Agreement (the "**Acceptable Use Policy**"), (ii) the Service Level Agreement, attached as Schedule B to this Agreement (the "**SLA**"), and (iii) the Service Description that describes the Subscription the Customer is able to purchase and the applicable fees, which is attached hereto as Schedule C (the "**Service Description**"), (iv) the Transport Account Details setup form that provides the customer information needed to set up a Subscriber's subscription is attached hereto as Schedule D (the "**Transport Account Details**") and (v) Schedule E, Business Associate Addendum. The term "Subscription Agreement" or "Agreement" in any of these documents refers collectively to the entirety of this document. This Agreement will take effect as of the date of signature below (the "**Effective Date**").

1. SUBSCRIPTION SERVICE

1.1 Subscription Term. The term of this Subscription is one year of access to the Subscription Service. Customer may extend the term by purchasing additional years of access upon written Agreement by the Parties. The subscription will begin on the first day of the month after the effective date and will continue until terminated by either party in accordance in Section 4 Subscription Service Termination.

1.2 Subscription Fee.

1.2.1 Philips will invoice and customer will pay subscription fees defined in the quotation, net thirty (30) days from date of invoice.

1.2.2 Payment Methods. Payments may be made by check, ACH or wire. Philips does not accept transaction fees for wire transfers.

1.2.3 If the quotation indicates net prices that are each associated with a payment method, then Philips will invoice Customer, and Customer will pay, the net price that corresponds to Customer's elected payment method.

1.3 Subscription Service. Philips will provide Subscriber access to use the Subscription Service according to the Service Description during the Term. Philips account manager and Customer will complete the Transport Account Details Setup Form located in Schedule D to enable set up of Subscription Service.

1.4 Subscription Service may be updated at Philips' discretion; however, Philips will notify Subscriber if there are updates that materially diminish the Services. Subscription does not guarantee additional future functionality or features.

1.5 Provisioning. Subscription Service may require implementation or configuration services. Subscriber must designate an administrator for Subscriber's organization (the "**Administrator**"), who will be responsible for setting up the accounts, designating the roles, and determining the access levels of its employees and agents to the Subscription Service.

1.6 Subscription Use. Philips grants to Subscriber a nonexclusive, nontransferable right to use Subscription Service for Subscriber's own internal business purposes, subject to these terms and conditions ("**Subscription**"). Subscriber is responsible for its use of and results from Subscription Service and will use Subscription Service according to Philips' policies, and these terms and conditions.

1.7 Data Storage. Philips will provide Subscriber with 3GB/device/year of Data storage. Philips will notify the Subscriber if its use of such Data storage reaches the provided amount of Data storage. At any time, Subscriber may purchase additional storage. If Subscriber store more Data than the 3GB/device/year provided by Philips plus any additional purchased storage, then Philips may invoice (and Subscriber will pay) Subscriber for this additional Data storage at its then current rates (which will be provided to Subscriber upon request).

1.8 Support. Philips will deliver and support this Subscription Service globally, using hosting facilities in different locations across the world. Subscription Service includes email and telephone support Customer Care Solutions Center (CCSC) (1-800-722-9377) Monday through Friday, 8am EST – 8pm EST twelve (12) hours a day, and according to Philips' current support policies, which is attached as Schedule B and these terms:

1.8.1 Philips' standard support generally includes: (1) commercially reasonable efforts to resolve problems that cause Application functionality not to perform substantially as described in the Documentation; (2) remote assistance and troubleshooting advice for trained Subscriber personnel to determine cause and address technical problems with Subscription Service; (3) information and status updates for known Application functionality technical issues; and (4) periodic "as available" updates or upgrades to Subscription Service. Subscriber may need to identify the User to Philips for electronic access to test a problem condition or assist in problem resolution. Support may be unable to resolve minor or partial loss of functionality, intermittent problems, or minor degradation of operations.

1.8.2 The distributor or Philips Field Sales organization provides telephone and email support for Subscription Service as defined in your agreement with them. As applicable, Philips or the



authorized Philips distributor will use commercially reasonable efforts to respond to support requests as soon as possible. Subscription Service and support may be unavailable due to scheduled downtime, maintenance, or circumstances beyond Philips' reasonable control. Philips may schedule downtime at any time if Philips reasonably determines that not acting immediately could be harmful to Philips or Subscriber. Philips will use commercially reasonable efforts to contact the Technical Contact listed as Administrator within an organizations account prior to any scheduled downtime.

- 1.8.3** Philips is not responsible or liable for support or Subscription Service interruption or problems due to: (1) Subscriber systems, information, content, software, scripts, data, files, application programming, web servers or service, materials, equipment, acts or omissions of Subscriber or its agents; (2) virus or hacker attacks; (3) circumstances beyond Philips' reasonable control; (4) intentional shutdown for emergency intervention or security incidents; (5) Subscriber configuration changes; (6) Subscriber's failure to comply with Philips' security and upgrade policies; (7) internet or other connectivity issues between Subscriber's network and Subscription Service or Philips' network, or any other network unavailability outside of the Philips network; (8) Subscriber's untrained use of the Subscription Services; (9) Subscriber's use of Subscription Service not in accordance with this Agreement; (10) Subscriber's failure to comply with the Acceptable Use Policy; (11) acts or omissions of a party other than Philips.

1.9 Training. Philips will provide training on (i) the use of the Subscription Service and (ii) uploading data from devices to the Subscription Service.

1.10 Service Level Agreement. Philips will provide the service support described in the SLA.

2. SUBSCRIBER RESPONSIBILITIES

2.1 Subscriber will:

- 2.1.1** Be responsible for its activity through Subscription Service and ensure Users comply with these terms;
- 2.1.2** At termination of the agreement, be responsible for (a) the export of any patient data that Subscriber wants to retain and (b) delete of all subscribers' data. After the termination of the agreement period, (i) Subscriber will not be able to access the Subscriber's data and (ii) Philips will have no obligation to provide Subscriber with any of Subscriber's data. Philips cannot guarantee that it will be able to access Subscriber's data, and any attempt would be on a time and materials basis;
- 2.1.3** use current Subscription Service and install and use Client Software and any updates according to the Documentation and these terms;
- 2.1.4** be responsible for the accuracy, quality, legality, integrity, ownership, and acquisition of Subscriber Data;
- 2.1.5** prevent unauthorized access to Subscription Service and Client Software, Subscriber User credentials, IDs, and passwords;
- 2.1.6** comply with laws and regulations in using Subscription Service and Client Software, including data privacy, transmission of technical or personal data, and spam;
- 2.1.7** notify Philips immediately of unauthorized access to, or known or suspected breach of security for, Subscription Service or Client Software, and use reasonable efforts to immediately stop unauthorized access or a known or suspected violation of law or these terms;
- 2.1.8** be responsible for properly configuring, programming and operating Subscriber's hardware, software, web sites, content, telephone, and internet connections to allow access to, and use of, Subscription Service and Client Software;
- 2.1.9** comply with Philips' Acceptable Use Policy (attached as Schedule A) for using Subscription Service and Client Software; and
- 2.1.10** ensure that Users are adequately trained to use Subscription Service.

2.2 Subscriber will not:

- 2.2.1** make Subscription Service, Client Software, or Documentation available other than to its Users; sell, resell, rent, lease, or sublicense Subscription Service¹, Documentation, or Client Software; or use Subscription Service to provide time share or other services to third parties;
- 2.2.2** permit a third party to access Subscription Service, Documentation, or Client Software, excluding "Support Centers" permitted by Philips;
- 2.2.3** create derivative works based on Subscription Service, Documentation or Client Software, copy, frame or mirror any part of Subscription Service, other than copying or framing Subscriber's data content or intranets for Subscriber's internal business operations;
- 2.2.4** reverse engineer Subscription Service or Client Software;
- 2.2.5** access Subscription Service to build a competitive product, service, or to bring an intellectual property infringement suits against Philips, or copy features, functions or graphics of Subscription



- Service;
- 2.2.6** use Subscription Service to store or transmit infringing, libelous, or unlawful or tortious material or transmit material in violation of privacy rights;
 - 2.2.7** alter Client Software's copyright or other proprietary rights notices;
 - 2.2.8** use Subscription Service in violation of Philips' Acceptable Use Policy (see Schedule A); or
 - 2.2.9** assert, nor authorize any third party to assert, an intellectual property infringement claim related to the Subscription Service against Philips or any Philips affiliate.

3. SUBSCRIBER DATA

- 3.1 Processing.** Philips will use and process Subscriber Data to the extent necessary for the performance of the Subscription and/or Professional Services. Philips will also collect Subscriber Data that results from the performance of the Subscription Service, including data related to any error, issue, enhancement or operation of the Services, provided that the forgoing does not contain personally identifiable information, and the data that Philips would have independent of Subscriber's use of the Services, ("**Philips Data**") and Subscriber agrees that Philips shall have all rights and ownership in such Philips Data. Subscriber acknowledges that it may be necessary for Philips to access Subscriber Data to respond to any technical problems or Subscriber queries and to ensure the proper working of the Subscription Services. Philips will deliver and support this Subscription Service within the United States.
- 3.2 Warranty.** Subscriber represents and warrants that Subscriber has either ownership or sufficient permission to provide Subscriber Data to Philips for processing as part of the Subscription Service, and that provision of Subscriber Data to Philips will not violate any law, or proprietary or privacy right of any individual.
- 3.3 Protection.** Philips will maintain commercially reasonable administrative, physical, and technical safeguards for protection of Subscription Service that includes Subscriber Data. Any obligation of Philips hereunder notwithstanding, the security of communication sent over the Internet is subject to many factors outside of Philips' control and, as a result, Philips does not guarantee the security or privacy of such communication. Subscriber is solely responsible for the accuracy, security and privacy of the provision of Subscriber Data to Philips. Subscriber acknowledges that Subscriber's own protection of any passwords, access codes or equipment used by Subscriber to access the Subscription Service is an integral part of maintaining the security and integrity of the Subscription Service and Subscriber Data. Philips is not otherwise responsible for transmission of Subscriber Data over the Internet or Subscriber's failure to back up or store Subscriber Data, or deletion, correction, destruction, damage to or loss of Subscriber Data, other than to maintain the specified safeguards.
 - 3.3.1 Backup of Data.** Philips will back-up a copy of all customer data via snapshot. Snapshot are performed automatically daily. Snapshot retention is set to thirty-five (35) days. In case of loss of data from the production instance, Philips will restore the data to each day in the prior thirty-five (35) days preceding the loss of data.
 - 3.3.2 Backup of Database.** Philips will automatically back-up the database once per day and will retain each back-up for a maximum of thirty-five (35) days.
 - 3.3.3 Disaster Recovery Warranty.** In the event of a loss of data, Philips will use reasonable efforts to restore the most recent stack within ninety-six (96) hours of notice of a loss of data. Philips will use reasonable efforts to make each additional stack available in ninety-six (96)-hour increments thereafter until all data is available. If Philips was not responsible for the loss of data, then Philips may invoice (and Subscriber will pay) Subscriber for this effort to restore the lost data at its then current rates (which will be provided to Subscriber upon request).
 - 3.3.4** If Subscriber requests that its data be restored and Philips is not responsible for the data loss, then Philips will invoice (based on reasonable commercial rates) and Subscriber will pay for such restoration.
- 3.4 Termination.** Philips may withhold, remove, or discard Subscriber Data without notice thirty (30) days following termination of this Agreement.
- 3.5 Feedback.** Subscriber grants Philips a royalty-free, worldwide, perpetual license to use and incorporate into Subscription Service any suggestion, idea, enhancement, feedback, or recommendation Subscriber provides relating to Subscription Service.
- 3.6 BAA.** The Parties will enter into a Business Associate Agreement, substantially in the form attached as Schedule E.

4 SUBSCRIPTION SERVICE TERMINATION

- 4.1** This Agreement will terminate if:
 - 4.1.1** Subscriber fails to pay any undisputed amount due and such failure is not cured within five (5) business days of notice from Philips.
 - 4.1.2** Immediately, if Subscriber breaches any of its obligations in Section 2b.
 - 4.1.3** At the end of the Term, unless the Parties enter into a written Agreement to renew the Agreement.
- 4.2** Upon termination (i) Subscriber's right to use Subscription Service ends, (ii) Subscriber will cease using



Subscription Service and, at Philips's direction, return or destroy Philips Confidential Information and Documentation, and (iii) Subscriber will immediately pay Philips all Fees due.

5 LIMITED WARRANTY AND DISCLAIMER.

- 5.1** EXCEPT AS SET FORTH IN SECTIONS 5(a) AND (b), PHILIPS, ITS AFFILIATES AND LICENSORS DISCLAIM ALL OTHER REPRESENTATIONS, WARRANTIES AND GUARANTEES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, FOR SUBSCRIPTION SERVICE, DOCUMENTATION AND CLIENT SOFTWARE, THEIR USE, SUFFICIENCY, SECURITY, RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, AVAILABILITY, ACCURACY, OR COMPLETENESS, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, (i) MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, OR (ii) THAT SUBSCRIPTION SERVICE OR CLIENT SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM, OR DATA; (iii) STORED DATA WILL BE ACCURATE OR RELIABLE; (iv) THE INFORMATION, RESULTS OR MATERIAL OBTAINED BY SUBSCRIBER THROUGH SUBSCRIPTION SERVICE WILL MEET SUBSCRIBER'S REQUIREMENTS OR EXPECTATIONS; (v) ERRORS OR DEFECTS WILL BE CORRECTED; OR (vi) SUBSCRIPTION SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.
- 5.2** OTHER THAN AS SPECIFIED IN SECTION 5(a) ABOVE, PHILIPS PROVIDES SUBSCRIPTION SERVICE, CLIENT SOFTWARE, DOCUMENTATION, AND ALL CONTENT TO SUBSCRIBER STRICTLY ON AN "AS IS", "AS AVAILABLE" BASIS. SUBSCRIPTION SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. PHILIPS IS NOT RESPONSIBLE FOR RESULTING DELAYS, DELIVERY FAILURE, OR DAMAGES. THIS SECTION 5 AND SECTION 6(c) SPECIFY PHILIPS'S SOLE LIABILITY AND SUBSCRIBER'S EXCLUSIVE REMEDY FOR A SUBSCRIPTION SERVICE, CLIENT SOFTWARE OR DOCUMENTATION WARRANTY CLAIM.

6 LIMITATION OF LIABILITY

- 6.1** PHILIPS, ITS AFFILIATES AND LICENSORS ("PHILIPS") ARE NOT LIABLE FOR: (i) INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL DAMAGES; (ii) DAMAGES FOR, WITHOUT LIMITATION, INTERRUPTION OF BUSINESS OR OPERATIONS, COST OF COVER, LOST PROFITS, DATA, GOODWILL, BUSINESS OR REVENUE; OR (iii) A CLAIM BROUGHT MORE THAN 12 MONTHS AFTER THE EVENT GIVING RISE TO THE CLAIM.
- 6.2** PHILIPS IS LIABLE FOR A CLAIM OR DAMAGES, DIRECT OR INDIRECT, FOR BREACH OF CONFIDENTIALITY ONLY AS A DIRECT RESULT OF PHILIPS'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AS DETERMINED BY A COURT OF COMPETENT JURISDICTION, AND SUBJECT TO THE LIMITATIONS OF SECTIONS 6(a) AND (c)
- 6.3** NOTWITHSTANDING ANY PROVISION TO THE CONTRARY, EXCEPT FOR A CLAIM FOR DEATH, BODILY INJURY, TANGIBLE PROPERTY DAMAGE, OR WILLFUL MISCONDUCT, PHILIPS'S AGGREGATE LIABILITY FOR ANY CLAIM OR DAMAGES FOR ANY REASON, UNDER ANY THEORY OF LIABILITY, INCLUDING, WITHOUT LIMITATION, WARRANTY, BREACH OF CONTRACT, TORT, MISREPRESENTATION OR NEGLIGENCE, FOR USE OR PERFORMANCE OF SUBSCRIPTION SERVICE, CLIENT SOFTWARE OR OTHERWISE, WHETHER FORESEEABLE OR NOT, OR WHETHER A REMEDY FAILS TO ACHIEVE ITS ESSENTIAL PURPOSE, IS LIMITED TO ACTUAL, DIRECT DAMAGES NOT EXCEEDING THE AMOUNT SUBSCRIBER PAID FOR THE PRIOR 12 MONTHS FOR THE SPECIFIC SUBSCRIPTION SERVICE GIVING RISE TO THE CLAIM. PHILIPS'S FAILURE TO EXERCISE A RIGHT OR REMEDY IS NOT A WAIVER. THIS SECTION 6 SPECIFIES PHILIPS'S SOLE LIABILITY AND SUBSCRIBER'S EXCLUSIVE REMEDY FOR A CLAIM BROUGHT AGAINST PHILIPS.

7 INTELLECTUAL PROPERTY OWNERSHIP

- 7.1** Philips, its affiliates or licensors own and retain all right, title and interest in all Intellectual Property in Subscription Service, Client Software, Documentation and all derivative works or modifications to the foregoing. Philips reserves the right to enforce all its rights and remedies to protect its Intellectual .

8 CONFIDENTIALITY

- 8.1 Confidential Information.** PHILIPS acknowledges that Subscriber is a governmental entity subject to the Nevada Public Records Act, Nevada Revised Statutes Chapter 239, as may be amended from time to time and as such its Agreements are public documents available for copying and inspection by the public. Upon written notice by PHILIPS, Subscriber will keep confidential any information deemed proprietary or a trade secret under NRS 332.025.

- 8.2** Whether or not disclosed orally or marked as confidential, Confidential Information includes the



Subscription Service, non-public data, Intellectual Property, and Philips's proposals, specifications, manuals, product, service, or Application roadmaps and benchmark test results. Confidential Information does not include information that is: (i) subject to the Nevada Public Records Act, Nevada Revised Statutes Chapter 239, as amended, (ii) publicly available without breach of the Agreement; (iii) reasonably shown to disclosing party's satisfaction by objective data to have been known by receiving party prior to disclosure or independently developed by receiving party subsequent to disclosure without breach of the Agreement; or (iv) obtained by receiving party from a third party that is not under confidentiality obligation to disclosing party for the information. Receiving party will promptly notify disclosing party if it is compelled by law or a court to disclose Confidential Information and take reasonable actions requested to maintain its confidentiality.

- 8.3 Non-disclosure.** Receiving party will use disclosing party's Confidential Information solely to perform its obligations under the Agreement. Receiving party will take commercially reasonable actions to safeguard disclosing party's Confidential Information, no less than the actions taken to protect its own Confidential Information. Receiving party must not disclose disclosing party's Confidential Information except to its employees or contractors bound by confidentiality obligations no less restrictive than these terms. Receiving party must promptly notify disclosing party in writing of unauthorized use or disclosure of Confidential Information. Receiving party, at its expense, must take all reasonable actions to recover Confidential Information and prevent further unauthorized use or disclosure, including seizure and injunctive relief. If receiving party fails to timely do so, disclosing party may take any reasonable action to do so at receiving party's expense, and receiving party will reasonably cooperate.

9 MISCELLANEOUS

- 9.1 Agreement.** This Subscription Agreement, the Professional Services Terms (if applicable) and any Service Descriptions defined in Schedule C are the entire agreement governing Subscriber's purchase and use of Subscription Service, and supersedes all other oral or written terms, proposals or representations regarding the subject matter of a Service Description. The terms of the Subscription Agreement can only be modified by written amendment signed by both parties.
- 9.2 Assignment.** Subscriber may not assign the Subscription Agreement, a Service Description, its obligations, rights or remedies, in whole or in part, without Philips' prior written approval, in its sole discretion.
- 9.3 Force Majeure.** Neither party is liable for delay or failing to perform its obligations due to a cause beyond its reasonable control and without fault or negligence, except Subscriber's timely payment obligation.
- 9.4 Governing Law.** All transactions contemplated by the quotation shall be governed by the laws of the state where the equipment will be installed, 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, IT'S 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.
- 9.5 Export.** Subscriber will comply with U.S., foreign, and international laws and regulations including, without limitation, U.S. Export Administration and Treasury Department's Office of Foreign Assets Control regulations, and other export and import regulations. Subscriber agrees: (i) the export, re-export, transfer, re-transfer, sale, supply, access to, or use of Trial Subscription Service to or in a country other than the country in which Trial Subscription Service is provided to Subscriber, or to, by, or for a different end user or end use, may require a U.S. or other government license or authorization; and (ii) not to, directly or indirectly, export, re-export, transfer, re-transfer, sell, supply, or allow access to or use of Trial Subscription Service to, in, by, or for sanctioned, embargoed, or prohibited countries, persons, or end use under U.S. or other law (collectively, "**Prohibited Use**"). Subscriber is responsible for screening for Prohibited Use and obtaining required license or authorization and will indemnify Philips for Subscriber's violation of export control and economic sanction laws and regulations. Philips may terminate the Agreement and Trial Subscription Service immediately if Philips determines, in its sole discretion, that Subscriber has breached, intends to breach, or insists upon breaching these terms.
- 9.6 Language.** The parties agree that the Agreement and all related documents are in English.
- 9.7 No Agency.** Each party is an independent contractor and may not commit the other party without written authorization. The Subscription Agreement does not create an employment, joint venture, partner, or agency relationship.
- 9.8 Notice.** Notice and consent must be in writing signed by a party's authorized representative, sent to the address on the Order Form or otherwise specified in writing by a party. Notice must be sent by mail or overnight courier with return receipt, and is effective one (1) business day after being sent by overnight courier or three (3) business days after being sent by mail.

10 DEFINITIONS

- 10.1 Administrator** means the person Customer designates to set up the Customer's employees' accounts,



designate roles, and determine the access levels of its employees and agents to the Subscription Service.

10.2 Application means the functionality described in the Service Description, including modifications, revisions, upgrades, language versions and enhancements, and which is provided as part of the Subscription Service.

10.3 Confidential Information means information, in any form or medium, that is proprietary or a trade secret as defined by NRS 332.025 and is marked as confidential, or not marked but by its nature or treatment by its owner should reasonably be considered to be confidential.

10.4 Day means calendar day unless business day is specified.

10.5 Documentation means Philips's current published technical specifications for Applications available as Subscription Service.

10.6 Intellectual Property means all intellectual property worldwide, including, without limitation, inventions, patents, copyrights, trademarks, service marks, trade names, trade secrets, know-how, moral rights, licenses and other intangible proprietary or property rights, registered or not, under statute and/or common law.

10.7 Professional Services means Philips' time and materials provided for consulting services such as standard installation, integration, application development, or configuration services.

10.8 Start Date means the date a Subscription Service is available for Subscriber's use.

10.9 Subscriber Data means any information and data that Subscriber transmits or processes through Subscription Service.

10.10 Subscription Service means a Philips Application and Documentation made available as a service by Subscription.

10.11 Term means a period beginning on a Start Date during which Philips will provide Subscription Service to Subscriber and ending as described in Section 1a.

10.12 Target Start Date means the planned Start Date for Subscription Service to be activated for Subscriber.

10.13 User Named User authorized by Subscriber to use Subscription Service for Subscriber's internal business purposes.

The parties each understand and are bound by these terms, including the terms of the Business Associate Addendum attached hereto in Schedule E. This is not a consumer agreement. The parties consent to electronic signature; the Agreement may not be invalidated on the basis that the documents and signatures were electronically provided.

Accepted and agreed by:
Customer

Signature:

Printed Name:

Title:

Date:



Schedule A - Acceptable Use Policy (AUP)

Revision date March 21, 2018

This Acceptable Use Policy ("**AUP**") is part of the Contract. PHILIPS may suspend or terminate the Services for violation of this AUP.

AWS Infrastructure

As the Services are hosted on Amazon Web Services ("AWS") infrastructure, the AWS Acceptable Use Policy, as it may be modified by the relevant Amazon group company from time to time, is applicable and is incorporated by reference in this AUP. As of the revision date of this AUP, the AWS Acceptable Use Policy is published at <https://aws.amazon.com/aup/>. For purposes of this AUP, the term "Services" as used in the AWS Acceptable Use Policy means the ClearDATA Services (as defined in the Contract) that include the AWS hosted cloud environment.

In addition to the policies stated in the AWS Acceptable Use Policy, PHILIPS and the Customer must adhere to agreed security measures as detailed in the Contract, and otherwise adhere to current industry best practices appropriate to the Services.

PHILIPS may suspend or terminate services or access to a cloud environment, or both, as reasonably necessary to respond to an AUP enforcement action or request made by AWS or its affiliates for any suspected breach of this Contract.

Modifications

PHILIPS may modify this AUP by giving the Customer a minimum of thirty (30) days' written notice and providing the Customer with a copy of its revised AUP.

Schedule B - Service Level Agreement (Philips IntelliSpace Corsium)

1 Interpretation

The following definitions and rules of interpretation apply in this schedule.

1.2 Definitions.

Support Hours: 8 am EST – 8 pm EST.

Support Services: technical support services to a Customer regarding its use of Corsium pursuant to the Contract.

1.3 Defined Terms.

All initial capitalized terms in this schedule shall have the meaning given to them in the Corsium Terms of Service.

2 Availability

2.1 PHILIPS will use commercially reasonable efforts to make Corsium available twenty-four (24) hours a day, seven days a week, but as with all software/cloud based products, it cannot guarantee that Corsium is continuously error-free or uninterrupted, particularly during planned or unscheduled maintenance. PHILIPS may at its sole discretion revert to a previous version of Corsium. In addition, PHILIPS will not be responsible for unavailability or interruption due to:

- the Customer's or third-party hardware or software;
- the Customer's or third party's failure to follow reasonable instructions in relation to the use of Corsium or to adhere to any required configurations, use supported platforms or policies for acceptable use;
- unauthorized action or inactions by the Customer or a third party;
- issues relating to pre-release, beta, discretionary or trial services or functionality; or
- delays or failures resulting from the transfer of data over communications networks and facilities, including the internet.

2.2 The Customer acknowledges that PHILIPS may at any time, at its sole discretion and without notice (a) suspend Corsium for repair, maintenance or improvement, which PHILIPS shall restore as quickly as is reasonably possible; (b) make available such updates, upgrades, bug fixes, enhancements or other changes which PHILIPS feels appropriate; (c) extend, enhance or change any part of Corsium; (d) make available additional functionality, services or data and these discretionary services may be withdrawn at any time without notice.

3 Support

PHILIPS will support the Customer's use of Corsium as described in the Contract and the Documentation provided by PHILIPS to the Customer. PHILIPS will use commercially reasonable efforts to rectify any specified faults or problems as quickly as practicable and to meet the specified response times.

If the Customer has purchased Corsium through an intermediary, PHILIPS may require the Customer to, at PHILIPS's direction, contact the intermediary to raise a Support Services request.

Support Services may be provided either directly by PHILIPS or by PHILIPS approved affiliates and partners who may be located outside of the United Kingdom.

Support Service requests can be logged with PHILIPS at any time using the methods and contact details as indicated by PHILIPS from time to time, or in accordance with any more specific procedures PHILIPS have agreed with the Customer for interactions related to the Customer's account.

4 Cloud Infrastructure

The cloud infrastructure underpinning Corsium consists of Amazon Web Services, Inc.'s ("**AWS**") compute, storage, database and networking services. PHILIPS does not independently guarantee the performance of the AWS cloud infrastructure, but PHILIPS receives the benefit of a robust AWS service level agreement which offers extremely high rates of service uptime. As of the Effective Date, the applicable AWS SLAs may be found at the following locations, or other such locations as specified by AWS from time to time:

- <http://aws.amazon.com/ec2/sla/>
- <http://aws.amazon.com/s3/sla/>
- <http://aws.amazon.com/rds/sla/>
- <http://aws.amazon.com/route53/sla/>



Schedule C—Service Description

SUBSCRIPTION TERM

Subscription terms begin on the first of the month after the signing of the contract. Subscriber agrees to the following subscription terms

This Service Description is subject to review and reasonable notice shall be provided.

NOTE: PRICING IS NOT FINAL

Product/Service	12NC	RDT Part Number	Product/Service Description
IntelliSpace Corsium Reachbak (8*5)	989706010001	05-2068	Enables the operator of the Tempus Pro to send live monitoring data, SRoC events and 12-lead ECG recordings to the IntelliSpace Corsium support center. It also allows the transmission of Tempus LS resuscitation data and Tempus Pro continuous waveform data (only provisioned during resuscitation). It enables two-way communication. Following the transmission of the 12-lead ECG, the IntelliSpace Corsium user can send ECG review results back to the to the Tempus Pro, and the Tempus Pro operator to send review acknowledgements back to IntelliSpace Corsium. Includes support 8*5- annual cost.
IntelliSpace Corsium Support Centre Account	989706010002	05-2069	An account for a remote support center to be able to allocate and manage their own data reviewers. This is only for accounts who are working with multiple transport providers and want one web interface.
IntelliSpace Corsium Reachbak (24*7)	989706010005	05-2071	Enables the operator of the Tempus Pro to send live monitoring data, SRoC events and 12-lead ECG recordings to the IntelliSpace Corsium support center. It also allows the transmission of Tempus LS resuscitation data and Tempus Pro continuous waveform data (only provisioned during resuscitation). It enables two-way communication. Following the transmission of the 12-lead ECG, the IntelliSpace Corsium user can send ECG review results back to the to the Tempus Pro, and the Tempus Pro operator to send review acknowledgements back to IntelliSpace Corsium. Includes support 24*7 - annual cost. Allow hospital to view data from multiple transport providers

Schedule D

Transport Account Details

The account setup form is required to capture the users key account information & administrator user details. Two administrators of the end user transport account are a pre-requisite. Upon completion, this form is to be submitted to Philips RDT for setting up a new IntelliSpace Corsium customer transport account along with signed Terms and Conditions (44-2305).

Account Details		<input type="checkbox"/> Trial Account Customer ²	
Organisation Name			
Organisation Email Domain <i>(This must be unique to the organisation name, e.g.: @abc.com)</i>			
Enter preferred URL for customer account <i>(this must be unique to the customer name, e.g.: https://corsium.com/XXXXXXX)</i>			
Address (incl. country)			
Phone Number (incl. country code)			
Contact Person name			
Language	<i>(currently available: English; Dutch, Italian, Czech, Norwegian, German, French, Spanish)</i>		
Data Centre Location	<input type="checkbox"/> Australia <input type="checkbox"/> Ireland <input type="checkbox"/> UK <input type="checkbox"/> USA		
Trial Account Start and End date (if Trial account box is checked above)			
Administrator User Details ¹		<input type="checkbox"/> Existing Customer ²	
<i>Administrator 1</i>		<i>Administrator 2</i>	
Username		Username	
Name		Name	
Email		Email	
Mobile Number (incl. country code)		Mobile Number (incl. country code)	

Internal Use Only		
Additional license requests	All accounts will be set up with 250 users by default.	Additional licenses needed:
User Accounts		
Support Centre Account		

¹ – Customer account is created with two administrators and then administrators can configure users / device groups / support centres etc.

² – Only organisation name is required, if customer already exists.

Completed By		Date	
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Schedule E - BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum ("**Addendum**"), effective as of the date of the last of the Parties to sign the signature page hereto (the "**Effective Date**"), is entered into by and between the following parties (each a "**Party**" and collectively the "**Parties**");

<u>Covered Entity</u>		<u>Business Associate</u>
Customer:	Philips:	Philips Healthcare a division of Philips North America LLC and its Affiliates
Customer's Principal Address	Philip's Principal Address	222 Jacobs Street, 3 rd Floor Cambridge, MA 02141

Section 1. BACKGROUND AND PURPOSE

- 1.1. The Parties have entered into a sales, service, rental or license agreement with respect to a Philips product, service, or software (the "Underlying Contract(s)"), which provides for warranty or other service that may require Philips to be provided with, to have access to, and/or create Protected Health Information that is subject to the federal regulations issued pursuant to the Health Insurance Portability and Accountability Act ("HIPAA") and codified at 45 C.F.R. parts 160 and 164 ("HIPAA Rules"). This Addendum shall supplement and/or amend each of the Underlying Contract(s) only with respect to Philips' receipt, use and creation of PHI under the Underlying Contract(s) to allow Customer to comply with the HIPAA Rules. Except as so supplemented and/or amended, the terms of the Underlying Contract(s) shall continue unchanged and shall apply with full force and effect to govern the matters addressed in this Agreement and in each of the Underlying Contract(s).

Section 2. DEFINITIONS

- 2.1. "Affiliate" shall mean any corporation, company, or other entity, which: (i) is under the Control of a Party hereto; or (ii) has Control of a Party hereto; or (iii) is under common Control with a Party hereto, during the time such Control exists. For purposes of this Affiliate definition, "Control" means that more than fifty percent (50%) of the controlled entity's shares or ownership interest representing the right to make decisions for such entity are owned or controlled, directly or indirectly, by the controlling entity.
- 2.2. "**Business Associate**" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this Addendum, shall mean Philips.
- 2.3. "**Covered Entity**" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this Addendum, shall mean the Customer.
- 2.4. "**HIPAA Rules**" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164. The "**HIPAA Privacy Rule**" is at 45 CFR, part 160 and part 164, subparts A and E. The "**HIPAA Security Rule**" is at 45 C.F.R. Parts 160 and 164. The "**HIPAA Breach Notification Rule**" is at 45 CFR Part 164 Subpart D.
- 2.5. "**PHI**," "**ePHI**" and "**uPHI**" shall mean Protected Health Information, Electronic Protected Health Information and Unsecured Protected Health Information, respectively, as defined in 45 C.F.R. §160.103, limited to the information Philips received from or created or received on behalf of Customer as Customer's Business Associate.
- 2.6. "**Philips**" means the listed Philips entity plus Affiliates of the listed Philips entity.
- 2.7. "**Subcontractor**" shall mean a "subcontractor" (as defined at 45 CFR 160.103) of Philips.



- 2.8. **Other.** All other capitalized terms used in this Addendum shall have the same meaning as those terms in the HIPAA Rules.

Section 3. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

- 3.1. **General.** With regard to its use and/or disclosure of PHI, Business Associate agrees to:
- (a) **Permissible Use/Disclosure.** Not Use or disclose PHI other than as permitted or required by this Addendum or as Required By Law;
 - (b) **Safeguards.** Use appropriate safeguards, and comply with the Security Rule with respect to ePHI as of the Effective Date for Philips' obligations as a Business Associate, to prevent Use or Disclosure of PHI other than as provided for by this Addendum;
 - (c) **Reports to Customer.** Report to Customer any Use or Disclosure of PHI not provided for by this Addendum of which it becomes aware, including Breaches of uPHI as required at 45 CFR 164.410, and any Security Incident affecting PHI of which it becomes aware;
 - (d) **Subcontractors.** Ensure that any Subcontractors that create, receive, maintain, or transmit PHI on behalf of Philips agree to the same restrictions and conditions that apply to Philips, in its capacity as the Business Associate, with respect to such information;
 - (e) **Designated Record Sets**
 - (i) Within twenty (20) days of receiving a written request from Customer, make available to the Customer PHI necessary for Customer to respond to individuals' requests for access to PHI about them in the event that the PHI in Philips' possession constitutes a Designated Record Set.
 - (ii) Within forty (40) days of receiving a written request from Customer, make available to the Customer PHI for amendment and incorporate any amendments to the PHI in accordance with the Privacy Rule in the event that the PHI in Philips' possession constitutes a Designated Record Set.
 - (f) **Accounting.** Within forty (40) days of receiving a written request from Customer in response to a request from an Individual, make available to the Customer the information required for the Customer to provide an accounting of Disclosures as necessary to satisfy its obligations as a Covered Entity under 45 CFR 164.528;
 - (g) **Inspection by Secretary.** Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the Privacy Rule; and

Section 4. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

Except as otherwise specified in this Addendum, Philips may:

- 4.1. **General.** Use or disclose PHI as Philips deems necessary to perform its obligations under the Underlying Contracts or as otherwise permitted or required by law. Such use, disclosure or request of PHI shall utilize a limited data set if practicable or otherwise the minimum necessary PHI to accomplish the intended results of the use, disclosure or request. Philips also agrees to follow appropriate minimum necessary policies in the performance of its obligations under this addendum.
- 4.2. **Required by Law.** Use or disclose PHI as Required By Law.
- 4.3. **Proper Management and Administration**
- (a) Use the PHI in its possession for its proper management and administration and to carry out the legal responsibilities of Philips;
 - (b) Disclose the PHI in its possession to a third party for the purpose of Philips' proper management and administration or to carry out the legal responsibilities of Philips, provided that the disclosures are required by law or Philips obtains reasonable assurances from the third party regarding the confidential handling of such PHI as required under the Privacy Rule;



- 4.4. **Data Aggregation.** Provide Data Aggregation services relating to the health care operations of the Customer as permitted by law; and
- 4.5. **De-Identification.** De-identify any PHI obtained by Philips under this Addendum, and Use and disclose such de-identified data, all in accordance with the de-identification requirements of the Privacy Rule.
- 4.6. **Marketing.** Use and disclose PHI for marketing purposes only where permitted by applicable law and this Addendum or the Underlying Contracts;
- 4.7. **Sale.** Sell PHI only where permitted by applicable law and consistent with applicable law and this Addendum.

Section 5. TERMINATION

- 5.1. **Termination.** This Addendum shall terminate on (a) the date that the last of the Underlying Contracts terminates or expires or (b) on the date Covered Entity terminates for cause as authorized in Section 5.2 hereof, whichever is sooner.
- 5.2. **Termination by Customer.** Should Customer become aware of a breach of a material term of this Addendum by Philips, Customer shall provide Philips with written notice of such breach in sufficient detail to enable Philips to understand the specific nature of the breach, and provide Philips with at least 30 days to cure such breach. Customer shall be entitled to terminate the Underlying Contract associated with such breach if, after Customer provides the notice to Philips, Philips fails to cure the breach within a reasonable time period specified by Customer in such notice; provided, however, that such time period specified by Customer shall be based on the nature of the breach involved, and shall not be less than 30 days. If Customer determines that Business Associate has breached the terms of this Addendum and such breach has not been cured, but Customer determines that termination of the Underlying Contract(s) is not feasible, Customer may report such breach to the U.S. Department of Health and Human Services.
- 5.3. **Effect of Termination.** Upon termination of this Addendum for any reason, Philips, with respect to PHI received from Customer, or created, maintained, or received by Philips on behalf of Customer, shall:
 - (a) Retain only that PHI which is necessary for Philips to continue its proper management and administration or to carry out its legal responsibilities;
 - (b) Return to Customer or destroy the remaining PHI that Philips still maintains, if it is feasible to do so;
 - (c) Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to ePHI to prevent use or disclosure of the PHI, other than as provided for in this Section, for as long as Philips retains the PHI;
 - (d) Not use or disclose the PHI retained by Philips other than for the purposes for which such PHI was retained and subject to the same conditions set out in this Addendum which applied prior to termination; and
 - (e) Return to Customer or destroy the PHI retained by Philips when it is no longer needed by Philips for its proper management and administration or to carry out its legal responsibilities.
- 5.4. **Survival.** The obligations of Business Associate under this Section 5 shall survive the termination of this Addendum.

Section 6. MISCELLANEOUS

- 6.1. **Amendment.** The Parties agree to take such action as is necessary -- and negotiating in good faith appropriate -- to amend this Addendum from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.
- 6.2. **No Third Party Beneficiaries.** Nothing in this Addendum shall confer upon any person other than the Parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 6.3. **Interpretation.** The terms of this Addendum shall prevail in the case of any conflict with the terms of any Underlying Contract to the extent necessary to allow Customer to comply with the HIPAA Rules. The bracketed citations to the HIPAA Rules in several paragraphs of this Addendum are for reference only and shall not be relevant in interpreting any provision of this Addendum.

