

SUBSCRIPTION TERMS

Philips North America LLC (“Philips”) provides Subscription Service to [Customer Name] located at [Address] (“Subscriber”) according to these terms (the “Agreement”). This Agreement incorporates the following documents: (i) the Service Description that describes the Subscription the Customer is purchasing and the applicable fees, and which is attached hereto as Schedule A (the “Service Description”), (ii) the Data Protection Schedule attached hereto and (iii) any other document that the parties agree in writing shall be part of this Agreement. The term “Subscription Agreement” or “Agreement” in any of these documents refers collectively to all of the documents outlined above. This Agreement will take effect as of the last dated signature below (the “Effective Date”).

1. SUBSCRIPTION SERVICE

a. Subscription Term. The initial Subscription Term is specified on the Service Description and after the initial Subscription Term, the Subscription can be renewed for an additional term specified at that time for the current Subscription Service and Users, unless terminated according to Section 5 below or mutually agreed otherwise by the parties.

b. Subscription Service. Philips will provide Subscriber access to use the Subscription Service according to the Service Description during the Subscription Term. 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.

c. 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. The parties will use reasonable commercial efforts to meet the Target Start Date to implement Subscription Service, Users, or changes to Subscription Service. If Philips delays a Target Start Date, Philips will notify Subscriber of a revised Target Start Date. If Subscriber delays a Target Start Date, Subscriber will reimburse Philips for the actual cost Philips determines it is unable to mitigate with reasonable commercial effort. If Subscriber wants to permit its records management partner to access the Subscription Service on Subscriber’s behalf and access Subscriber Data, then that Subscriber must send the records management partner a registration letter known as a “Welcome Letter” provided by Philips to allow the records management partner access.

d. 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 (“Subscription”). Subscriber is responsible for its use of and results from Subscription Service and will use Subscription Service according to Philips’ policies, Documentation and these terms.

e. Data Storage. Philips will provide Subscriber Data storage according to the Service Description.

f. Location. If Subscription Service noted as restricted by Subscriber site on the Service Description, only Subscriber’s Users at a specified site are permitted to access and use the Subscription Service.

g. Additions. The parties may execute additional Service Descriptions to add Subscriptions, data storage capacity, upgrades, and Users. Philips is not obligated to provide access to a Subscription Service for any other applications, workflows, processes or functionality not explicitly identified in a Service Description. The Subscription Term for any additions to an Application or a Subscription will be coterminous with the Subscription Term already in effect, unless expressly noted otherwise.

h. Support. Subscription Service includes email and telephone support according to Philips’ current global support policies for Subscriber’s geography and these terms:

- i. 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 provide User IDs to Philips for electronic access to test a problem condition or assist in problem resolution. Support may address but not resolve minor or partial loss of functionality, intermittent problems or minor degradation of operations.
- ii. Philips Field Sales organization or its appointed distributor provides telephone and email support for Subscription Service as follows: use commercially reasonable efforts to timely respond to support requests according to Philips’ support policy for Subscriber’s geography, as applicable, or if Subscriber is receiving support from Philips’ appointed distributor, as is specified in Subscriber’s independent agreement with such distributor. 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 without notice if Philips reasonably determines that not acting immediately could be harmful to Philips or Subscriber. Philips will make every reasonable effort to contact the Technical Contact listed as Administrator within an organization’s account prior to any scheduled downtime.
- iii. 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 between Subscriber’s network and Subscription Service or Philips’ network, or any other network unavailability outside of the Philips network; or (8) training questions or Subscriber’s use of Subscription Service; (9) acts or omissions of a party other than Philips.
- iv. **Formal communication** including but not limited to reporting, documentation and emails will be done in (US) English, unless otherwise agreed.
In the event unplanned Subscription Service downtime occurs, Philips will send an email to the Subscriber’s Administrators listed as Technical Contact. When service is restored, an “all-ok” message is sent.
- i. **Training.** Philips will provide prerecorded training on (i) the use of the Subscription Service and (ii) uploading data from devices to the Subscription Service. Training and on-site support service may be available according to Philips’ current policies and rates.

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2. SUBSCRIBER RESPONSIBILITIES

a. Subscriber will:

- i. be responsible for its activity through Subscription Service and ensure Users comply with these terms;
- ii. use current Subscription Service and any updates according to the Documentation and these terms;
- iii. be responsible for the accuracy, quality, legality, integrity, ownership, backup and acquisition of Subscriber Data;
- iv. prevent unauthorized access to Subscription Service, Subscriber User credentials, IDs and passwords;
- v. comply with laws and regulations in using Subscription Service, including data privacy, transmission of technical or personal data, and spam;
- vi. notify Philips immediately of unauthorized access to, or known or suspected breach of security for, Subscription Service, and use reasonable efforts to immediately stop unauthorized access or a known or suspected violation of law or these terms;
- vii. 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
- viii. ensure that Users are adequately trained to use Subscription Service.

b. Subscriber will not:

- i. make Subscription Service, or Documentation available other than to its Users, sell, resell, rent, lease or sublicense Subscription Service¹, Documentation, or use Subscription Service to provide time share or other services to third parties;
- ii. permit a third party to access Subscription Service, Documentation;
- iii. create derivative works based on Subscription Service, or Documentation,
- iv. 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;
- v. reverse engineer Subscription Service;
- vi. 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;
- vii. use Subscription Service to store or transmit infringing, libelous, or unlawful or tortious material or transmit material in violation of privacy rights;
- viii. alter copyright or other proprietary rights notices; or
- ix. 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

a. Processing. Philips will use and process Subscriber Data to the extent necessary for the performance of the Subscription and/or Professional Services. Philips and Subscriber acknowledge that Subscriber Data may contain Personal Data, as that term is defined in article 4 (1) Regulation (EU) 2016/679. Accordingly, Philips and Subscriber agree that such Personal Data will be processed in accordance with the Privacy and Data Protection Schedule, attached hereto and hereby incorporated in this Agreement. Philips will also collect Subscriber Data that results

from the performance of the Subscription Service and the HeartStart Intrepid monitor/defibrillator, including data related to any error, issue, enhancement or operation of the Services or Device, 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. The forgoing notwithstanding, Subscriber acknowledges that applicable medical device regulations may also require Philips to collect personally identifiable information for post-market surveillance purposes, and such data will be processed, stored and disclosed by Philips solely for such purpose.

b. Anonymize/de-identify. Customer grants Philips permission to de-identify or anonymize any and all health Information that Philips receives or has access to in connection with its activities contemplated in the Agreement (the "De-Identified Data"). To the extent any resulting analyses, compilations, inventions, or other works made using the De-identified Data constitute Intellectual Property, Philips shall have exclusive ownership thereof.

c. 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.

d. Protection. Philips will maintain commercially reasonable administrative, physical, and technical safeguards for protection of Subscription Service that includes Subscriber Data. 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 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.

i. Backup of Data. Philips will back up a copy of all customer data. Backups are performed automatically daily. Backup retention is set to 30 days. In case of loss of data from the production instance, Philips can restore the data to each day in the prior 30 days preceding the loss of data.

ii. Backup of Database. Philips shall automatically back up the database once per day and retain for a minimum of 30 days. This means that there are always 30 backups of the last 30 days preceding the data loss.

iii. Disaster Recovery Warranty. In the event of a loss of data Philips will use reasonable efforts to restore the most recent backup within 96 hours of notice of a loss of data. Philips will use reasonable efforts to make each additional stack available in 96-hour increments thereafter until all data is available.

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- iv. **Third Party API Access.** Philips may, at Subscriber's request, make Subscriber Data processed by Subscription Service available to Subscriber's third party records management organization via web API. Subscriber acknowledges and agrees that Subscriber requests access for, and Philips makes such Subscriber Data available to, third parties at Subscriber's sole and exclusive risk. Subscriber further agrees to indemnify and defend Philips against any claim brought by a third party and arising out of Subscriber's request to make Subscriber Data available to a third party, or otherwise attributable to the actions or inactions of the third party to whom data was provided.
- e. **Termination.** Philips may withhold, remove or discard Subscriber Data without notice upon termination of this Agreement. No later than 10 days following the date a Subscription ends, Subscriber will provide to Philips a written request regarding Subscriber Data return or disposition. Philips will provide a Service Description to Subscriber specifying the service available and related Fee to fulfill Subscriber's request. If Philips does not receive the written request within 10 days, or Subscriber does not order the services upon receipt of the Subscription Services Philips may, in its sole discretion, delete Subscriber Data.
- f. **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.

4. FEES AND PAYMENT

- a. **Refunds and Cancellation.** Fees are: (i) nonrefundable; (ii) not decreased during the Subscription Term based on actual User or data storage usage; and (iii) not cancelable for the Subscription Term.
- b. **Subscription Fee.** A Subscription Fee is due for a Subscription Term from the Start Date to be set as the first of the month after the signing of the contract, and is payable in advance either annually, or monthly on the first day of each calendar month, according to the Service Description. Fees for Subscription Term renewals and Users or Subscriptions added during a Subscription Term will be: (i) at Philips's current standard price, due beginning on the Start Date for the Subscription Term renewal or added Users or Subscriptions; and (ii) charged for the full calendar month in which Users or Subscriptions are added, and coterminous for the remainder of the Subscription Term.
- c. **Data Storage Fee.** Subscriber will pay Philips's current data storage Fees monthly for data storage ordered or used by Subscriber that is not included in a Subscription Fee. When a Subscription Term ends, Subscriber will continue to pay, and monthly Subscription Fees and data storage Fees will continue to accrue, as long as Philips stores Subscriber Data.
- d. **Implementation or Configuration Fee.** A Subscription may require a one-time set up Fee or other implementation or configuration Fee, as specified on the Service Description.
- e. **Variable Use Fees.** A Subscription may require transaction, usage or other capacity based Fees in addition to the Subscription Fee. Subscriber will pay Philips's current Fees monthly for transactions, usage or capacity ordered or used by Subscriber that are not included in a Subscription Fee.
- f. **Taxes.** Fees do not include taxes. Subscriber will pay all sales, use, customs, excise, value added and other taxes imposed upon the purchase, sale, license or use of Subscription Service

("Tax"), regardless whether the Tax is included in the invoice Philips sends to Customer, except taxes on Philips's net income. Fees payable by Subscriber will not be reduced by any Tax and Subscriber will pay invoiced Fees and Tax, or Subscriber will provide a tax exemption certificate or tax payment receipt prior to Philips's delivery of Subscription Service, or proof of payment for Tax within 30 days from invoice date.

- g. **Verification.** Within 15 days of Philips's request, on an agreed date, Subscriber will provide access to its records and operations to enable Philips to verify Subscriber's compliance with the Agreement. Within 15 days of invoice date, Subscriber will pay additional Fees due for Subscriptions or Users Philips determines are in excess of Subscription Service purchased, including Fees in arrears and Philips's expenses.
- h. **Termination.** All outstanding Fees and payments are due immediately upon termination of Subscription Service or the Agreement, including Fees for the balance of a Subscription Term if Subscription Service is terminated at any time.

5. SUBSCRIPTION SERVICE TERMINATION

- a. Either party may opt not to renew a Subscription Service by providing written termination notice at least 90 days prior to the end of the current Subscription Term.
- b. Philips may suspend or terminate Subscription Service with 30 days written notice if Subscriber breaches its obligations including timely payment, or without notice if Philips has a good faith belief that: (i) Subscriber is using Subscription Service for illegal purposes; (ii) the integrity or security of Subscription Service is threatened; (iii) it is necessary to prevent fraud or harm to Philips or Subscriber; (iv) Subscriber has or will breach its confidentiality obligations, infringe Philips's Intellectual Property rights, or assign or transfer its rights or obligations without consent; or (v) it is required by law.
- c. Subscriber may terminate Subscription Service with 30 days written notice, subject to a right to cure, if Philips materially breaches its obligations under Section 6.a.
- d. 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.
- e. This Agreement will terminate automatically upon termination or expiration of all Subscription Terms.

6. LIMITED WARRANTY

- a. **Warranty.** Philips warrants that Application functionality of Subscription Service will perform substantially according to Philips' technical specifications provided in the Service Description when used according to the Documentation, and Philips will provide Subscription Service in a commercially reasonable manner consistent with general industry standards that apply to similar subscription services ("**Warranty**").
- b. **Remedy.** Subscriber must submit a support request to Philips according to Section 1(h) for a Warranty claim promptly upon the occurrence of the problem, and Philips will provide support service as specified.
- c. **DISCLAIMER.** EXCEPT AS SET FORTH IN SECTIONS 6(a) AND (b) ABOVE, PHILIPS, ITS AFFILIATES AND LICENSORS DISCLAIM ALL OTHER REPRESENTATIONS, WARRANTIES AND GUARANTEES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, FOR SUBSCRIPTION SERVICE AND DOCUMENTATION, THEIR USE, SUFFICIENCY, SECURITY,

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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 WILL BE UNINTERRUPTED OR ERROR-FREE, OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM, OR DATA; (iii) THE INFORMATION, RESULTS OR MATERIAL OBTAINED BY SUBSCRIBER THROUGH SUBSCRIPTION SERVICE WILL MEET SUBSCRIBER'S REQUIREMENTS OR EXPECTATIONS; (iv) ERRORS OR DEFECTS WILL BE CORRECTED; OR (v) SUBSCRIPTION SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. OTHER THAN AS SPECIFIED IN SECTION 6(a) ABOVE, PHILIPS PROVIDES SUBSCRIPTION SERVICE, 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 6 AND SECTION 7(c) SPECIFY PHILIPS'S SOLE LIABILITY AND SUBSCRIBER'S EXCLUSIVE REMEDY FOR A SUBSCRIPTION SERVICE, OR DOCUMENTATION WARRANTY CLAIM.

7. LIMITATION OF LIABILITY

- a. 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.
- b. 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 9(a) AND (c)
- c. 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, 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 9 SPECIFIES PHILIPS'S SOLE LIABILITY AND SUBSCRIBER'S EXCLUSIVE REMEDY FOR A CLAIM BROUGHT AGAINST PHILIPS.

8. INTELLECTUAL PROPERTY OWNERSHIP

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

9. INTELLECTUAL PROPERTY INFRINGEMENT INDEMNIFICATION

- a. Subscriber will defend, at its expense, a third party claim against Philips (1) that any product, information, data, specification, or material provided by Subscriber, or Subscriber's use of Subscription Service, violates the law or infringes another party's Intellectual Property or privacy rights, other than a Claim for which for which Philips is responsible according to Section 9.a above, or (2) arising from Subscriber's failure to comply with the terms of the Agreement, including breach of any representation or warranty included herein.
- b. Subscriber will indemnify Philips for any damages arising from a claim described in Section 9(a), or for or amounts agreed as, settlement of the claim, provided (1) Philips notifies Subscriber promptly in writing of the claim, (2) Subscriber has sole control over the defense or settlement, and (3) Philips cooperates with Subscriber, providing all documents and information in Philips' possession relevant to the claim, and Philips makes personnel available to testify or consult with Subscriber as reasonably needed.
- c. **Assumption of Defense.** If Subscriber fails to defend or settle a claim according to this Section 9 in a timely manner, Philips may assume defense of the claim at Subscriber's expense, and the indemnifying party will reasonably cooperate. Neither party may make an admission of fault on behalf of the other party without written consent, or agree to the settlement of a claim binding the other party that does not contain a full release of liability for the other party, without written consent.

10. CONFIDENTIALITY

- a. **Confidential Information.** Whether or not disclosed orally or marked as confidential, Confidential Information includes the Agreement, Order Forms, Subscription Service, non-public data, Intellectual Property, and Philips's proposals, specifications, manuals, product or Application roadmaps, financial data, pricing, and benchmark test results. Confidential Information does not include information that is: (i) publicly available without breach of the Agreement; (ii) 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 (iii) 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.
- b. **Non-disclosure.** Receiving party will use disclosing party's Confidential Information solely to perform its obligations under the Agreement. Receiving party will take commercially

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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.

11. MISCELLANEOUS

- a. Agreement.** This Subscription Agreement, the Professional Services Terms (if applicable) and any Service Descriptions 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. Inconsistent terms of Subscriber's purchase order are excluded regardless of Philips accepting the purchase order for payment purposes. If any Subscriber Agreement term is illegal, invalid, or unenforceable, the other terms remain in full force and effect and any term that is intended to survive the Subscriber Agreement termination will survive.
- b. 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.
- c. 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.
- d. Governing Law.** Washington laws govern the Subscription Agreement, the parties' performance, rights and obligations, excluding conflicts of law principles that would apply the law of another jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods and Uniform Computer Information Transaction Act, as adopted, do not apply.
- e. 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 Subscription Service to or in a country other than the country in which 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 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 Subscription Service immediately if Philips

determines, in its sole discretion, that Subscriber has breached, intends to breach, or insists upon breaching these terms.

- f. Language.** The parties agree that the Agreement and all related documents are in English.
- g. 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.
- h. Non-Solicitation.** For the Agreement term and 1 year after the termination date, without Philips' written consent, Subscriber will not, directly or indirectly, hire or solicit any Philips employee, former employee, or contractor (except as a result of a generally advertised recruiting solicitation), or attempt to or interfere with Philips' business.
- i. 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 1 business day after being sent by overnight courier or 3 business days after being sent by mail.

12. DEFINITIONS

- a. 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.
- b. Confidential Information** means information, in any form or medium, that is proprietary and confidential to a party and is marked as confidential, or not marked but by its nature or treatment by its owner should reasonably be considered to be confidential.
- c. Day** means calendar day unless business day is specified.
- d. Documentation** means Philips' current published technical specifications for Applications available as Subscription Service.
- e. Fee** means Philips' prices charged for Subscriptions, data storage and related services specified in the Services Description.
- f. 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.
- g. Professional Services** means Philips' time and materials provided for consulting services such as standard installation, integration, application development, or configuration services.
- h. Start Date** means the date a Subscription Service is available for Subscriber's use.
- i. Subscriber Data** means any information and data that Subscriber transmits or processes through Subscription Service.
- j. Subscription Service** means a Philips Application and Documentation made available as a service by Subscription.
- k. Subscription Term** means a period beginning on a Start Date during which Philips will provide Subscription Service to Subscriber.
- l. Target Start Date** means the planned Start Date for Subscription Service to be activated for Subscriber.
- m. User** Named User authorized by Subscriber to use Subscription Service for Subscriber's internal business purposes.

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The parties each understand and are bound by these terms. This is not a consumer agreement. The parties consent to electronic signature and the Agreement may not be invalidated on the basis that the documents and signatures were electronically provided.

Philips North America LLC

Customer

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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Schedule A—Service Description

1. APPLICATIONS

Subscriber will have access to the applications below. (sales include those required)

860443 Philips Emergency Care Event Review: The Emergency Care Event Review application enables the transfer of data from the HeartStart Intrepid monitor/defibrillator to the Emergency Care Informatics cloud. It also enables the subscriber to view clinical data from the device in the Emergency Care Informatics cloud from most popular browsers as well as the creation of pre-configured reports.

867126 Philips Emergency Care Patient Care Reporting: The subscriber will be given an account to access the Emergency Care Patient Care Reporting Administration tools to manage their HeartStart Intrepid service level password reset or to use this account to connect records management services.

2. SUBSCRIPTION TERM

Subscription terms begin on the first of the month after the signing of the contract. Subscriber agrees to the following subscription terms (Distributor would fill with term customer requests from this list)

NOTE: PRICING IS DETERMINED BY SALES REP AND STORAGE IS UPGRADEABLE WITH F OPTIONS

Product	860443	Emergency Care Event Review	Device Tier	Cost	Emergency Care Event Review	Storage Cap
Option	A01	A01 1-5 Devices Qtrly	1-5 devices	€	Quarterly Contract	1,000 cases
Option	A02	A02 5-9 Devices Qtrly	5-9 devices	€	Quarterly Contract	2,000 cases
Option	A03	A03 10-39 Devices Qtrly	10-39 devices	€	Quarterly Contract	8,000 cases
Option	A04	A04 40-99 Devices Qtrly	40-99 devices	€	Quarterly Contract	20,000 cases
Option	A05	A05 100-300 Devices Qtrly	100-300 devices	€	Quarterly Contract	30,000 cases
Option	A06	A06 300+ Devices Quarterly	300+ devices	€	Quarterly Contract	60,000 cases
Option	B01	B01 1-5 Devices 2 yr	1-5 devices	€	2 yr PoS Contract	1,000 cases
Option	B02	B02 5-9 Devices 2 yr	5-9 devices	€	2 yr PoS Contract	2,000 cases
Option	B03	B03 10-39 Devices 2 yr	10-39 devices	€	2 yr PoS Contract	8,000 cases
Option	B04	B04 40-99 Devices 2 yr	40-99 devices	€	2 yr PoS Contract	20,000 cases
Option	B05	B05 100-300 Devices 2 yr	100-300 devices	€	2 yr PoS Contract	30,000 cases
Option	B06	B06 300+ Devices 2 yr	300+ devices	€	2 yr PoS Contract	60,000 cases
Option	C01	C01 1-5 Devices 4 yr	1-5 devices	€	4 yr PoS Contract	1,000 cases
Option	C02	C02 5-9 Devices 4 yr	5-9 devices	€	4 yr PoS Contract	2,000 cases
Option	C03	C03 10-39 Devices 4 yr	10-39 devices	€	4 yr PoS Contract	8,000 cases
Option	C04	C04 40-99 Devices 4 yr	40-99 devices	€	4 yr PoS Contract	20,000 cases
Option	C05	C05 100-300 Devices 4 yr	100-300 devices	€	4 yr PoS Contract	30,000 cases

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Option	C06	C06 300+ Devices 4 yr	300+ devices	€	4 yr PoS Contract	60,000 cases
Option	D01	D01 1-5 Devices 7 yr	1-5 devices	€	7 yr PoS Contract	1,000 cases
Option	D02	D02 5-9 Devices 7 yr	5-9 devices	€	7 yr PoS Contract	2,000 cases
Option	D03	D03 10-39 Devices 7 yr	10-39 devices	€	7 yr PoS Contract	8,000 cases
Option	D04	D04 40-99 Devices 7 yr	40-99 devices	€	7 yr PoS Contract	20,000 cases
Option	D05	D05 100-300 Devices 7 yr	100-300 devices	€	7 yr PoS Contract	30,000 cases
Option	D06	D06 300+ Devices 7 yr	300+ devices	€	7 yr PoS Contract	60,000 cases
Option	F01	F01 STORAGE 1-5 Dvc 1 yr	1-5 devices	€	1 yr PoS Contract	1,000 cases
Option	F02	F02 STORAGE 5-9 Dvc 1 yr	5-9 devices	€	1 yr PoS Contract	2,000 cases
Option	F03	F03 STORAGE 10-39 Dvc 1 yr	10-39 devices	€	1 yr PoS Contract	8,000 cases
Option	F04	F04 STORAGE 40-99 Dvc 1 yr	40-99 devices	€	1 yr PoS Contract	20,000 cases
Option	F05	F05 STORAGE 100-300 Dvc 1 yr	100-300 devices	€	1 yr PoS Contract	30,000 cases
Option	F06	F06 STORAGE 300+ Dvc 1 yr	300+ devices	€	1 yr PoS Contract	60,000 cases
Option	G01	G01 ISC 1-5 Devices 1 yr	1-5 devices	€	1 yr PoS Contract	1,000 cases
Option	G02	G02 ISC 5-9 Devices 1 yr	5-9 devices	€	1 yr PoS Contract	2,000 cases
Option	G03	G03 ISC 10-39 Devices 1 yr	10-39 devices	€	1 yr PoS Contract	8,000 cases
Option	G04	G04 ISC 40-99 Devices 1 yr	40-99 devices	€	1 yr PoS Contract	20,000 cases
Option	G05	G05 ISC 100-300 Devices 1 yr	100-300 devices	€	1 yr PoS Contract	30,000 cases
Option	G06	G06 ISC 300+ Devices 1 yr	300+ devices	€	1 yr PoS Contract	60,000 cases
Option	E01	E01 Event Review 90 day trial	N/A	N/A	N/A	N/A
Product	867126	Emergency Care Patient Care Reporting	N/A	N/A	Emergency Care Patient Care Reporting	N/A
Option	A01	API Integration – 8hrs support	N/A	N/A	API Integration	N/A

SUBSCRIPTION TERMS