

Philips Healthcare, a division of Philips North America LLC third party pass through terms:

References to "End User" and "Customer" shall mean Netsmart's client who has licensed the software/services.

1. These terms also comprise the following terms:
 - 1.1. THE NETWORK ACCESS TERMS- EXHIBIT 4-A
 - 1.2. THE CELLULAR SERVICE TERMS - EXHIBIT 4-B
 - 1.3. THE THIRD-PARTY FLOW-THROUGH TERMS - EXHIBIT 4-C
2. **Definitions.**
 - 2.1. "**Customer Activities**" means the activities that Customer will perform related to its use of the Subscription Service including transfers of data between Patients and Customer, managing patient care, communicating with patients, and monitoring patient well-being.
 - 2.2. "**Equipment**" with respect to these terms, mean the devices, including but not limited to tablets, peripherals, accessories, supplies, parts, and any other hardware made available by Distributor to Customer for purchase, rental and/or use under this Agreement with the Subscription Service.
 - 2.3. "**End User**" means alternately: a patient, resident, or insured to whom Customer makes the Subscription Service available for purposes of care coordination, or an employee of Customer authorized by Customer to use the Services for Customer internal operations, which may include providing care coordination to patients, residents or insureds of Customer
3. **Support Services.** Support service for Subscription Service are provided in accordance with Section 5.
4. **Remote Patient Monitoring Support.** Philips will provide email and telephone support to Customer concerning the Customer's use of the CUI and/or PUI, and managing the Customer's data obtained from devices. These support services include:
 - 4.1. Clinical Transformation Service. During implementation, Philips will assist Customer with the clinical transformation necessary to deploy the telehealth solution. This includes setting up an initial schedule of protocols and surveys to be delivered to targeted End Users. Customers can use surveys from the Philips library of general health assessment and educational surveys. If the customer wants assistance to create their own surveys we can scope the services for a fee.
 - 4.2. Support Coverage. Philips will provide support coverage during the following business times : 8:00AM- 6:00PM Eastern Time, Monday through Friday, for live answers;
 - 4.3. After-hours support is provided for Severe issues from 6:00 p.m. to 8:00p.m., Eastern Standard Time, Monday through Friday and from 9:00 a.m. to 5:00 p.m. on Saturdays and Sundays with a 1 hour callback (for Severe issues);
 - 4.4. A toll-free dial in line for support is also available at (866)-246-7316.
 - 4.5. Process to Contact Support.
 - 4.5.1. For URGENT issues, call Support team at: 866-246-7316
 - 4.5.2. For non-urgent issues, log into the Zendesk Support site and submit inquiry:
 - 4.5.3. URL: <http://philipsphm.zendesk.com/>
 - 4.5.4. Registration and step by step instructions will be distributed separately
 - 4.5.5. You can also email support@philipsrpm.zendesk.com
 - 4.5.6. The project team will go through what to submit in a case and such at the end of the project.
 - 4.5.7. **After hours are for emergencies only: Call support number, leave a message, and someone will return your call within one hour**

4.6. **Escalation.** Escalation of a given support issue will be as follows:

| FIGURE | | Philips' Response |
|---------------------------------|---|--|
| Classification Severe | Defined as An issue is Severe if any of the following are true: Clinical users are unable to use key functions of the Clinical Application or access to application is not available. All patients are unable to use key functions of the Devices due to a system issue. Data in the database is found to be compromised. | For requests made during normal business hours: Philips will respond within one (1) business hour to acknowledge that it is aware of an urgent priority issue. Within four (4) business hours, Philips will provide each such urgent priority issue with a reasonable plan for resolving it. |
| Moderate | If an issue is not Severe, it is classified Moderate if any of the following are true: A minor function of the Solution is not available, or The system is not functioning according to specification. | Philips will respond within one (1) business day to acknowledge that it is aware of a non-urgent issue. Philips will use commercially reasonable efforts to resolve non-urgent issues within the target time frame of five (5) business days from discovery or receipt of notice. Philips does not in any guarantee however that issues will be resolved in this timeframe however. |
| Mild | Otherwise, the issue is classified as Mild - an issue that has an insignificant effect on the ability to manage patients with the Solution. The issue may be logged as one of the following: Minor bug fix not significantly affecting functionality, Enhancement request, or General suggestion. | Philips will enter mild issues into its issue tracking system. For those issues that qualify as issues to be fixed, the fix will be incorporated into scheduled releases of Program Element(s) according to Philips' schedules. Enhancement requests will be reviewed and considered for inclusion in future releases. |

5. **Training.**

- 5.1. Customer is required to take Philips-supplied training with respect to use of the Subscription Service prior to implementation of Subscription Service.
- 5.2. **In-Person Training.** Philips will provide in-person training at the Customer's site as part of the initial installation. Philips uses a train-the-trainer approach so that each Customer staff member who attends the Philips training may be able to train Customer staff members or other staff members as needed (each such Philips-trained Customer staff member is a "Super User"). Philips will provide training materials to Super Users that Super Users can use in their training of Customer staff members.
- 5.3. **Customer Obligations.** At all times during the Subscription Term, Customer must:
 - 5.3.1. Have at least two (2) Super Users who can train Customer staff members who are using the CUI;
 - 5.3.2. Cover the cost of travel and travel-related expenses (e.g. airfare, lodging, meals, etc.) for Philips staff members conducting training
 - 5.3.3. Provide suitable facilities for the training;
 - 5.3.4. In the event of cancellation of any training session, give at least two (2) weeks' notice to Philips of the cancellation. Customer will reimburse Philips for any travel and travel-related expenses that Philips incurs as a result of any training cancellation and will pay the entire fee for any training session cancelled with less than two (2) weeks' notice.
- 5.4. **Remote Training.** At Philips' discretion, Philips will provide training materials via web conferences, etc.).
- 6. **Network Access.** Customer access to the Philips network, if provided, is pursuant to the NETWORK ACCESS TERMS. Cellular service, when enabled on a Tablet or Measurement Hub and when necessary to access the Philips network, is provided pursuant to the CELLULAR SERVICE TERMS.

7. **Credentials.** Customer will implement reasonable controls to ensure that Subscription Service is accessed and used only by End Users with appropriate credentials. Customer will be solely responsible for issuing or managing all credentials to End Users, and Philips will have no liability to Customer or any End User with respect to Customer's acts or omissions with respect to credential management.
8. **Service Termination.** In addition to the termination provisions of any agreement between Distributor and Customer, Philips may terminate Customer's or its End Users access to the Subscription Service, in the event of the following:
 - 8.1. **Service Termination for License Violation.** If Customer discovers that an End User has, by its action or inaction, allowed a violation of the Software license terms, then Customer will immediately inform Philips thereof. Philips may, in such event, terminate the applicable Software license with respect to such End User, and de-install Equipment in the End User's possession. Customer will provide reasonable assistance to Philips to remove Equipment from the End User's location.
 - 8.2. **Service Termination for Abusive Behavior.** If an End User is abusing the Equipment, Subscription Service or is abusive to a Philips representative, such that Philips, in its good faith and reasonable belief, determines that such behavior is harmful to the Equipment or a representative, then Philips will inform Customer and will have the right to terminate provision of Equipment and Subscription Service to that particular End User.
9. **Supported Software and Equipment Versions.**
 - 9.1. **Hardware & Software Revision Levels.** Customer must maintain all associated Equipment, and associated software, including firmware, and middleware at the required revision levels according to Philips' specifications. To receive software updates and upgrades, Customer must maintain all associated equipment to the then-current specification for the software updates or upgrades.
 - 9.2. **Upgrade.** To receive an upgrade, Customer must be in compliance with all terms and conditions of the Agreement with Distributor and the Software License, including the availability of Philips remote service capability and access to the licensed software by Philips personnel.
 - 9.3. **Service Exclusions.** In addition to the service exclusions set forth in the Schedule, the following exclusions apply to Subscription Service:
 - 9.3.1. Any combining of the Software with a non-qualified device. A "non-qualified device" is:
 - 9.3.2. Any product (hardware, firmware, software, or cabling) not supplied by Philips, whether used internal or external to products without Philips' approval. Examples include, software patches, security fixes, and service packs from the operating system, web browser, or database software manufacturer(s);
 - 9.3.3. Any product supplied by Philips that has been modified by the Customer or any third party not approved by Philips;
 - 9.3.4. Any Equipment in which the Customer does not allow Philips to incorporate engineering improvements; or
 - 9.3.5. Any Equipment or Software that has reached its "End of Life". "End of Life" means Software or Equipment that has surpassed the published end of support life date by the original equipment manufacturer.
 - 9.3.6. Operating system Software issues that manifest themselves in non-performance of another installed application not related to or intended to work together with the Subscription Service that affects use or performance of the Subscription Service.
 - 9.3.7. Any Customer network related problems.
10. **Software License.**
 - 10.1. **Software License Grant.** Software provided as part of the Subscription Service is licensed, not sold. Subject to Customer's compliance with the terms of the Agreement, Distributor grants to Customer a nonexclusive and non-transferable right and license to use any software provided as part of the Subscription Service during the applicable subscription term, solely for the purpose of utilizing the Subscription Service in accordance with these terms. Customer will return and/or delete the software and any authorized copies thereof to Philips immediately upon expiration or termination of this Agreement.
 - 10.2. This license does not include any right to use the Software for purposes other than for the purposes of utilizing the Subscription Service. Customer may make one copy of the Software in machine-readable form solely for backup purposes. Customer may not copy, reproduce, sell, assign, transfer, or sublicense the Software for any purpose without the prior written consent of Philips. Customer will not remove Philips' copyright notice or other identifying legends on such copies or reproductions. Customer will not (and will not allow any third party to) decompile, disassemble, or otherwise reverse engineer or attempt to reconstruct or discover the software by any means whatsoever.
 - 10.3. Customer agrees that only authorized End Users of Customer will use the software or have access to the software. In the event that Customer's patients will have access to the Software, Customer must pass on the provisions of this license in substantially the same form to those patients.

11. **Reverse Engineering.** Customer will not access the Subscription Service for the purposes of reverse engineering or building a competitive product.
12. **Device Statistic Information.** Philips may review communication and device statistics over the support phone line to assess proper functionality of Equipment in the home environment. This type of information will allow Philips to review device statistics such as: battery life, radio frequency, reliability and telecommunication status.
13. **Customer Data.** Customer represents and warrants that ii has either ownership or sufficient permission to provide Customer Data to Philips for processing as part of the Subscription Service, and that provision of Customer Data to Philips will not violate any law, or proprietary or privacy right of any individual or organization. Philips will maintain commercially reasonable administrative, physical, and technical safeguards for protection of Subscription Service which includes Customer Data. Customer acknowledges and agrees that 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.

Customer acknowledges that Customer's own protection of any passwords, access codes or equipment used by Customer to access the Subscription Service is an integral part of maintaining the security and integrity of the Subscription Service and Customer Data. Philips is not otherwise responsible for transmission of Customer Data over the Internet or Customer's failure to back up or store Customer Data, or deletion, correction, destruction, damage to or loss of Customer Data, other than to maintain the specified safeguards.

14. **No Practice of Medicine.** Customers understands and agrees that: (i) Philips and Netsmart are not engaged in the practice of medicine; (ii) that the Subscription Service is provided as an information tool only, not as a substitute for the professional judgment of a licensed healthcare provider diagnosing and treating patients; (iii) any interactions between a healthcare provider and patient is a relationship solely between the healthcare provider and the patient; and (iv) Philips and Netsmart will have no liability whatsoever for any acts or omissions of any End Users utilizing Subscription Service whether as a patient or a healthcare provider.
15. **Regulatory Issues.** Customer will report immediately (but in any event, within forty-eight (48) hours) to Philips or Distributor any event of which Customer becomes aware that suggests that the Subscription Service for any reason: (i) may have caused or contributed to a death or serious injury; or (ii) has malfunctioned and such malfunctions would be likely to cause or contribute to a death or serious injury if the malfunction were to occur again, and to report to Philips or Distributor all complaints received from customers regarding the identity, quality, performance, reliability, safety, or effectiveness of labels or instructions for use of the device or service. Customer will at all times comply with all applicable statutes, laws and regulations, as well as policies of any accreditation organization to which Customer is subject, relating to product recalls and medical device tracking.
16. **No Warranty.** CUSTOMER ACKNOWLEDGES AND AGREES THAT THE SUBSCRIPTION SERVICE IS PURCHASED FROM DISTRIBUTOR, NOT PHILIPS, AND THAT PHILIPS MAKES NO WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO WITH RESPECT TO THE SUBSCRIPTION SERVICE, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, PHILIPS DISCLAIMS ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO SUBSCRIPTION SERVICE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS.
17. **Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, PHILIPS WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES ANY INTERRUPTION OF BUSINESS OR OPERATIONS, COST OF COVER, GOODWILL, TOLL FRAUD, OR LOSS OF DATA, PROFITS, OR REVENUE, OR FAILURE OF A REMEDY TO ACHIEVE ITS ESSENTIAL PURPOSE. THE LIMITATIONS IN THIS SECTION WILL APPLY TO ANY DAMAGES, HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT, MISREPRESENTATION, NEGLIGENCE, THE USE OR PERFORMANCE OF SUBSCRIPTION SERVICE, OR OTHERWISE, AND REGARDLESS OF WHETHER THE DAMAGES WERE FORESEEABLE OR UNFORESEEABLE. IN NO EVENT WILL PHILIPS BE LIABLE FOR ANY AMOUNTS OR DAMAGES THAT EXCEED THE PRICE PAID BY CUSTOMER TO DISTRIBUTOR FOR THE SUBSCRIPTION SERVICE IN THE 12 MONTHS PRIOR TO THE DATE THE CLAIM FIRST AROSE.
18. **Indemnification.** TO THE EXTENT PERMISSIBLE BY LAW, CUSTOMER WILL INDEMNIFY AND DEFEND PHILIPS AND ITS AFFILIATES FROM ANY LIABILITY, SUIT, ACTION, CLAIM, DEMAND, LOSS, EXPENSE, OR COST MADE BY AN END USER OR ANY THIRD PARTY REGARDING: THE STANDARD OF MEDICAL CARE, MEDICAL TREATMENT, PROFESSIONAL MEDICAL SERVICES, OR MEDICAL MALPRACTICE RENDERED BY CUSTOMER TO AN END USER.
19. **Third Party Beneficiary.** Customer acknowledges and agrees that Philips is an intended third party beneficiary of this Agreement, and shall be entitled to enforce the terms hereof.

EXHIBIT 4-A NETWORK ACCESS TERMS

These Network Access Terms set forth additional terms and conditions governing Customer's access to Philips network as part of the Subscription Service.

1. GRANT OF ACCESS.

General. For the duration of the Term, Philips agrees to provide Customer with access to the Philips' network(s) that incorporate the telehealth software (the "Network") in order for Customer to perform Customer Activities. Customer shall have no right to access the Network or to perform Customer Activities through the Network except as expressly provided herein. Access to the Network may be provided directly by Philips or through its Affiliates or third party service providers.

Customer Responsibility. Except for those Products/Services expressly provided by Philips in this Agreement, Customer shall be solely responsible to provide and maintain, at its own cost, all equipment (such as computers and modems), software, applications and telecommunication services (such as telephone services) required for the Solution including effectively and reliably accessing the Network and performing the Customer Activities through the Network. Philips shall give Customer at least sixty (60) days' prior written notice of any material change in such requirements that could require an upgrade or similar change in Customer's equipment, software, applications or telecommunication services in order for Customer to continue to be able to perform Customer Activities through the Network. The Parties shall discuss in good faith any change in such requirements that Customer reasonably believes would require a significant investment by Customer. Notwithstanding any provision of the Agreement to the contrary, if Customer chooses not to make such investment and the Parties are unable to resolve the anticipated access problems to Customer's reasonable satisfaction, Customer may terminate the Agreement on thirty (30) days written notice to Philips effective as of the date specified in such notice.

Changes to Network. Philips may, in its discretion, make changes to the Network or the manner through which Customer Activities can be performed through the Network without notice. The Parties acknowledge and agree that any such changes to the Network or to the manner through which Customer Activities can be performed through the Network shall not in any way modify or diminish Philips' obligations under the Agreement and that Philips shall give Customer at least sixty (60) days' notice of any such change that will materially affect the manner in which Customer uses the Network or performs the Customer Activities.

Reliance by Philips. Notwithstanding anything to the contrary herein, Customer agrees that, for the purposes of this Agreement, Philips may rely and act on any messages or documents electronically transmitted or received from Customer or transactions executed by Customer through the telehealth software on the Network.

Authentication. In order to authenticate the identities of users who access or use the Network and for other purposes (if any), Philips may require Customer to use the digital certification services provided by a certificate authority designated by Philips. Philips reserves the right to change the designated certificate authority and/or change the digital certification services in such manner as it deems necessary or appropriate in its sole discretion. The use of such digital certification services shall be subject to Philips then-effective digital certificate terms; Philips reserves the right to change such digital certificate terms effective upon notice.

2. PROHIBITED CONDUCT.

General. Customer agrees not to use the Network to perform any business or activity which is prohibited by or would violate any applicable law, rule or regulation, and to perform the Customer Activities through the Network only in accordance with this Agreement.

Customer Obligations. Customer agrees not to knowingly: (i) use any device, software or technique to interfere or to take any action with or attempt to interfere with the proper working of the Network (including, without limitation, any action which imposes an unreasonable or disproportionately large load on the Network); (ii) post or transmit on, over or to the Network any material of any kind which is unlawful, fraudulent, harassing, defamatory, infringes or violates any third party intellectual property right or other proprietary right or which is otherwise inappropriate; or (iii) upload, post or e-mail or otherwise transmit on, over or to the Network any materials which contains any computer viruses, Trojan horses, worms, back doors, time bombs, drop dead device, or other computer programming code or routines that are designed to disable, damage, impair, detrimentally interfere with, surreptitiously intercept or expropriate any system, computer hard- or software, data, information or telecommunications equipment permit unauthorized access (collectively, "Harmful Code"). Customer agrees to promptly notify Philips if Customer becomes aware that such Harmful Code is detected in or transmitted to the Network.

3. NETWORK AVAILABILITY.

General. Philips shall use commercially reasonable efforts to provide access to the Network to Customer at all times. Philips does not guarantee that access to the Network will be available or that Customer Activities can be performed at any given time. Customer agrees that Customer shall be responsible for Customer's and its Affiliates' connections and communications to the Network and that neither Philips nor its Affiliates, nor its or their officers, employees or agents, shall have any liability or responsibility whatsoever for the failure of any such connection or communication services to provide or maintain access between Customer and its Affiliates and the Network or for any interruption or disruption of such access or any erroneous communication between the Network and Customer or its Affiliates or any consequent inability to perform the Customer Activities through the Network. Philips may take down the Network to conduct routine maintenance checks during established maintenance windows. If Philips schedules maintenance during its standard business hours and Philips anticipates that the Network will be down for more than five (5) minutes during such time, Philips shall contact the Customer one (1) business day prior to such scheduled maintenance. With sufficient notice, Philips may schedule downtime during non-business hours for upgrades and maintenance. Philips may change its maintenance window(s) at any time during the Term.

Accessing the Network. Customer may access the Network through any available internet connection regardless of how that connection is made whether it be wired or wireless (e.g. ethernet, WiFi, or cellular).

Public Internet. Each Party acknowledges that in accessing the Network or performing the Customer Activities through the Network, Customer may utilize the public internet ("Internet") and that, when using the Internet, Customer will be using media and a physical network not controlled,

maintained or provided by Philips or Customer. Neither Party accepts responsibility for any difficulty that Customer has in accessing the Network or performing the Customer Activities or any problems or failures associated with or caused by the Internet and neither Party will be responsible for the security or accuracy of Information or materials transmitted over the Internet.

4. SECURITY PROCEDURES

List of Users. Upon the request of Philips, Customer shall promptly provide Philips with a list of Customer users that Customer has permitted to have access to the Network, telehealth software ("Permitted Customer Users").

Security Procedures. Customer shall use commercially reasonable efforts to implement, maintain and comply with the security procedures, policies and requirements specified herein or otherwise specified by Philips from time to time, as reasonably necessary to protect the Network from unauthorized access. Customer shall maintain records that identify the persons who are Permitted Customer Users and the periods during which such persons are Permitted Customer Users, and shall maintain such records for a period of at least one (1) year.

Notification. Customer shall advise Philips promptly after Customer becomes aware of (a) any use of any login credentials that are not in accordance with the terms of this Agreement and (b) any act that compromises the security of the Network (e.g., in case a "back door" has been implemented). However, Customer shall remain responsible for any actions taken through the use of its computers.

Disabling of Access. Philips may, in its sole discretion, disable access to the Network or applicable portions thereof and notify Customer within twenty four (24) hours of the reason for disabling access, in the event Philips determines that Customer or anyone affiliated with Customer or using login credentials assigned by Customer (a) is not a Permitted Customer User, (b) is attempting or has attempted to interfere with or disrupt the Network or other users of the Network, including by uploading any harmful code, or (c) is attempting or has attempted to access any portion of the Network other than the telehealth software.

Suspension of Access. Notwithstanding anything to the contrary herein, Philips may at its absolute discretion on at any time and without prior notice to Customer, temporarily suspend, in whole or in part, access to the Network or the utilization of the Activities in the event Philips has reasonable grounds to believe that the security of the Network is threatened or compromised or to protect data or computer systems in case of emergencies, or to perform emergency maintenance; provided that access and the utilization of the Activities shall be restored in full as soon as reasonably possible.

EXHIBIT 4-B CELLULAR SERVICE TERMS

These Cellular Service Terms set forth additional terms and conditions governing Customer's use of cellular service as part of the Subscription Service.

1. Provision of Service. Subject to the terms and conditions of the Agreement, Philips shall provide Cellular Data Service (as defined in 4.S(b) below) to Customer to enable certain Devices to access the Network, telehealth software. The Parties recognize that Cellular Data Service is provided as an alternative to Customer's other means of accessing the Network identified on the subschedule and/or Service Description. Customer shall use the Cellular Data Service only in Devices designated by Philips to access the Network, telehealth software. Customer shall not resell the Cellular Service (or any component thereof) to any other Party.

2. Cellular Data Service Description. Philips shall take reasonable steps to make general packet radio service (GPRS) -type cellular carrier network services sometimes together with optional radius authentication and virtual private network (VPN) features (hereinafter, "Cellular Data Service") available to the Customer. Because cellular coverage can vary widely from location-to-location and Customer, not Philips, has control of where Devices will be located, Philips cannot and does not guarantee the availability of Cellular Data Service in any given location, address, or geographical area. Furthermore, the Customer acknowledges that Cellular Data Service is not guaranteed to be available in any given location and that lack of availability does not entitle the Customer to any reimbursements.

3. Cellular Data Service Carrier. Customer acknowledges that Philips, not Customer, contracts with a wireless cellular data service carrier ("Carrier") to provide the Cellular Data Service. Customer acknowledges and agrees that it has no contractual relationship with the Carrier, and is not a third party beneficiary of any agreement between Philips and the Carrier. The Carrier has no liability of any kind to Customer, whether for breach of contract or warranty, in connection with use, failure to use, or inability to use the Cellular Service. Customer has no property right in any number assigned to it or any Device, and Customer acknowledges that any such number can be changed at any time by Philips and/or the Carrier. Neither Philips nor the Carrier can guarantee the delivery, privacy or security of wireless transmissions to and from any Device via Cellular Data Service, and neither will be liable for any lack of privacy or security relating to the use of Cellular Data Service in connection with the Device.

4. Cellular Data Service Limitations. Customer acknowledges that the availability and use of the Cellular Data Service is subject to many limitations. The Cellular Data Service will not work if:

The time or data limits that are on the Cellular Service, and which were disclosed to Customer upon Customer's obtaining a cellular-enabled Device, have expired; the Device does not have sufficient electrical power (either battery or outlet); the Device is located outside the United States or is outside the operating range of the Carrier's wireless network; or there is wireless network interference due to atmospheric or topographical conditions, busy cells, capacity limitations, equipment problems, equipment maintenance, public utility failure, acts of war, government actions, terrorism, civil disturbances, system failures, including internet, computer, telecommunication or other system failures, and other factors and conditions.

5. Disclaimer. Philips does not guarantee the uninterrupted working of the Cellular Data Service or of any related third-party equipment or hardware, and shall not be liable to the Customer or another person or entity for any damages whatsoever and howsoever caused, including direct, indirect, incidental, consequential, exemplary or punitive damages or those resulting from defective third-party equipment or hardware, or resulting from failure to provide service due to Carrier's mistakes, omissions, interruptions, delays, errors in transmission, defects in transmission, failures or defects in service or third-party equipment or from the failure to transmit which is caused by acts of god, fire, explosion, war, terrorism, riots, strikes, lockouts, picketing, boycotts, acts of government authorities or by other causes beyond its control. Customer agrees that Philips shall have no liability for, or relating to the delay, failure, interruption or corruption of, any Cellular Service quality, or data transmitted while a Device is using, or attempting to use, the Cellular Service. Customer agrees that use of the Cellular Service is at its sole risk. Customer acknowledges and agrees that it has not relied on and is not entitled to the benefits of any representations, promises, descriptions of services, or other statement not specifically set forth in this Agreement.

6. Service Interruptions. Equipment used to provide the Cellular Data Service may from time to time require upgrading, modification, maintenance or other works. These may result in some or all of the Cellular Data Service becoming temporarily unavailable. In such cases, Philips and its third party suppliers shall do their best to provide alternative service and to keep the period of non-availability to a minimum. However, some interruption may be inevitable. Philips will also make best efforts to schedule the known future interruptions to start and end between 8:00 pm and 8:00 am ET.

7. Use in Compliance with Laws. Customer shall use the Cellular Data Service in accordance with all local and international laws regarding use of wireless cellular services and internet services and in particular shall not use the Cellular Data Services for any usage that may infringe on a third party's rights. Customer shall not use the Cellular Data Services for any fraudulent or unlawful purposes or for the sending of any communication which is of an unlawful nature. Customer shall not cause, nor knowingly allow others to cause, any nuisance, annoyance or inconvenience, whether to Philips or any of its customers and/or users, by any means including the use of the Cellular Data Services for persistently sending unsolicited communications without reasonable cause. Customer shall not knowingly act in a way which will impair the operation of the Cellular Data Services provided by Philips or services provided by any of Philips' third party providers or any part of those services, or knowingly put them in jeopardy.

8. Philips Rights. Customer agrees that Philips has the right to disable Cellular Service or otherwise block access to the Cellular Service if Customer (or anyone using the Cellular Data Service) are suspected of abuse or fraudulent activity. Abuse and fraudulent use of Cellular Data Service include, but are not limited to: (i) attempting or assisting another to access, alter, or interfere with the communications of and/or information about another Cellular Data Service customer; (ii) tampering with or making an unauthorized connection to the Device; (iii) installing any amplifiers, enhancers, repeaters, or other devices that modify the radio frequencies used to provide the Cellular Data Service; (iv) subscription fraud; (v) using Cellular Data Service in such a manner so as to interfere unreasonably with the use of the Cellular Data Service to interfere with Philips' ability to provide the Cellular Data Service.

EXHIBIT 4-C THIRD-PARTY FLOW-THROUGH TERMS

This Third-Party Flow-Through Terms document sets forth additional terms and conditions governing Customer's use of the clinical user interface as part of the Subscription Service.

1. DEFINITIONS

- (a) "**AppExchange**" means the online directory of on-demand applications that work with the Service, located at <http://www.appexchange.com> or at any successor websites.
- (b) "**Philips**" means Royal Philips .
- (c) "**Philips Application**" means the **eCareCoordinator Application** (and/or their successor applications) and any other applications that Philips provides to You that use the Platform.
- (d) "**Platform**" means the online, Web-based platform service provided by SFDC to Philips in connection with Philips' provision of the Philips Application(s) to You.
- (e) "**SFDC**" means salesforce.com.
- (f) "**SFDC Service**" means the online, Web-based application and platform service generally made available to the public via <http://www.salesforce.com> and/or other designated websites, including associated offline components but excluding Third-Party Applications.
- (g) "**Third-Party Applications**" means online, Web-based applications and offline software products that are provided by third parties, interoperate with the OEM Services or the SFDC Service, and are identified as third-party applications, including but not limited to those listed on the AppExchange.
- (h) "**Users**" means Your employees, representatives, consultants, contractors or agents who are authorized to use the Platform subject to the terms of this SFDC Service Agreement as a result of a subscription to the Philips Application having been purchased for such User, and have been supplied user identifications and passwords by You (or by SFDC or Philips at Your request).
- (i) "**You**" and "**Your**" means the Customer entity which has contracted to purchase subscriptions to use the Philips Application subject to the conditions of these Third-Party Flow-Through Terms, together with any other terms required by Philips.
- (j) "**Your Data**" means all electronic data or information submitted by You as and to the extent it resides in the Service.

2. USE OF SERVICE

- (a) **General.** Each User subscription to the Philips Application shall entitle one User to use the Platform via the Philips Application, subject to the terms of this SFDC Service Agreement, together with any other terms required by Philips. User subscriptions cannot be shared or used by more than one User (but may be reassigned from time to time to new Users who are replacing former Users who have terminated employment with You or otherwise changed job status or function and no longer require use of the Platform) . For clarity, Your subscription to use the Platform hereunder does not include a subscription to use the SFDC Service (i) generally or (ii) in connection with applications other than the Philips Application . If You wish to use the SFDC Service or any of its functionalities or services other than those included in the Philips Application, or to create or use additional custom objects beyond those which appear in the Philips Application in the form that it has been provided to You by Philips, visit www.salesforce.com to contract directly with SFDC for such services. In the event Your access to the Philips Application provides You with access to the SFDC Service generally or access to any Platform or SFDC Service functionality within it that is in excess to the functionality described in the Philips Application's user guide, and You have not separately subscribed under a written contract with SFDC for such access, then You agree to not access and use such functionality, and You agree that Your use of such functionality, or Your creation or use of additional custom objects in the Philips Application beyond that which appears in the Philips Application in the form that it has been provided to You by Philips, would be a material breach of these Third-Party Flow-Through Terms if, after receiving notice from Philips and/or SFDC, you do not discontinue such unauthorized use within thirty (30) days of such notice.
- (b) No Contract between You and SFDC. Notwithstanding any access You may have to the Platform or the SFDC Service via the Philips Application, Philips is the sole provider of the Philips Application . Consequently, You are entering into a contractual relationship solely with Philips and, subject to Section 14 (Third Party Beneficiary), are not entering into a direct contractual relationship with SFDC. In the event that Philips ceases operations or otherwise ceases or fails to provide the Philips Application, SFDC has no obligation hereunder to (a) provide the Philips Application to You, (b) refund to You any fees paid by You to Philips, or (c) assume Philips' relationship with You.
- (c) **Your Responsibility for Users.** You (i) are responsible for all activities occurring under Your User accounts; (ii) are responsible for the content of all Your Data; (iii) shall use commercially reasonable efforts to prevent unauthorized access to, or use of, the Platform and the SFDC Service, and shall notify Philips or SFDC promptly of any such unauthorized use You become aware of; and (iv) shall comply with all applicable local, state, federal and foreign laws and regulations in using the Platform and the SFDC Service.
- (d) **Proper Use.** You shall use the Platform and the SFDC Service solely for Your internal business purposes and shall not : (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Platform or the SFDC Service available to any third party, other than to Users or as otherwise contemplated by this SFDC Service Agreement; (ii) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (iii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material

that is harmful to children or violates third party privacy rights; (iv) send or store viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs; (v) interfere with or disrupt the integrity or performance of the Platform or the SFDC Service or the data contained therein; or (vi) attempt to gain unauthorized access to the Platform or the SFDC Service or its related systems or networks.

- (e) **Further Limitations.** You shall not (i) modify, copy or create derivative works based on the Platform or the SFDC Service; (ii) frame or mirror any content forming part of the Platform or the SFDC Service, other than on Your own intranets or otherwise for Your own internal business purposes; (iii) reverse engineer the Platform or the SFDC Service; or (iv) access the Platform or the SFDC Service in order to (A) build a competitive product or service, or (B) copy any features, functions or graphics of the Platform or the SFDC Service.
3. **THIRD-PARTY PROVIDERS.** Philips and other third-party providers, some of which may be listed on pages within SFDC's website and including providers of Third-Party Applications, offer products and services related to the Platform, the SFDC Service, and/or the Philips Application, including implementation, customization and other consulting services related to customers' use of the Platform and/or the SFDC Service, and applications (both offline and online) that interoperate with the Platform, SFDC Service, and/or the Philips Application, such as by exchanging data with the Platform, the SFDC Service, and/or the Philips Application, or by offering additional functionality within the user interface of the Platform, the SFDC Service, and/or the Philips Application through use of the Platform and/or SFDC Service's application programming interface. SFDC does not warrant any such third-party providers or any of their products or services, including but not limited to the Philips Application or any other product or service of Philips, whether or not such products or services are designated by SFDC as "certified," "validated" or otherwise. Any exchange of data or other interaction between You and a third-party provider, including but not limited to the Philips Application, and any purchase by You of any product or service offered by such third-party provider, including but not limited to the Philips Application, is solely between You and such third-party provider. In addition, from time to time, certain additional functionality (not defined as part of the Platform or SFDC Service) may be offered by SFDC or Philips to You, for an additional fee, on a pass-through or OEM basis pursuant to terms specified by the licensor and agreed to by You in connection with a separate purchase by You of such additional functionality. Your use of any such additional functionality shall be governed by such terms, which shall prevail in the event of any inconsistency with the terms of this SFDC Service Agreement.
 4. **INTEGRATION WITH THIRD-PARTY APPLICATIONS.** If You install or enable Third-Party Applications for use with the Platform or SFDC Service, You acknowledge that SFDC may allow providers of those Third-Party Applications to access Your Data as required for the interoperation of such Third-Party Applications with the Platform or SFDC Service. SFDC shall not be responsible for any disclosure, modification or deletion of Your Data resulting from any such access by Third-Party Application providers. In addition, the Platform and SFDC Service may contain features designed to interoperate with Third-Party Applications (e.g., Google, Facebook or Twitter applications). To use such features, You may be required to obtain access to such Third-Party Applications from their providers. If the provider of any such Third-Party Application ceases to make the Third-Party Application available for interoperation with the corresponding Platform or SFDC Service features on reasonable terms, SFDC may cease providing such Platform or SFDC Service features without entitling You to any refund, credit, or other compensation.
 5. **RETURN OF YOUR DATA.** You have thirty (30) days from the date of termination of your Philips Application subscription term in which to request a copy of Your Data, which will be made available to You in a .csv format. Any modifications to Your Data made by the Philips Application outside of the Platform (if any) will not be captured in Your Data as returned and the return of any such modified data shall be the responsibility of Philips.
 6. **PROPRIETARY RIGHTS.** Subject to the limited rights expressly granted hereunder, SFDC reserves all rights, title and interest in and to the Platform and the SFDC Service, including all related Intellectual Property Rights. No rights are granted to You hereunder other than as expressly set forth in this SFDC Service Agreement. The Platform and the SFDC Service is deemed SFDC confidential information and You will not use it or disclose it to any third party except as permitted in these Third-Party Flow-Through Terms.
 7. **COMPELLED DISCLOSURE.** If either You or SFDC is compelled by law to disclose confidential information of the other Party, it shall provide the other Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the other Party's cost, if the other Party wishes to contest the disclosure.
 8. **SUGGESTIONS.** You agree that SFDC shall have a nonexclusive, royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license to use or incorporate into any SFDC products or services any suggestions, enhancement requests; recommendations or other feedback provided by You or Your Users relating to the operation of the Platform and/or the SFDC Service.
 9. **SUSPENSION AND TERMINATION.** Your use of the Platform and the SFDC Service may be immediately terminated and/or suspended upon notice due to (a) a breach of the terms of this SFDC Service Agreement by You or any User, (b) the termination or expiration of Philips' agreement with SFDC pursuant to which Philips is providing the Platform as part of the Philips Application to You, and/or (c) a breach by Philips of its obligations to SFDC with respect to the subscriptions it is providing to You in connection with this SFDC Service Agreement.
 10. **SUBSCRIPTIONS NON-CANCELABLE.** Subscriptions for the Platform and the SFDC Service are non-cancelable during a subscription term, unless otherwise specified in Your agreement with Philips.
 11. **NO WARRANTY.** SALESFORCE.COM MAKES NO WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO WITH RESPECT TO THE PLATFORM, THE SFDC SERVICE, AND/OR THE PHILIPS APPLICATION, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, SALESFORCE.COM DISCLAIMS ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO PHILIPS APPLICATION AND THE SERVICE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS.
 12. **NO LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT SHALL SFDC HAVE ANY LIABILITY HEREUNDER TO YOU OR ANY USER FOR ANY DAMAGES WHATSOEVER ARISING OUT OF OR RELATED TO YOUR PURCHASE OR USE OF THE PHILIPS APPLICATION (INCLUDING THE PLATFORM), INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR

CONSEQUENTIAL DAMAGES, OR DAMAGES BASED ON LOST PROFITS, HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13. FURTHER CONTACT. You acknowledge that you will receive system generated notices from SFDC via the Platform.

14, THIRD PARTY BENEFICIARY. SFDC shall be a third party beneficiary to the agreement between You and Philips solely as it relates to this SFDC Service Agreement.

v1: 04/23/2021