North Carolina Department of Health and Human Services
Division of Health Service Regulation

Pat McCrory
Governor

Aldona Z. Wos, M.D.
Ambassador (Ret.)
Secretary DHHS

Drexdal Pratt
Division Director

June 12, 2013

Dee Jay Zerman, Director of Regulatory Planning
UNC HCS, Hedrick Building
211 Friday Center Drive, Suite 1068
Chapel Hill NC 27517

Exempt from Review - Replacement Equipment

Facility:	Rex Hospital
Project Description:	Replace existing Philips Allura cardiac catheterization unit with a new Philips FD10 cardiac catheterization unit
County:	Wake
FID #:	953429

Dear Ms. Zerman:

In response to your letter of June 5, 2013, the above referenced proposal is exempt from certificate of need review in accordance with N.C.G.S 131E-184(a)(7). Therefore, you may proceed to acquire, without a certificate of need, the Philips FD10 cardiac catheterization equipment to replace the existing Philips Allura cardiac catheterization equipment [Serial # 2933]. This determination is based on your representations that the existing unit will be removed from North Carolina and will not be used again in the State without first obtaining a certificate of need. Further please be advised that as soon as the replacement equipment is acquired, you must provide the CON Section and the Medical Facilities Planning Section with the serial number of the new equipment to update the inventory, if not already provided.

It should be noted that this Agency's position is based solely on the facts represented by you and that any change in facts as represented would require further consideration by this Agency and a separate determination. If you have any questions concerning this matter, please feel free to contact this office.

Sincerely,

Michael J. McKillip
Project Analyst

Craig R. Smith, Chief
Certificate of Need Section

Certificate of Need Section
www.ncdhhs.gov
Telephone: 919-855-3873 • Fax: 919-733-8139
Location: Edgerton Building • 809 Ruggles Drive • Raleigh, NC 27603
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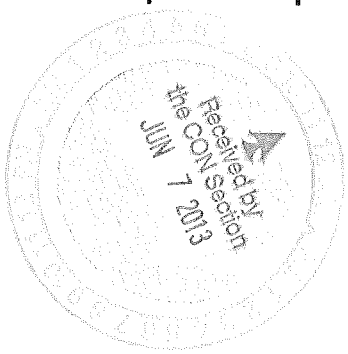
REX
UNC HEALTH CARE

Mike
953429



June 5, 2013

Mr. Michael J. McKillip
Certificate of Need Section
Division of Health Service Regulation, DHHS
2704 Mail Services Center
Raleigh, NC 27699-2704

RE: Request for Exemption / Replacement of Cardiac Cath Machine / Rex Hospital, Inc. / Wake County

Dear Mr. McKillip:

Rex Hospital is planning to replace one of its Cardiac Cath machines and is requesting confirmation that the replacement of this equipment is exempt from review pursuant to 131E-184(a)(7). The cardiac cath lab to be replaced is located in Rex Hospital at 4420 Lake Boone Trail in Raleigh, NC. The cardiac cath lab will be replaced for less than the $2M CON threshold for replacement equipment and will be replaced with equipment comparable to the existing equipment, in accordance with NCGS 131E-176(22a). The existing lab was placed in service in 2002, and is used on a daily basis. The existing equipment requires replacement due to its age and declining image quality. This type of situation leads to added costs, operational delays, and patient, staff and physician dissatisfaction.

We are supplying the following information that the CON Section has requested in the past as a part of its general information request for an equipment replacement.

1. A comparison of the existing and replacement equipment, using the format in the following table:

Equipment Comparisons

Cath Lab 4	*Existing Equipment*	*Replacement Equipment*
Type of Equipment (List each component)	Cardiac Cath Lab	Cardiac Cath Lab
Manufacturer of Equipment	Philips Allura	Philips FD10
Tesla Rating for MRIs	Not applicable	Not applicable
Model Number	82577	722017
Serial number	2933	Receive on delivery
Provider's Method of Identifying Equip	By model & serial #s	By model & serial #s
Specify if Mobile or Fixed	Fixed	Fixed
Mobile Trailer Serial Number/VIN #	Not applicable	Not applicable
Mobile Tractor Serial Number/VIN #	Not applicable	Not applicable
Date of Acquisition of Each Component	2002	To be 2013
Does Provider Hold Title to Equipment or Have a Capital Lease?	Rex Hospital holds title	Rex Hospital will hold title

Specify if Equipment Was/Is New or Used When Acquired	New	Will be new
Total Capital Cost of Project (Including Construction, etc.) <See attached project cost sheet>	$2,820,169	$679,358.48 Turnkey project by Philips
Total Cost of Equipment	$1,039,733.82	$679,358.48
Fair Market Value of Equipment	$14,000	$679,358.48
Net Purchase Price of Equipment	$1,039,733.82	$679,358.48
Locations Where Operated	Rex Hospital Cath Lab 4	Rex Hospital Cath Lab 4
Number of Days In Use/To be Used in N.C. Per Year	365 days	365 days
Percent of Change in Patient Charges (by Procedure)	*NA*	No change
Percent of Change in Per Procedure Operating Expenses (by Procedure)	*NA*	No change
Type of Procedures Currently performed on Existing Equipment	Diagnostic and Interventional Cardiac Catheterization Procedures	*NA*
Type of Procedures New Equipment is Capable of Performing	*NA*	Diagnostic and Interventional Cardiac Catheterization Procedures

2. A description of the basic technology and functions of the existing and replacement equipment, including the diagnostic and treatment purposes for which the equipment is used or capable of being used.

Response: The existing Philips Integris Allura 9F cardiac cath lab will be replaced with a Philips Diamond Select Allura Xper FD10 Single Plane Cardiovascular System. Both systems are used to perform diagnostic and interventional heart procedures, otherwise known as cardiac catheterization, cardiac angioplasty, and coronary stent implantation. The current system allows for the provision of diagnostic and interventional procedures. The replacement lab will provide state-of-the-art imaging for diagnostic and interventional procedures.

The Allura Xper FD10 has a ceiling mounted stand and a digital imaging x-ray system. The system uses an integrated single-host concept. It is comprised of five functional building blocks: Geometry, X-ray Generation, User Interface, Image Detection and Viewing. This newer technology has more advanced imaging capabilities than the existing system.

3. Brochures or letters from the vendors describing the capabilities of the existing equipment and the replacement equipment.

Response: A product brief of the existing Integris Allura 9 is attached as Exhibit 2. A copy of a brochure from the vendor describing the proposed replacement Philips Allura Xper FD10 cardiovascular system is attached as Exhibit 3.

4. A copy of the purchase order for the existing equipment, including all components and original purchase price.

Response: A copy of the original purchase order and quote is not available. However, staff was able to confirm through another method the original purchase price and original project cost, which are reflected in the equipment comparison table above. Additionally, a product brief of the existing Integris Allura 9 is attached as Exhibit 2.

5. A copy of the title, if any, for the existing equipment or the capital lease for the existing equipment.

Response: Not applicable. The equipment does not have a title and will not be leased.

6. If the replacement equipment is to be leased, a copy of the proposed lease that transfers substantially all the benefits and risks inherent in the ownership of the equipment to the lessee of the equipment, in accordance with criteria in Generally Accepted Accounting Principles (GAAP).

Response: Not applicable. The replacement equipment will not be leased.

7. If the replacement equipment is to be purchased, a copy of the proposed purchase order or quotation, including the amount of the purchase price before discounts and trade-in allowance.

Response: A copy of the quote received from Philips for the replacement Cardiac Cath unit is attached as Exhibit 4.

8. A letter from the person taking possession of the existing equipment that acknowledges the existing equipment will be permanently removed from North Carolina, will no longer be exempt from requirements of the North Carolina Certificate of Need law, and will not be used in North Carolina without first obtaining a new certificate of need.

Response: The vendor, Philips, will take possession of the unit and remove it from the site as Philips installs the replacement unit. The unit will be taken out of state by Philips and will not be used in NC without obtaining certificate of need approval. See Exhibit 5 for a confirmation letter from Philips.

9. Documentation that the existing equipment is currently in use and has not been taken out of service.

Response: Rex's existing operational Cardiac Cath labs are clearly identified on the most Licensure Renewal Application form on file with DFS. A copy of the 2013 LRA can be provided upon request.

Also, on the following page and attached as Exhibit 1, is a completed 'Proposed Total Capital Cost of Project' form which projects the total capital cost of this replacement project to be $679,358.48 for the Philips Allura Xper FD10, including removal of the existing unit and the installation of the replacement unit. The total capital cost includes all costs required to make the unit operational. Since the room already exists, equipment and furniture will be reused. Beyond the items included in this estimate, no additional renovations, equipment or furniture will be required for this project.

Should you require any additional information regarding the replacement of this equipment, please do not hesitate to contact me at 919-966-1129.

Sincerely,

Dee Jay Zerman, Director of Regulatory Planning
UNC HCS

Dee Jay Zerman
Director of Regulatory Planning
UNC HCS
Hedrick Building
211 Friday Center Drive, Suite 1068
Chapel Hill, NC 27517
919-966-1129

PROPOSED TOTAL CAPITAL COST OF PROJECT

A. **Site Costs**			
(1) Full purchase price of land		$ 0	
Acres _____ Price per Acre $_____			
(2) Closing costs		$ 0	
(3) Site Inspection and Survey		$ 0	
(4) Legal fees and subsoil investigation		$ 0	
(5) Site Preparation Costs			
Sub-Total Site Preparation Costs		$ 0	
(6) Other (Specify)		$ 0	
(7) **Sub-Total Site Costs**			$ 0
B. **Construction Contract**			
(8) Cost of Materials			
Sub-Total Cost of Materials		$ 0	
(9) Cost of Labor		$ 0	
(10) Other (Specify)		$ 0	
(11) Sub-Total Construction Contract			$ 0
C. **Miscellaneous Project Costs**			
(12) Building Purchase		$ 0	
(13) Fixed Equip. Purchase (Phillips Allura Xper)		$ 679,358.48	
(14) Movable Equip.Purchase		$ 0	
(15) Furniture		$ 0	
(16) Landscaping		$ 0	
(17) Consultant Fees			
Architect & Engineering Fees	$ 0		
Legal Fees	$ 0		
Market Analysis	$ 0		
Other (Specify)	$ 0		
Sub-Total Consultant Fees		$ 0	
(18) Financing Costs (e.g. Bond, Loan, etc.)		$ 0	
(19) Interest During Construction		$ 0	
(20) Other (specify)		$ 0	
(21) Sub-Total Miscellaneous			$ 679,358.48
(22) Total Capital Cost of Project (Sum A-C above)			$ 679,358.48

Note: Turn key purchase of includes cost of deinstallation, removal and installation.

I certify that, to the best of my knowledge, the above construction related costs of the proposed project named above are complete and correct.

Not applicable
Signature of Licensed Architect or Engineer

I assure that, to the best of my knowledge, the above capital costs for the proposed project are complete and correct and that it is my intent to carry out the proposed project as described.

(Signature of Officer Authorized to Represent Provider / Company)

VP H&V Services
(Title of Officer)

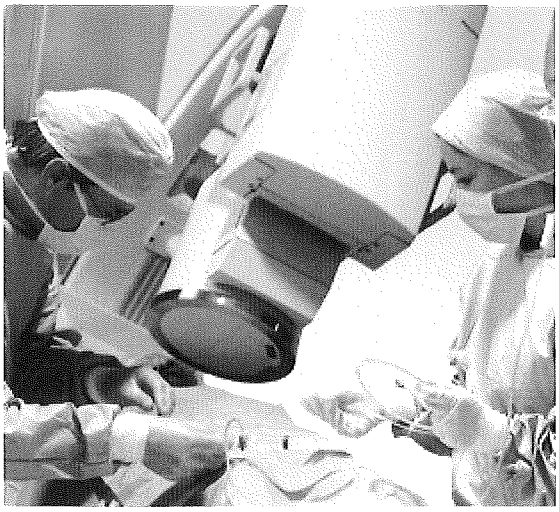
ERICK HAWKINS

Exhibit 2

EXISTING EQUIPMENT

PHILIPS

Diamond Select Integris Allura 9



This image intensifier based X-ray system can be used as a biplane or monoplane system for cardiac procedures

It is suitable for standard diagnostic studies to the most demanding interventional cardiac procedures, the Integris Allura 9 is the perfect environment for all your cardiac applications.

The ceiling-mounted version provides full-body coverage and thus has the flexibility to allow vascular examinations.

The floor-mounted version, the Integris Allura 9F, is a dedicated system for cardiac procedures. It brings excellent digital imaging performance to the cardiac suite.

+ More info about our refurbishment process

Key benefits:

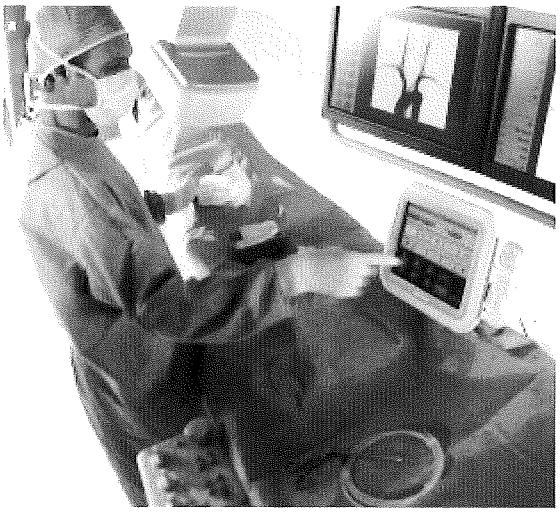
Low cost of ownership due to its efficient design
High performance with high performance X-ray generator and high capacity heat exchanger of MRC-GS X-ray tube
Fast, easy operation thanks to the compact, motorized, counterbalanced G-arm
Philips DoseWise feature provides excellent radiation dose efficiency for patients and staff.

http://www.healthcare.philips.com/in_en/products/refurbished_systems/refurbished_ixr_products/ds_integris_allura

Exhibit 3

PHILIPS

Allura Xper FD10



Cardiovascular X-ray system with the latest technology

The optimal balance of efficient workflow, superb insight and low X-ray dose are yours with the Philips Allura Xper FD10 cardiovascular X-ray system. Developed in cooperation with partner hospitals, it offers a high level of automatic positioning movements and **exceptional image quality** for coronary angiography to support **cardiac and cardiovascular procedures**.

Efficient, high resolution cardiovascular X-ray system

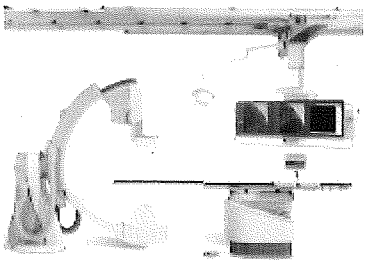
Xper reduces manual tasks and delivers efficient workflow
Flat Detector with Xres **increases image contrast** and sharpness, while reducing noise for crisp coronary angiography studies
DoseWise offers **low X-ray dose** and excellent image quality
Xper multi-modality integration brings multi-modality information together in your work area
StentBoost and Allura 3D-CA tools support treatment strategies for interventional cardiology procedures

Cardiovascular X-ray system you can personalize

The Allura Xper FD10 cardiovascular system supports cardiac workflow through Xper. Each user can personalize their settings for automatic positioning and other system movements. And control all system functionality and interventional tools – Allura 3D-CA, 3D-RA and StentBoost – from the tableside. It's your **personal cardiovascular X-ray system**.

Clear contrast and sharpness for coronary angiography

Excellent image quality and low patient X-ray dose levels are hallmarks of this interventional cardiovascular X-ray system. The high resolution Flat Detector with Xres increases contrast and sharpness, while reducing noise in clinical images. It can be applied to **cardiac fluoroscopy** and exposure runs, as well as **vascular fluoroscopy** and **trace subtract fluoroscopy**. The performance you need for challenging cardiac and cardiovascular procedures.

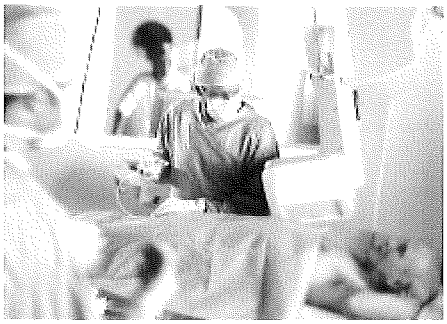


http://www.healthcare.philips.com/main/products/interventional_xray/Product/interventional_cardiology/imaging_s

PHILIPS

Allura Xper FD10

Product development method ensures future-safe investment



The Allura Xper FD10 is developed using our "functional building block" product development method. This method treats every Allura system as a combination of five building blocks: geometry, X-ray generation, DoseWise, user interface and image detection. Each one of these building blocks is being continuously evolved to enhance performance. When significant advances are made in any area, we offer that functionality on new systems – and to our installed base.

Related topics

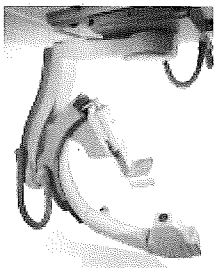
- Geometry
- X-ray Generation
- DoseWise
- User Interface
- Image Detection

Geometry

Full access and speed

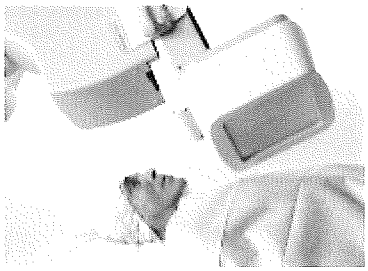
The Poly Diagnost G-stand of the Allura Xper FD10 is designed for fast and flexible imaging. The system is equipped with a **highly compact and fast-moving stand** that provides excellent patient access and speeds procedures, as well as a dedicated patient support table and highly flexible, ceiling-suspended monitors.

The award winning G-shaped stand maximizes speed and patient access.



Watch the video about Allura stability

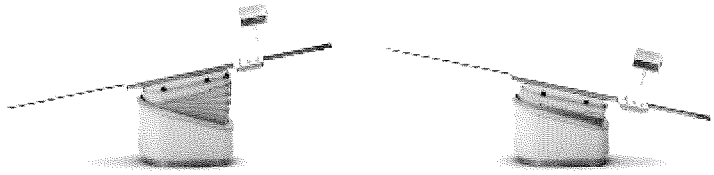
BodyGuard patient protection
Philips' exclusive BodyGuard **patient protection mechanism** enables the use of high rotation and angulation speeds in the frontal stand. It uses capacitive sensing to determine the location of the patient or other objects and prevent collision, while allowing stand positioning at speeds of up to 25° per second.



Watch the video about BodyGuard patient protection

Xper Table
The Xper Table is a dedicated cardiovascular table with free-floating tabletop. It has a large longitudinal float and can support a high patient load of up to 250 kg (550 lbs). In case CPR is required, it can support an additional force of 500 N (100 kg/220 lbs).

Table Tilt
The optional **Xper** Table Tilt feature enhances the accuracy and efficiency of gravity-oriented procedures. It is ideal for **interventional head down procedures**.



With the Table Tilt, the isocenter is automatically located at the isocenter of rotation and angulation of the stand. If the longitudinal position of the stand changes, the tilt isocenter changes to match the new stand position. As a result, the **region of interest always remains centered**. As the table tilts, the X-ray beam automatically adapts to the movement.

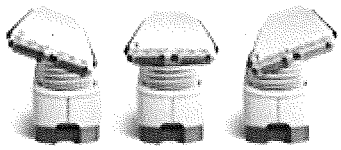


Table Tilt & Cradle
In addition to the Table Tilt functionality this option also moves the tabletop from side-to-side in a **cradle movement**. It allows optimal positioning of the patient for invasive surgical procedures.

Pivot
The pivot feature is designed for **angiographic** and **interventional procedures of the upper peripherals**. Pivoting the table helps you easily access the table when transferring a patient. It also allows the table base to be pivoted around its vertical axes. The pivot movement ranges from -90° to +180° (or -180° to +90°) with locked position to facilitate arm angiography and parking.

Table Automatic Position Controller
This feature lets you store and recall the height, longitudinal and lateral positions of the tabletop so that it can be returned to the exact previous position without using radiation. This saves time and X-ray dose especially for the beginning of an exam.

Watch the video's about:

Xper table tilt
Xper table pivot
Xper table cradle
Xper table free float
Xper table height adjustment

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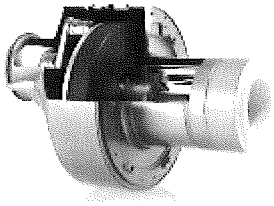
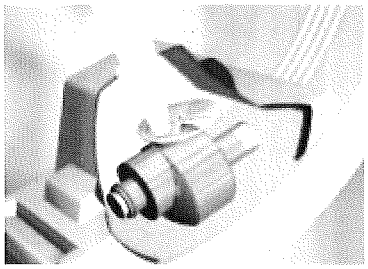
X-ray Generation

X-ray generation consists of the X-ray generator, X-ray tube, collimator with SpectraBeam beam filtration, and the X-ray dose protection mechanism. The complete dose protection mechanism is part of the extensive DoseWise program.



MRC X-Ray Tube
The Allura Xper FD10 is equipped with the powerful MRC-GS 0508 X-ray tube. It allows very high heat dissipation, which **minimizes waiting times** and enables SpectraBeam filtration to reduce the patient X-ray dose. Grid-switched pulsed fluoroscopy enhances image sharpness and **eliminates soft radiation** from trail effect.

SpectraBeam: selectable copper beam filtration
The combination of SpectraBeam with the MRC-GS 0508 tube allows increased X-ray output with better filtration of soft radiation. SpectraBeam offers filters of 200, 500 and 1000 microns thickness Cu equivalent to provide a high level of radiation protection regardless of the projection or patient absorption. This **reduces patient X-ray dose** for cardiac and vascular applications, while maintaining the same image quality.



Xper beam shaping and Xper Fluoro Storage
Shutters and wedges can be positioned digitally on the last image, so that no radiation is required to reposition them. Xper Fluoro Storage also continuously stores the last few seconds (configurable) of fluoroscopy for reference or archiving.

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DoseWise - Tailored to the Allura

DoseWise is active at every level of your Allura system - from SpectraBeam and pulsed fluoroscopy to a clear dose display and more. It's our way of exploiting every possible opportunity to reduce X-ray dose, while maintaining image quality.

For the Allura family, DoseWise includes three highly effective strategies for dose management:

1. Smart Beam

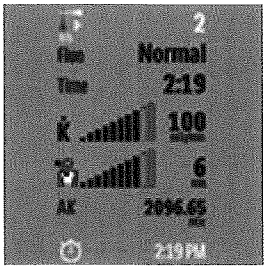
DoseWise brings you SpectraBeam technology, the smart way to **remove unwanted "soft" radiation** and minimize scatter radiation, automatically set to your choice. In combination with the powerful MRC tube, Allura's SpectraBeam filters out unwanted soft radiation during fluoroscopy and exposures. These are the X-rays that reach the patient but do not have enough energy to reach the image detector. Filtering **reduces** patient X-ray dose and **scattered radiation** for you and your staff while maintaining high image quality.

2. Less Time

DoseWise gives you a range of automatic exposure controls to **maximize dose efficiency**. These include the customizable programs that automatically select the correct fine-tuned parameters for your exam type, so you get the right exposure the first time. Grid switched pulsed fluoroscopy maximizes the efficiency of the X-ray beam and reduces X-ray dose even more.

3. More Awareness

There are many ways that you as a clinician can have a direct impact on radiation, simply by lowering it whenever possible. That's why DoseWise enables you to obtain clear, **real-time information**, so you can easily choose the optimal balance between image quality and radiation exposure. With DoseWise you are in control, with a simple three-button pad for setting the fluoro mode at the tableside. You can also adapt, fine-tune, and focus the beam as needed.



Special Xper dose settings

Philips has developed special Xper dose settings uniquely suited for **interventional cardiology, electrophysiology and pediatric applications**. These clinically proven protocols generate superb image quality with a low X-ray dose.

Clinical Results

Crisp contours, bright contrast and high resolution – these are the attributes that make perfect images. With DoseWise they are also made with less patient X-ray dose, and that makes excellent sense.

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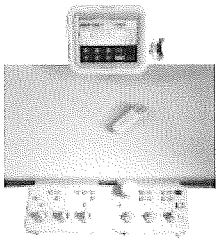
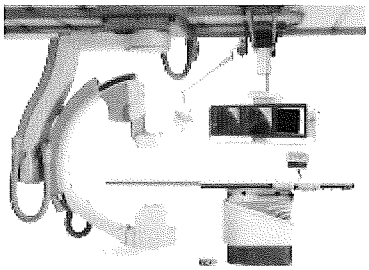
User Interface

Xper stands for X-ray Personalized, and reflects the expert nature of the Allura Xper FD10. It is the result of years of intensive research with the world's busiest hospitals and leading clinicians. Xper technology can help enhance personal and departmental efficiency, **streamline workflows** and save valuable time.



Xper Settings
Xper Settings provide an advanced level of customization. Users can create an interventional lab that directly meets their individual needs and preferences. Each interventional cardiologist can customize the system to match their workflow and procedures.



Xper in the Examination room
System functions can be **controlled tableside** via the Xper Module according to each user's preferences. System operation becomes an experience that can aid confident and faster diagnosis. Plus, the Xper Module locates every function at tableside.

Xper in the Control room
The Xper Review Module offers direct control of basic cardiovascular viewing settings, like exam and run cycle, contrast, brightness, edge enhancement and viewing speed. To **save space in the control room** the workspot can be shared with RIS, CIS, PACS and interventional tools via the Xper Window Switch and MultiSwitch options. Xper Integration integrates all patient data across modalities so physicians can view patient information, including MR, CT and ultrasound, from the exam table, office or even from home.

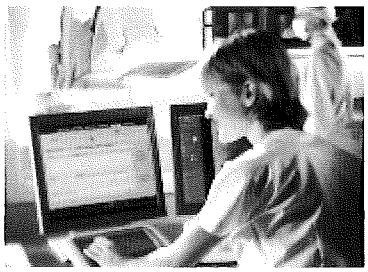


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Image Detection

Philips Flat Detector technology
Philips' next generation dynamic Flat Detector provides **excellent image quality at a low patient X-ray dose**. The complete imaging pipeline breaks new ground for interventional procedures, vascular and cardiovascular applications.

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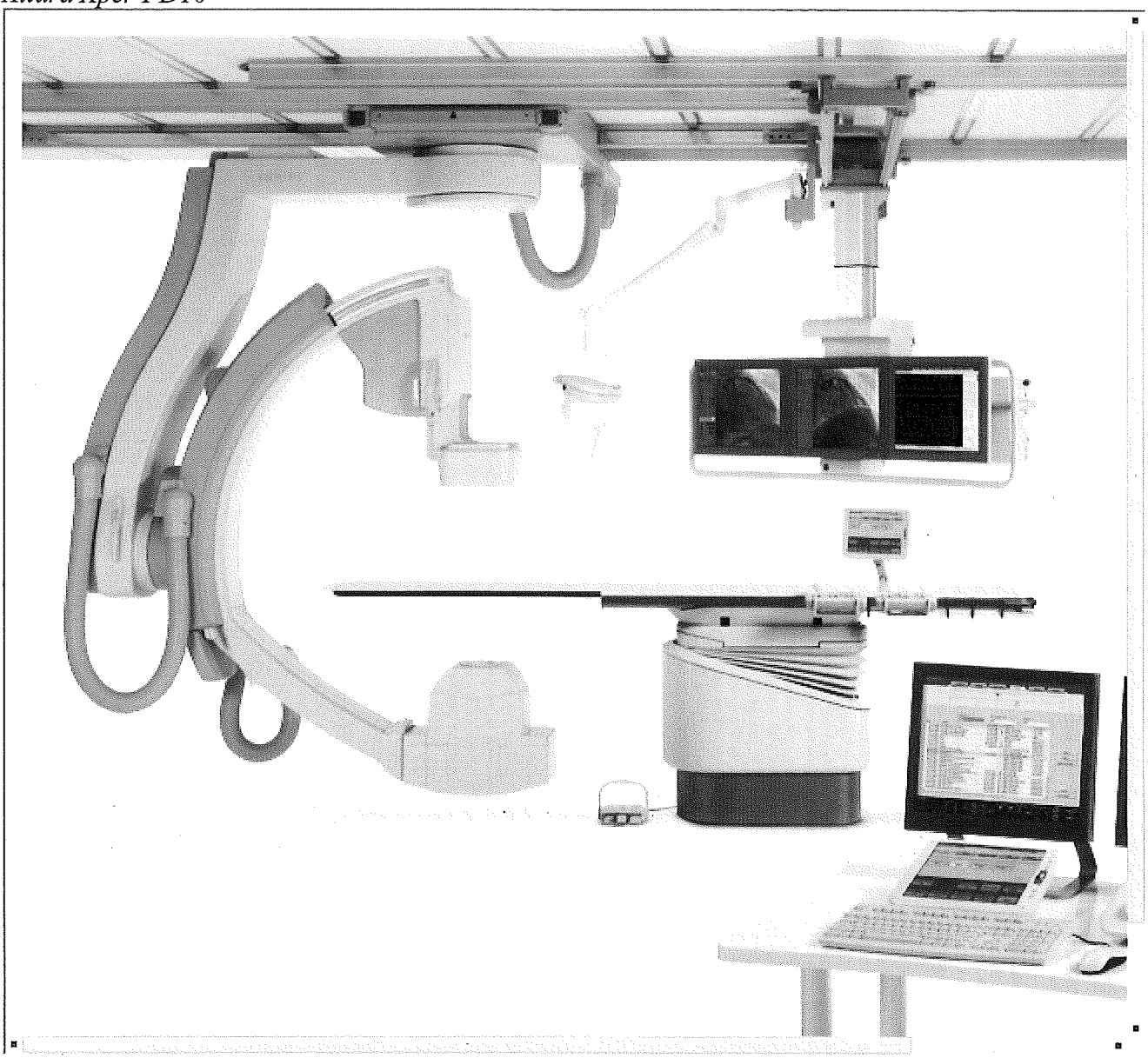
PHILIPS

View in new window...

Allura Xper FD10



PHILIPS HEALTHCARE
A division of Philips Electronics North America Corporation
22100 Bothell Everett Highway
P.O. Box 3003
Bothell, Washington 98041-3003

PHILIPS

Quotation #: 1-YFZ4BT	**Rev:** 8	**Effective From:** 13-May-13	**To:** 27-Jun-13

Presented To:

REX HEALTHCARE
4420 LAKE BOONE TRL
RALEIGH, NC 27607-7505

Tel:

Alternate Address:

Presented By:

Bethann Griffith-Subik
Account Manager
Tel: (919) 677-9046
Fax: (919) 677-9047

Steve Weiss
Regional Manager
Tel: (678) 924-6087
Fax: (678) 924-6003

Date Printed: 13-May-13

Submit Orders To:
22100 BOTHELL EVERETT HWY
BOTHELL WA 98021
Tel: (888) 564-8643
Fax:(425) 458-0390

IMPORTANT NOTICE: Health care providers are reminded that if the transactions herein include or involve a loan or discount (including a rebate or other price reduction), they must fully and accurately report such loan or discount on cost reports or other applicable reports or claims for payment submitted under any federal or state health care program, including but not limited to Medicare and Medicaid, such as may be required by state or federal law, including but not limited to 42 CFR 1001.952(h).

Quote Solution Summary

Line #	Product	Qty	Price
	100131 DS Xper FD10 R 7.2	1	$679,358.46
		Equipment Total:	$679,358.46

Solution Summary Detail

Product	Qty	Each	Monthly	Price
100131 DS Xper FD10 R 7.2	1	$679,358.46		$679,358.46

Buying Group: **MEDASSETS SUPPLY CHAIN SYSTEMS INC** **Contract #:** **EP 137**

Addt'l Terms:

Each Quotation solution will reference a specific Buying Group/Contract Number representing an agreement containing discounts, fees and any specific terms and conditions which will apply to that single quoted solution. If no Buying Group/Contract Number is shown, Philips' Terms and Conditions of Sale will apply to the quoted solution.

Each equipment system listed on purchase order/orders represents a separate and distinct financial transaction. We understand and agree that each transaction is to be individually billed and paid.

Payment Terms: 0% Down, 80% Upon Delivery, 20% Due When the Product is Available for First Patient Use, Net due 30 days from date of invoice

100131 DS Xper FD10 R 7.2

System Type: Remarketing
Freight Terms: FOB Destination
Warranty Terms: Part numbers beginning with two (2) asterisks (**) are covered by a system 12 Months Warranty unless otherwise indicated. All other parts are third (3rd) party items.
Special Notations: Contingencies must be removed 120 days before scheduled shipment to assure delivery on specified date. Any rigging costs are the responsibility of the Purchaser.
Additional Terms:

Line #	Part #	Description	Qty
1	**NNAM029	D.S. FD10 R7.2 Floor	1

SUBJECT TO AVAILABILITY AND PRIOR SALE. AVAILABILITY BASED UPON RECEIPT OF CONTINGENT FREE ORDER AT THE FACTORY (ARO). CURRENT AVAILABILITY OF THIS OFFERING IS ARO +120 DAYS.

NOTE: IF CUSTOMER IS UNABLE TO ACCEPT DELIVERY BY THE ABOVE STATED ARO DATE, THEN PHILIPS MAY DETERMINE A REVISED DELIVERY DATE.

Diamond Select Xper FD10 Floor
The Allura Xper FD10 F single-plane cardiovascular system comprises a floor-mounted G-arm stand and digital imaging X-ray system for cardiovascular diagnostic and interventional procedures.

The Allura Xper FD10 F system is an integrated single-host concept. The system comprises five functional building blocks: Geometry, X-ray Generation, User Interface, Imager Detection, and Viewing. Each functional building block is explained in further detail including accessories.

Geometry
The geometry segment offers full cardiovascular projection possibility.
This component comprises the following features:

- A motorized dedicated cardiovascular floor-mounted Poly-Diagnost G-stand. A rotatable base plate (motorized and manually operated) enables a clear area around the patient table.
- All stand movements are motorized. The manual and motorized parking movement consists of floor-mounted rotation. The counterbalanced Dynamic Flat Detector can be positioned manually and motorized. Angulation and Rotation of the Poly Diagnost G-arm is also motorized at high speeds.
- Parking of the Poly Diagnost G stand can be done both manual and motorized, over the full range. With electronic autostop positions. This motorized movement makes positioning in the iso-center easy and accurate. It also features comfortable, single operator control of stand parking. The motorized parking provides motorized base rotation at 12 degrees/s from +105 to -105 degrees.
- The projection angles for the Poly Diagnost G-arm:
  - rotation 120 degrees LAO to 120 degrees RAO
  - angulation 45 degrees cranial to 45 degrees caudal
- Motorized stand movements with variable speed and configurable max speed, allowing:
  - rotation up to 25 degrees/s
  - angulation up to 18 degrees/s
- The depth of the Poly Diagnost G arm is 105 cm.
- The stand features BodyGuard continual capacitive sensing for fast and effective positioning of the stand and the Dynamic Flat Detector.
- The variable source image distance between focus and Dynamic Flat Detector input screen is 86.5 to 123 cm. The
- The Dynamic Flat Detector is counter-balanced, which means it can be positioned both manually and motorized.

- Patient support provided with a flat carbon fiber table-top:
  - Table top length of 293 cm
  - metal-free overhang 125 cm
  - floating table-top movement of 100 cm longitudinal and 2 x 18 cm transversal
  - motorized height adjustment from 76 to 104 cm
  - maximum patient weight 225 kg plus 500 N for CPR (or 200 kg plus 1000 N) in any longitudinal position of the table top
- Xper Table Side Operating modules (T.S.O.) for geometry and imaging. The T.S.O.'s can be attached to either side of the table while operation remains intuitively logical.
- The Xper Geometry T.S.O. module includes controls for storage and recall of two freely selectable G-arm projections.

X-ray Generation

The Allura Xper FD10 comprises an integrated dedicated X-ray system, micro-processor controlled Velara CFD generator based on high frequency converter technique. The user interface control of this X-ray Generator is incorporated in the Xper module, Xper Desktop Viewing Console, and the Xper on-screen displays.

The Velara CFD generator comprises:

- X-ray generator 100 kW
- Voltage range is 40 - 125 kV
- Maximum current 1250 mA at 80 kV
- Maximum continuous power for fluoroscopy: 2 kW for 8 hours, 2,4 kW for 0,5 hour
- program selection
- pulsed X-ray 3.75 , 7.5 , 15 , 30 frames/s for digital dynamic exposures
- pulsed X-ray for pulsed fluoroscopy (3.75 , 7.5 , 15 , 30 frames/s). minimum exposure time of 1 ms
- automatic kV and mA control for optimal image quality prior to run to safe dose
- optimal X-ray tube load incorporated in the Velara CFD generator
- An X-ray depth collimator with single semi-transparent wedged filter with manual and automatic positioning .
- SpectraBeam filtering of low energy radiation to optimize image quality and dose efficiency with MRC-GS 0508 X-ray tube.
- Xper Beam Shaping, which means that both shutters and wedges can be positioned on the Last image Hold without the need for X-ray radiation.
- Fluoroscopy: Three programmable fluoroscopy modes can be selected from the Xper Imaging T.S.O. Each mode has a different composition of dose rate, pulse speed, filter setting, and image processing (noise reduction, adaptive contour enhancement, adaptive harmonization).
- Xper Fluoro Storage, a grab function allows storage and archiving of both a fluoro image or the last max 20 seconds of
- Fluoroscopy, called Xper Fluoro Storage. These images or runs can be archive as a regular run.

X-ray Tube

The Allura Xper FD10 includes a Maximus ROTALIX Ceramic tube assembly MRC-GS 05 08 comprising:

- 0.5/0.8 mm nominal focal spot values maximal 45 and 85 kW
- Grid Switching at pulsed fluoroscopy;

- Continous loadability: 3400 W (at 21 degees C room temp.);
- Application of SpectraBeam dose management;
- Tube housing ROT 1001 for oil-cooled X-ray tube with thermal safety switch;
- Cooling unit CU 3000 heat exchanger for use in oil-cooled X-ray tube systems;
- High Voltage cables

Image Detection

The Allura Xper FD10 comprises the following image detection chain.

- A 25 cm (10 in.) diagonal triple mode Dynamic Flat Detector subsystem for fluoroscopy and cine-fluorography. It comprises a 6"/8"/10" triple mode Dynamic Flat Detector
- The outer detector box diameter is 37 cm diagonal square
- The digital output of the Flat detector is a 1024 x 1024 matrix at 14 bit depth.
- The pixel pitch is 184 micron by 184 micron
- The DQE(0) is 75% providing high conversion of X-ray into a digital image, while maintaining a high MTF.

Viewing

The Allura Xper FD10 comprises the following components in order to display the clinical images in the control and examination room.
Two 18 inch monochrome LCD monitors. These LCD monitors are intended for viewing in the examination room and are designed for medical applications.
The main characteristics are:

- 18 inch monochrome TFT-LCD display
- Native format 1280x1024 SXGA
- 10 bit gray-scale resolution with gray-scale correction
- Wide viewing angle (approx. 160 degr)
- High brightness (max 600 Cd/m2, default 500 Cd/m2) with ambient light dependent brightness control
- Push buttons for control functions on front
- User programmable and standard reference setting
- On Screen Display
- Internal selectable lookup table for gray-scale transfer function
- Internal power supply (110-240 VAC)
- Including integrated LCD protection screen
- The monitors are mounted in the Flat-monitor ceiling suspension in the exam room, which can accommodate 2,3,4 or 6 18"LCD monitors at choice and includes motorized height adjustment. The Ceiling suspension allows flexible monitor positioning over a range of about 360 x 300 cm.
- One monitor is used for viewing of live images. The second monitor serves as the first reference display and is completed with:
- Hardware and software for first reference channel
- Providing first set of reference images or runs, controlled by infra-red remote-control Xper Viewpad.
- The On-Screen Display provides status information on stand rotation, angulation, display of system messages, X-ray tube load status, selected fluoroscopy mode, selected detector Field of View, and both the rate and accumulation of the dose area product and skin dose.
- The acquisition segment coordinates the parameters for automatic exposure control, ensuring optimal X-ray tube loading for top image quality. The program is selected via the Xper module and or Xper Desktop Viewing Console.

This Allura offers a storage capacity of:

- 100,000 images at matrix size of 1024 x 1024, 10 bit
- Maximum number of examinations is 100, with no limit to the maximum number of images per examination
- Top performance is achieved by a Dedicated Image Pipeline Processor that has an equivalent capability of more than 8000 MIPS and is designed for video speed image processing. It includes:
  - adaptive contour enhancement at 9 x 9 kernel
  - adaptive harmonization enhancement at 192 x 192 kernel

The Viewing also comprises SPIRIT and Xres

- SPIRIT harmonizes the background of clinical image to provide excellent visualization of coronary arteries projected in complex projections, such as arteries projected over the diaphragm or spine.
- Xres is an award-winning image processing algorithm. Xres is a multi-resolution spatial temporal noise reduction and edge enhancement filter. It exploits the full benefits of the digital detector to enhance sharpness and contrast and to reduce noise in the clinical images. The settings for both Xres and SPIRIT can be customized with regard to the image quality.

User Interface

Xper stands for PERsonalized X-ray System. This is the first flat detector system based on an expert system. Xper comprises three features: Xper Settings, which customizes the system to each user preferred settings. Xper User Interface, which is based on Vequion design principles. And finally Xper Integration, which makes advanced integration functionality available. Functionality like DICOM Query / Retrieve, background archiving, and Xper Fluoro Storage.

The Xper User Interface comprises a variety of User Interface modules in the Examination Room. There is the On-Screen Display, the Xper Module, and the Xper Imaging and Geometry T.S.O. Modules. The modules are described in further detail.

The On-Screen Display is positioned on the left side of the reference monitor. The following system information is displayed

- X-ray indicator
- X-ray tube temperature condition
- Gantry position in rotation and angulation
- Source Image Distance
- Table tilt angle, if the SyncraTilt option is installed
- Detector field size display
- General System messages
- Selected Frame speed
- Fluoroscopy mode
- Integrated fluoroscopy time
- Skin Dose: dose rate at X-ray, cumulated dose at no X-ray
- Dose Area Product: dose rate at X-ray, cumulated dose at no X-ray
- Stopwatch

Second On-Screen Display

The second On-Screen Display on the life monitor in the examination room contains the buttons of the Xper ViewPad. The Xper ViewPad contains the preprogrammed function settings. The system is provides with two Xper Viewpads.

The following functions are provided:

- run and image selection
- file and run cycle
- selection of the review speed
- run and file overview
- active file selection
- delete run
- flagging for storage of file and run
- Subtraction on/off and image mask selection if subtraction option package is available
- digital zoom
- store reference run or image to reference monitors
- switching of the On-Screen Displays
- recall reference images, which means switching control of Xper ViewPad function from life to reference monitor

Xper Module

One Xper Module is provided for use at either at the tableside or in the control room. Optionally, it is possible to connect in parallel up to three Xper Modules on the system. This module has a touch screen, which can be operated when covered with sterile covers.

The Xper Module contains the following functionality:

- Acquisition settings
- Selection of Xper Setting, which incorporates a list of function settings to set frame rates and x-ray generation settings applicable for the type of the preferred intervention
- Automatic Position Control (optional)
- Selection of a sequence of preprogrammed positions. The sequence of 10 projections is programmable under Xper Settings.
- Automatic positioning recall of the projection of the stand, that matches with the selected reference image.
- Image Processing
- Image Processing parameters can be adjusted on the Xper Module:
- Quantitative Analysis (optional)
- Quantitative Analysis can be performed on the Xper Modules, such as Quantitative Coronary Analysis, and the Left Ventricular Analysis. The QA packages contain a universal measurement tool for length and angle measurement.

Xper Geometry T.S.O.

The Xper Geometry T.S.O. Module can be positioned at all sides of the patient table, while keeping the button operation intuitive. The Xper Geometry T.S.O. provides the following functionality:

- Tabletop float
- Table height position
- Table tilt angle if SyncraTilt option is provided
- Source Image Distance selection
- Gantry positioning
- Longitudinal movement of the Gantry along the ceiling
- Gantry rotation in an axis perpendicular to the ceiling
- Store and recall of two scratch gantry positions including SID
- Emergency stop button
- Execute button of the Automatic Positioning Control (APC)

Xper Imaging T.S.O.
The Xper Imaging T.S.O. can also be positioned at three sides of the patient table, while keeping the button operation intuitive. The Xper Imaging T.S.O. provides the following functionality:

- Fluoroscopy Flavor selection defined per Xper Setting
- Shutters and Wedge positioning
- Manual or automatic semitransparent wedge filter
- Xper Fluoro Storage and Grab
- Selection of the Detector field size
- Shutters positioning
- Reset of the fluoroscopy buzzer
- Subtraction (optional)
- Both Xper T.S.O.'s are provided with a protection bar. This removable bar protects the buttons from unintended control.
- The control room comprises a Xper Review Module, two monitors,a keyboard, a mouse. The monitors are shared screens: the left monitor is the Xper data color monitor, and the right monitor is the Xper review B&W monitor.

Xper Review Module
The Xper Review Module offers the basic functions for review. The most prominent functions can be controlled by the push of a button.
The Xper Review Module comprises the following functionality:

- Power on/off
- Tagarno wheel to control the review of a patient file
- File and run cycle
- Contrast, Brightness, and Edge enhancement settings
- File, Run, and Image stepping
- Run and file overview
- Delete run
- Image invert and digital zoom
- Go to original settings
- Reset fluoroscopy timer and enable/disable X-ray

Xper Data Monitor
The Xper data monitor is a 18 in. TFT-LCD color monitor. The Xper data monitor is part of a shared screen with the Xper review monitor. A standard keyboard and mouse control the user interface. The data monitor is intended as the patient data interface. The workflow is divided in scheduling, preparation, acquisition, review, report, and archive.
System information is displayed on the bottom of the data monitor:

- Stopwatch and Time
- System guidance information
- Dose Area Product (DAP) and Skin Dose, as dose rate during X-ray, and accumulative dose at no X-ray
- Frame speed settings, fluoroscopy mode, and accumulated fluoroscopy time
- Exposure and fluoroscopy settings as Voltage (kV), Current (mA) and pulse time (ms)
- Geometry information as rotation, angulation, and SID

Scheduling
In the scheduling page it is possible to add new patients. The patients can be listed and selected per date, physician, and intervention type. Previous DICOM patient studies can be uploaded with the DICOM Query Retrieve function in the Allura system.

Patient management protocols are flexible and allow for multiple studies to be selected under one patient identification number. This means that new studies can be appended to an earlier patient file. Furthermore, each study can contain multiple examinations to allow for split administrative purposes. Each examination contains multiple files, like acquisition file, reference file, and QA results file.

Preparation
The preparation page provides the information of the room and patient preparation of each individual physician. The preparation page is customizable per Xper Setting and allows each physician to provide his own room protocols. This preparation page makes hard copies of the protocol instructions redundant.

Acquisition
The acquisition page contains information on the current selected patient.

Review
The review page allows for reviewing of patients:

- Previous examination cases
- Review of other DICOM XA or DICOM SC studies.

Archive
Clinical studies can be archived to a CD or a PACS. The archive process can be completely automated and customized with Xper Settings. Parameters like multiple destinations, archive formats can be selected to the individual needs and wishes for programming under the Xper Settings.

Xper Review Monitor
The Xper review monitor is a black and white monitor, which is shared with the color data monitor. The monitor is a 18" monochrome TFT-LCD monitor. The Graphical User Interface on the Black and White monitor has the following features and possibilities:

- Step through file, run, or images
- File, and run overview
- Contrast, brightness, and edge enhancement settings
- Flagging of runs or images for transfer
- Applying text annotation in images
- Optional DICOM printing
- Executing Quantitative Analysis Packages if available
- Subtraction functionality if available

Xper DICOM Image Interface
The Xper DICOM Image Interface enables the export of clinical images to a destination like a CD-Medical station or a PACS server. The export formats are based on DICOM 3.0 protocols. The system exports clinical studies in Cardiac DICOM XA Multi-Frame or DICOM Secondary Capture formats.

- The Xper DICOM Image Interface transfers through its fast ethernet link, making images available on-line within seconds.
- he archive process can configured by Xper Settings.
- The images are sent out either in the background, or manually upon completion of the examination.
- The export format is configurable in 512x512 or 1024x1024 matrix.
- The examination can be sent to multiple destinations for archiving and reviewing purposes.

- The Xper DICOM Image Interface provides DICOM Storage and DICOM Storage Commitment Services.
- The DICOM Query/Retrieve function allows older DICOM XA MF and DICOM SC studies to be uploaded in the system.
- Furthermore, additional information can be appended to a study, while keeping the patient identification the same.

Accessories
Patient accessories set includes:

- Three rail accessory clamps
- Mattress pad
- IV Pole
- Set of Cable Holders
- Set of Arm Supports
- Arm Support
- Patient straps
- Table-mounted radiation shield
- Antifatigue Mat with Philips logo

Panhandle for Xper System
The Pan Handle is an extension of the control facility for floating movements of the table top in the INTEGRIS cardio vascular and neuro systems. A Pan Handle offers an assisting operation of the table top positioning in parallel with the standard Geometry T.S.O. module at table side. It can be attached anywhere to the table top and accessory rails without decreasing the floating range. The Pan Handle is connected at the table-base connection box in a master-slave configuration with the Geometry T.S.O. module. The connection offers a free choice of master and slave assignment. Any action at the master module will de-activate the slave module at once.

Comprising:

- A Pan Handle with cable and connector
- A table-top attachment clamp
- An accessory-rail attachment clamp

Continuous Autopush
The Continuous Autopush option provides an additional Image Processor Board for the Allura Xper system.
This archive accelerator makes sure that the background archiving continues with minimal disruptions. In the standard Allura Xper system background archive jobs are interrupted by functionality which requires the Image Processor as patient review acquisition fluoroscopy etc. This option i.e. a second Image Processor Board guarantees an almost continuous stream of image archiving. The result will be that archive jobs are finished quicker which means that images will be available on a PACS destination sooner for review.

Intercom This option includes a separate intercom which is connected independently from the system that allows separate placement of the intercom at the preferred working position in the control room and examination room. The listen function can be separately selected on each intercom. Activating the talk function on a selected intercom automatically disables this function on the other intercom.

Line #	Part #	Description	Qty

Second Set of Documentation
Set of black and white copies of all documents, comprising (if applicable):

- user manuals
- service manuals
- system manuals
- test results

Floorplate AD5/7 F/P Assy
This unit is a prerequisite for the installation of the AD-5/7 table. This item can be ordered in advance in order to perform hospital room preparations in advance for the installations of the AD-5 table.

Cabinet box - 3
Pre-deliverable mounting material

Cables for SP Cardio System

PDU

Table Mounted Radiation shield
Table-mounted radiation shield for additional protection of physician and staff against scatter radiation. The shield consists of two protective parts: a lower shield and an upper shield. The shield is specially designed for use with the AD5 patient table.

The table mounted radiation shield provides the following features:

- Mounting to either the right or left table accessory rails;
- Pivoting into the required working position;
- Pivoting into the parking underneath the tabletop facilitating patient preparation;
- The upper shield can be positioned upright providing optimal protection or can be folded down for free access to the patient.

The table mounted radiation shield includes:

- Lower shield measuring 70 cm high 80 cm wide 0.5 mm Pbequivalence;
- Upper shield measuring 40 cm high 50 cm wide 0.5 mm Pbequivalence;
- Mounting clamp;
- Docking device for wall mounting.

Expendable kit - 2
Pre-deliverable mounting material.

Blue Anti-Fatigue Floor Mat w/ Logo
Blue Anti-Fatigue Floor Mat w/ Logo

Floorplate for G-stand

Clinical Education Program for Allura Systems

Line #	Part #	Description	Qty

Essentials OffSite Education: Philips will provide up to two (2) Cardiovascular Technologists, Registered Technologists Registered Nurses, or other system operator as selected by customer, with in-depth didactic, tutorial, and hands-on training covering basic functionality and work-flow of the cardiovascular imaging system. In order to provide trainees with the ability to apply all fundamental functioning on their system, and to achieve maximum effectiveness, this class should be attended no earlier than two weeks prior to system installation. This twenty-eight (28) hour class is located in Cleveland, Ohio, and is scheduled based on your equipment configuration and availability. Due to program updates, the number of class hours is subject to change without notice. Customer will be notified of current, total class hours at the time of registration. This class is a prerequisite to your equipment handover OnSite Education. CEU credits may be available for each participant that meets the guidelines provided by Philips. Please refer to guidelines for more information. **In the event that an EP Navigator workstation has also been ordered, the offsite training course will be tailored to focus on the electrophysiology functionality of the FD system and the EPN workstation. Travel and lodging are not included, but may be purchased through Philips. It is highly recommended that 989801292102 (CV Full Travel Pkg OffSite) is purchased with all OffSite courses**

Handover OnSite Education: Philips Education Specialists will provide twenty-eight (28) hours of education for up to four (4) students, selected by customer, including technologists from night/weekend shifts if necessary. Students should attend all 28 hours, and must include the two OffSite education attendees. CEU credits may be available for each participant that meets the guidelines provided by Philips. Please refer to guidelines for more information. Note; Site must be patient-ready. Philips personnel are not responsible for actual patient contact or operation of equipment during education sessions except to demonstrate proper equipment operation. **It is highly recommended for systems that are fully loaded or for customers with a large number of staff members to also purchase 989801292099 (CV Add OnSite Clin Educ 24h).**

Education expires one (1) year from equipment installation date (or purchase date if sold separately). Ref #106107-100915

System 12 months warranty. System subject to availability and prior sale.

2	**FDS0308	**19" Color LCD monitor in Exam**	2

19" flat panel color monitor.This LCD monitor is intended for viewing in the examination room and is designed for medical applications.

The main characteristics are:
- 19 inch Color TFT-LCD display
- Native format 1280x1024 SXGA
- Wide viewing angle (approx 170 degr)
- operated Brightness level 200 Cd/m2
- On Screen Display of control functions operated via touch buttons on front
- Internal power supply (90-264 VAC)

Compatible with:
- Standard PC format (RGBHV)
- DVI interface standard

Line #	Part #	Description	Qty

- UL60601-1
- Allura Cardio/Vascular systems

Mains connection: 110 - 240 V
Dimensions : 425(W)x375(H)x97(D) mm
Weight: 7 kg.
Colour: mushroom, front ultra dark grey

3 ****NDSA197** **Automatic Position Controller** **1**

The Automatic Position Controller (APC) for Allura Xper FD10 and FD20 systems provides two modes of operation:
Preset Position Sequence: the sequence of projections is determined through personnalized Xper Settings. Each set contains a maximum of 10 positions. Positions can be recalled in sequence or directly. The projection sequence comprises rotation angulation and SID settings related to the selected reference image.
Reference driven positioning: The projections on the reference monitors can be recalled with the push of a button. The reference driven positioning recollects the C-arm rotation angulation Flat detector image format and SID.

4 ****FDS0318** **Isolated Wall Conn.Box** **3**

Isolated Wall Connection Box
This Isolated Wall connection Box facilitates connection of the video source via standard DVI cable/connector and lossless transfer of the video signal over the approximate 30 m cable distance.
. It can be mounted in the exam room or in the control room, depending on the location of the video source.

The quantitiy of the VWCB's has to be calculated as follows:
For each video signal via MultiVision: 1 VWCB (max = 4)
For each video signal to FlexVision XL on Cardio System: 1 VWCB (max = 9)
For each video signal to FlexVision XL on Vascualr System: 1 VWCB (max = 8)
For each 3rd party video signal directly connected to an LCD in the MCS: 1x VWCB.

Note:
No VWCB is required in case a video signal is connected directly to a dedicated LCD from the following sources:
1) Xper Live/ref Slaving
2) Interventional HW (XtraVision), ViewForum, Xcelera (only if workstations are powered by Allura Xper)
3)Xper IM

5 ****NDSA500** **Upgrade kit to Release 7** **1**

This upgrade kit contains all the necessary items to upgrade the Allura Xper system to system release 7

Added Value of Xper R7 upgrade

1. Roadmap Pro. Roadmap Pro replacing existing Trace Subtract Functionality
2. Xres vascular. Standard on R7 systems for improved vascular fluoroscopy

Line #	Part #	Description	Qty

3. Remote Alerting for Proactive Support Early, remote detection of deviations in the system, enabling a quick resolution
4. Remote View. Remote viewing and take-over functionality of the screens, for more efficient support for Clinical User & FSE
5. DICOM 2000. We comply to DICOM guidelines i.e. Presentation State for acquired and last seen views
6. ECG Triggering. EP Fluoro and EP acquisitions, triggered by ECG signal
7. Average Masking during acquisition. Mainly for neuro applications. To improve IQ of mask for subtraction
8. Zone dose display + reporting. Report skin dose of patient per zone. Cardiac use
9. BodyGuard improvements.To prevent movements being stopped unintentionally (i.a. BodyGuard Safe zone area)
10. Flip lateral image. Enables to flip the lateral image. Mainly FD20/10 for Neuro use
11. Less lab downtime (add. service items) e.g. calibration conversions
12. Pan Zoom at table side. Added Pan functionality on zoomed images
13. Multi-phase variable frame rate. Addition of 3 phase and possibility to toggle between 2 and 3 phase (real time)
14. Single shot foot pedal. Single shot acquisition available via the foot switch
15. Pixel shift, additional functionality. Apply pixel shift on both a single image or on a complete run
16. Annotations, additional functionality. Change font size, type etc
17. Additional field of views. Extension to 8 Field of Views for FD20 frontal (up to 7 for lateral)

6	**NDSA399	2nd Xper Module pr	1

Second Xper Module

The second Xper Module is equal to the standard Xper Module and provides touch screen control of displayed functionality.
The following functions can be made availabe providing the relevant commercial options have been selected:

- Acquisition settings
- Image processing controls
- Automatic position control (optional)
- Channel selection for MultiVision
- Quantitative Analysis controls (optional)
- Xcelera and ViewForum viewing (optional)
- Interventional tool controls (optional)
  - Allura 3D-RA, Dynamic 3D Roadmap
  - StentBoost, Allura 3D-CA
  - XperCT, XperGuide
- XIM physiomonitoring controls (optional)

Comprising:
- Xper Module with Cabling
- Mounting materials
- Software

Connectivity:

100131 DS Xper FD10 R 7.2

Line #	Part #	Description	Qty

A maximum of 3 Xper modules can be connected to the Allura Xper system:

- one Xper module can on the XperTable
- one Xper module in the control room
- one Xper module on the Xper Pedestal

Compatible with:

- Allura Xper FD20 Rel.3
- Allura Xper FD20/10 Rel.2
- Allura Xper FD20/20 Rel.1

Power requirements: refer to system configuration.

7 ****NDSA394** **Venticular Quant.Sw pkg(Xper)** **1**

Left Ventricular Quantification Software Package. Software package for the analysis of single plane Left ventricular angiograms. Calculates the Ejection fraction and local wall motion parameters in different formats.

Functions:

- Various LV-volumes
- Ejection Fraction
- Cardiac Output
- Centerline Wall Motion
- Slager Wall Motion
- Regional Wall Motion
- Calibration routines

In addition the package allows manual measurements of line lengths (absolute and ratio's) and angulations. Multiple measurements in one image are possible.

Comprising:

- software license

Compatible with:

- Allura Xper FD10 Rel 3 and FD10/10 Rel 2 onwards
- Allura Xper FD20 Rel 2 and FD20/10 Rel 2 onwards
- Allura CV20 R1 onwards

8 ****NDSA640** **SW upgrade to Rel 7.2.5** **1**

9 ****NDSA055** **Rotational Scan** **1**

Rotational Scan provides real-time 3D impressions of complex vasculature and the coronary artery tree. It acquires multiple projections with just one contrast injection.

Rotational Scan can be used during screening procedures to quickly determine the optimal projection for the study as the angle (rotation/angulation) of the projection is indicated on each image.

Line #	Part #	Description	Qty

Compared with traditional angiography Rotational Scan can save considerable time dose and contrast while providing image detail required for diagnostic and therapeutic decisions.

Rotational Scan is possiblewith the Allura Xper systems in the side position (ceiling mounted systems) and in the head position which provides the flexibility to perform procedures virtually from head to toe.

With Allura Xper FD20

C-arm in side position:

- Max. rotation speed: 30°
- Max. rotation angle: 180°

C-arm in head position:

- Max. rotation Speed: 55°
- Max. rotation Angle: 305°

With Allura Xper FD10:

Poly G in side position (ceiling version):

- Max. rotation Speed: 30°
- Max. rotation Angle: 90°

Poly G in head position:

- Max. rotation Speed: 55°
- Max. rotation Angle: 240°

Maximum speeds are given by the framespeed specifications of the system configuration.

The speed and range of rotation are the highest available (see table). The very high speed allows using less contrast whereas the very wide rotation range provides a complete evaluation of the anatomy.

The stand is designed forvery high mechanical stability. It offers precise positioning and high reproducibility assuring you of high quality images and excellentstudies.

Operation of Rotational Scan is extremely easy. The procedure is selected set up and executed virtually within a matter of seconds supporting the highest patient throughput. A set of dedicated acquisition programs is available on the Xper Module and can be selected at the touch of a button. The rotation endand start positions are easily selected. The procedure is controlled from the exposure hand or foot-switch.

10	****NDSA395**	**Coronary Quant.Sw pkg(Xper)**	**1**

Line #	Part #	Description	Qty

Functions:

- diameter measurement along the selected segment
- cross sectional area
- %-stenosis
- pressure gradient values
- stenotic flow reserve
- calibration routines

In addition the package allows manual measurements of line lengths (absolute and ratio's) and angulations. Multiple measurements in one image are possible.

Comprising:

- software license

Compatible with:

- Allura Xper FD10 Rel 3 and FD10/10 Rel 2 onwards
- Allura Xper FD20 Rel 2 and FD20/10 Rel 2 onwards
- Allura CV20 R1 onwards

11 **NDSA201 Full AutoCall 1

(Xper)

The Auto call option is a software package to be used in conjunction with quantitative analysis software packages. It provides an auto calibration procedure for an object to be analyzed that is placed in the iso-center. When the object to be analyzed (e.g. Left Ventricle Vessel Segment) is placed in the iso-center Autocal avoids the need to:

- acquire an additional image series containing a sphere or grid for calibration purposes or
- calibrate manually on a calibration object (e.g. catheter) displayed in the image or image series to be analyzed.

12 **NDSA393 Aut. Pos. Contr. for table 1

The Automatic Position Controller (APC) for the Xper table provides two modes of operation:

- Auto positioning. The tabletop position and table height will be adjusted automatically to the pre-defined default point of interest. This to save time and x-ray dose at the start of an exam or for setting up the system for rotation scans.
- Store/recall of a position of the table top. This includes the height-, longitudinal- and lateral position of the table top.

The option comprises:

- motor drives for movement of the table top
- software license to operate the function

13 **NDSA451 Xper Swing 1

Line #	Part #	Description	Qty

The XperSwing option is an extention of Rotational Scan, providing real-time 3D impressions of the coronary artery tree. It acquires multiple projections with just one contrast injection via a fast dual axis rotational scan of the region of interest. So, rotation and angulation movements are combined in one complete scan trajectory, using the maximum rotation and angulation speed of the system. (up to 55 resp 30 degr/sec)

Swing can be used during screening procedures to quickly determine the optimal projection for the study as the angle (rotation/angulation) of the projection is indicated on each image.

Compared with traditional angiography, XperSwing can save considerable time, patient dose and contrast medium, while providing image detail required for diagnostic and therapeutic decisions. In total seven pre-programmed trajectories are available: two for Right Coronary imaging, three for Left coronary imaging and two generic trajectories. The choice depends on size and weight of the patient. These trajectories are designed to fully cover most if not all conventional projections for a diagnostic coronary angiography, much more complete then the single axis Rotational Scan.

The Swing scan is possible both with the Allura Xper systems in the side position (ceiling mounted systems) and in the head position, providing the flexibility to perform procedures virtually from head to toe.

Max. Frame speeds are given by the framespeed specifications of the system configuration.

The speed and range of rotation are the highest available (see table). The very high speed allows using less contrast, whereas the very wide rotation range provides a complete evaluation of the anatomy.

The stand is designed for a very high mechanical stability. It offers precise positioning and high reproducibility, assuring you of high quality images and excellent subtraction studies.

Operation of the XperSwing is easy. The procedure is selected, set up and executed virtually in a matter of seconds, supporting the highest patient throughput.

The set of dedicated acquisition programs with the trajectories is available on the Xper Module and can be selected at the touch of a button. The rotation end- and start-positions are easily selected. The acquisition procedure is controlled from the exposure hand- or footswitch.

14	****NDSA637**	**Table is AD7**	**1**

15	****NDSA027**	**2nd Reference LCD Display in the Examination Room**	**1**

Extension to 2 reference displays for Allura systems. Provides second set of reference images on extra LCD monitor controlled by infra-red remote-control viewpad. The number of reference images that can be stored per examination for each reference channel is configured by service up to a maximum of 999 images.

Comprising:

- Hardware and software for 2 reference channel
- 18 inch monochrome LCD monitor

16	****NDSA156**	**2 color monitors directly connected to source**	**1**

Line #	Part #	Description	Qty

Two color monitors each of them directly connected to its source.

17 ****NDSA302** **Monoplane LCD support for control room** **1**

Display support to increase display hight and create storage volume to put away keyboard, mouse and cabling

18 ****NDSA305** **Continuous Autopush** **1**

The Continuous Autopush option provides an additional Image Processor Board for theAllura Xper system.

This archive accelerator makes sure that the background archiving continues with minimal disruptions. In the standard Allura Xper system background archive jobs are interrupted by functionality which requires the Image Processor as patient review acquisition fluoroscopy etc. This option i.e. a second Image Processor Board guarantees an almost continuous stream of image archiving. The result will be that archive jobs are finished quicker which means that images will be available on a PACS destination sooner for review.

19 ****NDSA306** **RIS / CIS DICOM interface** **1**

This package allows communication of the Allura Xper system with a local information system (CIS or RIS). The interfaceusesthe DICOM Worklist Management (DICOM WLM) and Modality Performed Procedure Step (DICOM MPPS) standards.

If a hospital has an Allura Xper system and an information system it can receive patient and examination request information from the information system and report examination results in order to:

- Eliminate the need for retyping patient information on the Allura Xper
- Prevent errors in typing patient names and registration numbers (ensuring consistency with IS information to prevent problems in archive clusters ortosearch fora name in case of later retrieval)
- Inform the IS about the acquired images and radiation dose
- Upon request from the Allura Xper system the complete worklist with all relevant patient and examination data is returned from the IS to the Allura Xper system. For each patient the following information will be shown on the Allura Xper after it has been retrieved from the IS:

Patient Identification:

- Patient name
- Patient ID
- Birth date
- Sex

Examination/Request Information:

- Accession number
- Scheduled procedure step start time
- Scheduled performing physician's name

It is possible at all times to enter patient demographics information manually within the Allura Xper system in case of an emergency or in case the local Information System connection is down.

Line #	Part #	Description	Qty

On request of the clinical user the Integris will report the following information about the selected patient to the IS:
Patient Identification:

- Patient name
- Patient ID
- Birth date
- Sex

Examination/Request Information:

- Accession number
- Performed procedure step status start/end date and time
- Performing physician's name
- Referenced image sequence

Radiation dose:

- Total time of fluoroscopy
- Accumulated fluoroscopy dose
- Accumulated exposure dose
- Total dose
- Total number of exposures
- Total number of frames

Further detailed information can be found in the Allura Xper DICOM Conformance Statement.

The interface requires an EasyLink (hardware and software) if the IS is not compliant withDICOM Work List Management and Modality Performed Procedure Step.

20 ****NDSA103** **Standard line rate video input/output** **1**

Standard line rate video input/output. Standard 625 (525) lines 50 (60) Hz. video input/output board.Required for connection of standard line rate video peripherals like a VCR providing the required video signal for recording and allowing replay of VCR images on the life monitor of the system. The option also comprises control forautomatic start and stop recording of a VCR synchronous to the generation of X-ray (fluoroscopy and Exposures). In case of fluoro boost in excess of 10 R/min and in case of exposures the INTEGRIS system provides the start/stop recording signal for a VCR.

21 ****NDSA403** **Pivot for table base.** **1**

For angiographic- and interventional procedures of the upper peripherals.
Provides improved table access for patient transfer.
Allows pivoting of the table base around its vertical axes.
Pivot range from -90 degrees to + 180 degrees (or -180 to +90 degrees) with locked positions on 0, -13/+13 (facilitating arm-angiography) and -90/+90 and 180 degrees.

Comprising:

- pivot device with graduated scale.

To be mounted on the universal floor plate of the table.

Compatible with Xper Table

22 ****NDSA174** **Catheterisation arm support** **1**

Line #	Part #	Description	Qty

For brachial catheterization and digital imaging technique the support is made of X-ray transparent material with exception of the fixingclamp and pivots.

23	**FDS0034	**Mon. cable carrier cliprail**	1

Additional monitor cable carrier for Cliprails.

This is an extra monitor cable hose relief between the MCC and the ceiling inlet.

For instance if the ceiling inlet cannot be placed in the middle of the cliprails (due room restrictions).

This item is not suitable for Monitor Ceiling Carriage (MCC) mounting or for Stand hose.

24	**989600213942	**AD5 TO XPER TABLE ADAPT. PLATE**	1
25	**989600077154	**Clip rails 390cm for MCC**	1

Ceiling rails for monitor carriage. Comprising:2 clip rails length 390 cm and mounting material for 200 cm track pitch. Compatible with:monitor ceiling carriage 9896 0 7699

26	**NDSA213	**First Xper module is located in Examination Room**	1

First Xper module is located in Examination Room

27	**NDSA218	**Second Xper module is located in Control room**	1

Second Xper module is located in Control room

28	**NDSA153	**Two rows of 3 (6M)**	1
29	**NDSA383	**Ceiling Height is 290cm**	1

Ceiling height is 290cm

30	**989801292098	**CV Add OnSite Clin Educ 16h**	1

Clinical Education Specialists will provide sixteen (16) hours of CV OnSite Education for up to four (4) students, selected by customer, including technologists from night/weekend shifts if necessary. CEU credits may be available for each participant that meets the guidelines provided by Philips. Note: Philips personnel are not responsible for actual patient contact or operation of equipment during education sessions except to demonstrate proper equipment operation. Education expires one (1) year from the earlier of equipment delivery date or purchase date.

31	**989801292102	**CV Full Travel Pkg OffSite**	2

Includes one (1) participant's airfare from North American customer location to Cleveland, Ohio, with lodging, ground transportation, and meal expenses. Breakfast/dinner provided by the hotel, and lunch/breaks are catered by Philips. All other expenses will be the responsibility of the attendee. Details are provided during the scheduling process. Note: Cancellation/rescheduling policy strictly enforced.

Education expires one (1) year from equipment installation date (or purchase date if sold separately).

100131 DS Xper FD10 R 7.2

Line #	Part #	Description	Qty
32	**980306640009	**Blue Anti-Fatigue Floor Mat w/ Logo**	2
	Blue Anti-Fatigue Floor Mat w/ Logo		
33	**980406041009	**Rad Shield w/ Arm (Contoured) 61X76**	1
	Contoured Rad Shield with Arm rest. 61X76		
34	**980406190009	**PIVOTING TABLE-MOUNTED RADIATION SHIELD**	1

Table-mounted radiation shield for additional protection of physician and staff against scatter radiation. The shield consists of two protective parts: a lower shield and an upper shield. The shield is specially designed for use with the AD5 patient table.

The table mounted radiation shield provides the following features:

- Mounting to either the right orleft tableaccessory rails;
- Pivoting into the required working position;
- Pivoting into the parking underneath the tabletop facilitating patient preparation;
- The upper shield can be positioned upright providing optimal protection or can be folded down for free access to the patient.

The table mounted radiation shield includes:

- Lower shield measuring 70 cm high 80 cm wide 0.5 mm Pbequivalence;
- Upper shield measuring 40 cm high 50 cm wide 0.5 mm Pbequivalence;
- Mounting clamp;

Docking device for wall mounting.

35	**989801220012	**Cable Spooler**	1
36	**989801220037	**M LED 3MC Light**	1
	MAVIG M3 MC LED - Multi Color / power Supply Included Includes Portegra2 Ext Spring Arm 75/90cm		
37	**989801220064	**Medrad Xper Cable Rack Mnt**	1
38	**989801220078	**Medrad Provis Rack Mount**	1

The MARK V ProVis rack mount version is a contrast medium power injector which is dedicated for system integration.
The injector is accomplished with microprocessor control of the flow rate the volume and the pressure. A dual turret
syringe system is applied suitable for 2x150 ml disposable syringes.

- flow rate can be set in ml/sec. ml/min. and ml/hour.
- display of achieved rate volume pressure and time.
- constant update and display of total injected contrast per patient
- injection programs can be stored and retrieved.

100131 DS Xper FD10 R 7.2

Line #	Part #	Description	Qty

Comprising:

- electronic unit for rack mounting with power cable (3 m)
- injector head with controls heater system and cable (4.6 m)
- two disposable 150 ml syringes with pressure jackets and dual turret.
- control panel with cable (15 m)
- hand switch with coiled cable
- system interface cable 24 m with D connector
- rack mount installation kit
- table mount for injector power head of the injector MARK V ProVis
- Connector kit for injector head which is a kit for mounting the connector of the injector head extension cable at the connection box of the Angio DIAGNOST 5 table withcover for connection box of the AD5 for insulated mounting of the injector head connector
- mounting material
- injector head extension cable 18 m with mounting instructions for connector assembly

39 ****989801220080** **Portegra 2 360 Ceiling Column** **1**

Portegra 2 360 Column w/ trolley and ceiling track

40 **SP006** **Turnkey Operation** **1**

Turnkey Project N-SOU131099 Project Budget and SOW for FD 10 Diamond Select Rex Healthcare – Raleigh, N.C. April 4, 2013,

41 **SP003** **Installation Labor** **1**

Weekend labor for installation

42 **SP059D** **System Admin** **1**

Air Freight charges for expedited delivery of the system

43 **SP019** **Trade in Allowance** **1**

Customer represents and warrants that (i) Customer has, and shall have when title passes, good and marketable title to the equipment being traded in and (ii) has the authority to effect such trade in.

Product: 722017 Integris Allura 9F
Serial Number: 82577
Manufacturer: PHILIPS HEALTHCARE

Trade-In authorization number:	22759
Trade-In Value:	$14,000.00
De-install Date:	7/21/2013

Customer will be trading-in equipment that is described on the attached System Disclosure Form (the "Trade-In"), which Trade-In the parties agree (i) will be removed on the De-install Date and (ii) is currently in the condition as represented on the System Disclosure Form. In addition, the parties agree as follows:

1. Customer represents and warrants that Customer has good and marketable title to the Trade-In as of the date of this Quotation and will have good and marketable title when Philips removes the Trade-In from Customer's site (the "Removal Date");

Line #	Part #	Description	Qty

2. Title to the Trade-In shall pass from Customer to Philips on the Removal Date, unless otherwise agreed by Philips and the Customer;
3. Notwithstanding anything to the contrary in any Business Associate Addendum, Customer represents and warrants that as of the Removal Date all Protected Health Information will have been de-identified or removed from the Trade-In;
4. Philips may test and inspect the Trade-In prior to de-installation. If the condition of the Trade-In is not substantially the same on the Removal Date (ordinary wear and tear excepted) as it is identified on the System Disclosure Form, then Philips may reduce the price quoted for the Trade-In;
5. If the removal date is delayed until after the De-Install Date, unless Philips causes the delay, then Philips may reduce the price quoted for the Trade-In by six percent (6%) per month.
6. Philips is responsible for normal de-installation costs of the Trade-In.
7. The trade-in value will not include costs associated for any facility modifications and/or rigging required for de-installation and must be accounted for separately.
8. Customer is responsible for all plumbing necessary to properly drain coolant from chiller system and cap the lines.
9. Prior to the Removal Date, Customer shall remove from the room all equipment that is not being de-installed.

44	SEBLRSVNP1	Customer Note	1

Six monitor boom supplied. Five monitors supplied: monochrome live, reference, second reference; two color monitors. One open slot for color LCD for customer-supplied hemo display.

********PROMOTIONS********

Promotion Name	Description
DS SmartPath Loyalty Promotion Q2, 2013	This special Customer Loyalty promotion provides an additional discount to existing Interventional X-ray customers with selected Integris systems installed. In addition to the dollar discount this promotion provides, the Customer Loyalty Program can reduce room down time and room construction costs by installing the Allura Xper System within the existing room footprint. All orders for this promotion must be received on or before June 28, 2013.
Mono Closer Q2, 2013	All orders for this promotion must be received on or before June 28, 2013.

NET PRICE $679,358.46

Buying Group: MEDASSETS SUPPLY CHAIN SYSTEMS INC Contract #: EP 137

Addt'l Terms:

Each Quotation solution will reference a specific Buying Group/Contract Number representing an agreement containing discounts, fees and any specific terms and conditions which will apply to that single quoted solution. If no Buying Group/Contract Number is shown, Philips' Terms and Conditions of Sale will apply to the quoted solution.

Each equipment system listed on purchase order/orders represents a separate and distinct financial transaction. We understand and agree that each transaction is to be individually billed and paid.

Price above does not include any applicable sales taxes.

The preliminary delivery request date for this equipment is:_____.

If you do not issue formal purchase orders indicate by initialing here_____.

Tax Status:

Taxable_____ Tax Exempt_____

If Exempt, please indicate the Exemption Certification Number:_____, and attach a copy of the certificate.

Delivery/Installation Address:

_____

_____

_____

Invoice Address:

_____

_____

_____

Contact Phone #:

_____

Contact Phone #:

_____

Purchaser approval as quoted:

_____

Date:

_____

Title:

_____

This quotation is signed and accepted by an authorized representative in acknowledgement of the system configuration, terms and conditions stated herein.

Philips Standard Terms and Conditions of Sale

The products and services listed in the quotation are offered by Philips Healthcare, a division of Philips Electronics North America Corporation ("Philips") only under the terms and conditions described below.

1. Price; Taxes. The purchase price stated in the quotation does not include applicable sales, excise, use, or other taxes in effect or later levied. Customer shall provide Philips with an appropriate exemption certificate reasonably in advance of the date the product is available for delivery otherwise, Philips shall invoice Customer for those taxes, and Customer shall pay those taxes in accordance with the terms of the invoice.

2. Cancellation. Philips' cancellation policies are set forth in the applicable schedule attached to these Terms and Conditions of Sale.

3. Payment Terms.
3.1 Unless otherwise specified in the quotation, Philips will invoice Customer, and Customer will immediately pay such invoice on receipt for each product in accordance with the payment terms set forth in the applicable schedule attached to these Terms and Conditions of Sale:
3.2 Orders are subject to Philips' on-going credit review and approval.
3.3 Customer shall pay interest on any amount not paid when due at the maximum rate permitted by applicable law. If Customer fails to pay any amount when due, in addition to any other rights or remedies available to Philips at law or in equity, Philips may discontinue the performance of services, discontinue the delivery of the product, or deduct the unpaid amount from any amounts otherwise owed to Customer by Philips under any agreement with Customer. In any action initiated to enforce the terms of the quotation following a Customer default or product cancellation under an order arising from the quotation, Philips shall be entitled to recover as part of its damages all costs and expenses, including reasonable attorneys' fees, in connection with such action.
3.4 Credit Card. Philips, at its discretion, will accept a credit card for payment on orders with a net value of $50,000 or less.

4. Trade - In. If Customer will be trading-in any equipment ("Trade-In"), then:
4.1 Customer represents and warrants that Customer has good and marketable title to such Trade-In;
4.2 Title to the Trade-In shall pass from Customer to Philips upon Philips making the new equipment available for first patient use. Removal of the Trade-In from Customer's site shall occur no later than the date Philips makes the new product available for first patient use, unless otherwise agreed in writing between Philips and the Customer; and
4.3 Notwithstanding anything to the contrary in any Business Associate Addendum ("BAA"), Customer represents and warrants that Customer has removed or de-identified all Protected Health Information ("PHI") from the Trade-In equipment as of the date the equipment is removed. To the extent Customer has not done so, Customer agrees to reimburse Philips for any out-of-pocket costs Philips incurs to remove or de-identify PHI from the Trade-In.
4.4 If (a) the condition of the Trade-In is not substantially the same when Philips removes the Trade-In (ordinary wear and tear excepted) as it was when Philips quoted the Trade-In value; or (b) Customer delays the removal of the Trade-In, then Philips may reduce the price quoted for such Trade-In or cancel the Trade-In and Customer will pay the adjustment amount within thirty (30) days of receipt of invoice.
4.5 If Philips does not receive possession of the Trade-In, Philips will charge Customer, and Customer will pay within thirty (30) days of receipt of invoice, the amount of the Trade-In allowance.
4.6 Evidence that Customer intends to trade in an asset as part of the purchase or lease of any product(s) shall be in the form of, but not limited to: (a) receiving a trade in quote and/or authorization from Philips on the value of the asset to be traded in; (b) providing Philips with serial numbers of assets to be traded in; and/or, (c) providing Philips with a de-installation date to remove an existing asset in order to install Philips quoted equipment.

5. Leases. If Customer desires to convert the purchase of any product to a lease, Customer will arrange for the lease agreement and all other related documentation to be reviewed and approved by Philips not later than ninety (90) days prior to the date of the availability for delivery of major components of the product. The Customer is responsible for converting the transaction to a lease, and is required to secure the leasing company's approval of all of these Terms and Conditions of Sale. No product will be delivered to the Customer until Philips has received copies of the fully executed lease documents and has approved the same.

6. Security Interest. Customer hereby grants to Philips a purchase money security interest in the products until all payments have been made. Customer shall sign any financing statements or other documents necessary to perfect Philips' security interests in the products. Where permitted by applicable law, Customer's signature on the quotation or on a purchase order issued as a result of the quotation gives Philips the right to sign on Customer's behalf and file any financing statement or other documents to perfect Philips' security interest in the product.

7. Shipment and Risk of Loss.
7.1 The applicable schedule attached to these Terms and Conditions of Sale shall apply for delivery.
7.2 Title to any product (excluding software), and the risk of loss or damage to any product shall pass to the Customer F.O.B. destination. Customer shall obtain and pay for insurance covering such risks at destination.

8. Installation, Site Preparation, Remote Services.
8.1 **Installation.** Customer shall provide Philips full and free access to the installation site and suitable and safe space for the storage of the products before installation. Customer shall advise Philips of conditions at or near the site, including any hazardous materials, that could adversely affect the installation or pose a health or safety risk to Philips' personnel, and shall ensure that those conditions are corrected and hazardous materials removed, and that the site is fully prepared and available to Philips before installation work begins. Customer shall ensure, at no charge to Philips, that there are no obstacles preventing Philips from moving the product from the entrance of the Customer's premises to the installation site. Customer shall be responsible, at its expense, for rigging, the removal of partitions or other obstacles, and restoration work. The products will be installed during normal working hours. Philips will unpack the product, construct applicable pads (if required for certain products), connect the product to a safety switch or breaker to be installed by the Customer, and calibrate and test the product. If local labor conditions, including but not limited to a requirement to utilize union labor, require the use of non-Philips employees to participate in the installation of the product, then such participation of non-Philips employees shall be at Customer's expense. In such case, Philips will provide engineering supervision during the installation.

8.2 **Site Preparation.** Except where Philips has agreed in writing to provide construction services for a fee pursuant to a construction agreement and scope of work signed by Customer, Customer shall be responsible, at its expense, for the preparation of the installation site where the product will be installed including any required structural alterations. Customer shall provide any and all plumbing, carpentry work, conduit, wiring including communications and/or computer wiring, network equipment, power supply, surge suppression and power conditioning (except to the extent they are expressly included in the quotation), fire protection and environmental controls, ground fault and isolation system, and other fixtures and utilities required to properly attach, install, and use the product. Site preparation shall be in compliance with all safety, electrical, RF or magnetic shielding and acoustical suppression and building codes relevant to the product and its installation and use. The sufficiency of any installation site plans shall be the responsibility of Customer. Customer, at its expense, shall obtain all permits and licenses required by federal, state, or local authorities in connection with the installation and operation of the product, including any certificate of need and zoning variances. PHILIPS MAKES NO WARRANTY AND ASSUMES NO LIABILITY FOR THE FITNESS OR ADEQUACY OF THE SITE IN WHICH THE PRODUCT IS TO BE INSTALLED OR USED. CUSTOMER INDEMNIFIES PHILIPS AGAINST ANY CLAIMS, INCLUDING SUBROGATION CLAIMS, ARISING FROM CUSTOMER'S SITE PREPARATION RESPONSIBILITIES.
8.3 **Remote Services Network ("RSN").** Customer will (a) provide Philips with a secure location at Customer's premises to store one Philips RSN router (or a Customer-owned router acceptable to Philips at Customer's option) for connection to the equipment and to Customer's network; and (b) at all times during the warranty period provide Philips with full and free access to the router and a dedicated broadband Internet access node, including but not limited to public and private interface access, suitable to establish a successful connection to the products through the Philips RSN and Customer's network for Philips' use in remote servicing of the product, remote assistance to personnel that operate the products, updating the products software, transmitting automated status notifications from the product and regular uploading of products data files (such as but not limited to error logs and utilization data for improvement of Philips products and services and aggregation into services). Customer's failure to provide such access at the scheduled time will constitute Customer's waiver of the scheduled planned maintenance service and will void support or warranty coverage of product malfunctions until such time as planned maintenance service is completed or RSN access is provided. Customer agrees to pay Philips at the prevailing demand service rates for all time spent by Philips service personnel waiting for access to the products.

9. Product Warranty.
9.1 If a separate product warranty page prints as part of this quotation, that product warranty applies to your purchase and is incorporated herein; otherwise Section 9.2-9.7 shall apply.
9.2 **Hardware/Systems.** Philips warrants to Customer that the Philips equipment (including its operating software) will perform in substantial compliance with its performance specifications in the documentation accompanying the products, for a period of 12 months beginning upon availability for first patient use.
9.3 **Stand-alone Licensed Software.** For a period of ninety (90) days from the date Philips makes Stand-alone Licensed Software available for first patient use, such Stand-alone Licensed Software shall substantially conform to the technical user manual that ships with the Stand-alone Licensed Software. "Stand-alone Licensed Software" means sales of Licensed Software without a contemporaneous purchase of a server for the Licensed Software. If Philips is not the installer of the Stand-alone Licensed Software, the foregoing warranty period shall commence upon shipment.
9.4 If the start of the installation is delayed for any reason beyond the control of Philips for more than thirty (30) days following the date that Philips notifies Customer that the major components of the product are available for delivery, the warranty period begins on the thirty-first (31st) day following that date.
9.5 Philips' sole obligations and Customer's exclusive remedy under any product warranty are limited, at Philips' option, to the repair or the replacement of the product or a portion thereof within thirty (30) days after receipt of written notice of such material breach from Customer ("Product Warranty Cure Period") or, upon expiration of the Product Warranty Cure Period, to a refund of a portion of the purchase price paid by the Customer, upon Customer's request. Any refund will be paid to the Customer when the product is returned to Philips. Warranty service outside of normal working hours (i.e, 8:00 A.M. to 5:00 P.M., Monday through Friday, excluding Philips' observed holidays), will be subject to payment by Customer at Philips' standard service rates.
9.6 This warranty is subject to the following conditions: the product (a) is to be installed by authorized Philips representatives (or is to be installed in accordance with all Philips installation instructions by personnel trained by Philips); (b) is to be operated exclusively by duly qualified personnel in a safe and reasonable manner in accordance with Philips' written instructions and for the purpose for which the products were intended; and (c) is to be maintained and in strict compliance with all recommended and scheduled maintenance instructions provided with the product; and Customer is to notify Philips immediately if the product at any time fails to meet its printed performance specifications. Philips' obligations under any product warranty do not apply to any product defects resulting from improper or inadequate maintenance or calibration by the Customer or its agents; Customer or third party supplied interfaces, supplies, or software including without limitation loading of operating system patches to the Licensed Software and/or upgrades to anti-virus software (except DAT file changes) running in connection with the Licensed Software without prior validation approval by Philips; use or operation of the product other than in accordance with Philips' applicable product specifications and written instructions; abuse, negligence, accident, loss, or damage in transit; improper site preparation; unauthorized maintenance or modifications to the product; or viruses or similar software interference resulting from connection of the product to a network. Philips does not provide a warranty for any third party products furnished to Customer by Philips under the quotation; however, Philips shall use reasonable efforts to extend to Customer the third party warranty for the product. The obligations of Philips described herein and in the applicable product-specific warranty document are Philips' only obligations and Customer's sole and exclusive remedy for a breach of a product warranty.
9.7 THE WARRANTIES SET FORTH HEREIN AND IN PHILIPS' WARRANTY DOCUMENT WITH RESPECT TO A PRODUCT (INCLUDING THE SOFTWARE PROVIDED WITH THE PRODUCT) ARE THE ONLY WARRANTIES MADE BY PHILIPS IN CONNECTION WITH THE PRODUCT, THE SOFTWARE, AND THE TRANSACTIONS CONTEMPLATED BY THE QUOTATION, AND ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, WHETHER WRITTEN, ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Philips may use refurbished parts in the manufacture of the products, which are subject to the same quality control procedures and warranties as for new products.

10. Philips Proprietary Service Materials. Any Philips maintenance or service software and documentation provided with the product and/or located at Customer's premises is intended solely to assist Philips and its authorized agents to install and to test the products or to assist Philips and its authorized agents to maintain and to service the products under warranty or a separate support agreement with Customer. Customer agrees to restrict access to such software and documentation to Philips' employees and those of Philips' authorized agents only and to permit Philips to remove its Proprietary Service Materials upon request.

11. Patent Infringement Claims.
11.1 Philips shall indemnify, defend, and hold harmless Customer against any new claim that a Philips Product provided in the quotation infringes, misappropriates, or violates any third party intellectual property right, whether patent, copyright, trademark, or trade secret, provided that Customer: (a) provides Philips prompt written notice of the claim; (b) grants Philips full and complete information and assistance necessary for Philips to defend, settle, or avoid the claim; and (c) gives Philips sole control of the defense or settlement of the claim.
11.2 The provisions of this section shall not apply if the product is sold or transferred.
11.3 If (a) a Philips' Product is found or believed by Philips to infringe such a claim; or, (b) Customer has been enjoined from using the Philips Product pursuant to an injunction issued by a court of competent jurisdiction, Philips may, at its option, (i) procure the right for Customer to use the product, (ii) replace or modify the product to avoid infringement, or (iii) refund to Customer a portion of the product purchase price upon the return of the original product. Philips shall have no obligation for any claim of infringement arising from: Philips' compliance with Customer's designs, specifications, or instructions; Philips' use of technical information or technology supplied by Customer; modifications to the product by Customer or its agents; use of the product other than in accordance with the product specifications or applicable written product instructions; use of the product with any other product; if infringement would have been avoided by the use of a current unaltered release of the products; or use of the Philips Product after Philips has advised Customer, in writing, to stop use of the Philips Product in view of the claimed infringement. Philips will not be liable for any claim where the damages sought are based directly or indirectly upon the quantity or value of products manufactured by means of the products purchased under this quotation, or based upon the amount of use of the product regardless of whether such claim alleges the product or its use infringes or contributes to the infringement of such claim. The terms in this section state Philips' entire obligation and liability for claims of infringement, and Customer's sole remedy in the event of a claim of infringement.

12. Limitation of Liability. THE TOTAL LIABILITY, IF ANY, OF PHILIPS AND ITS AFFILIATES FOR ALL DAMAGES AND BASED ON ALL CLAIMS, WHETHER ARISING FROM BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHER TORT, OR OTHERWISE, ARISING FROM A PRODUCT, LICENSED SOFTWARE, AND/OR SERVICE IS LIMITED TO THE PRICE PAID HEREUNDER FOR THE PRODUCT, LICENSED SOFTWARE, OR SERVICE.
THIS LIMITATION SHALL NOT APPLY TO:
(a) THIRD PARTY CLAIMS FOR BODILY INJURY OR DEATH CAUSED BY PHILIPS' NEGLIGENCE OR PROVEN PRODUCT DEFECT;
(b) CLAIMS OF TANGIBLE PROPERTY DAMAGE REPRESENTING THE ACTUAL COST TO REPAIR OR REPLACE PHYSICAL PROPERTY DAMAGE;
(c) OUT-OF-POCKET COSTS INCURRED BY CUSTOMER TO PROVIDE PATIENT NOTIFICATIONS, REQUIRED BY LAW, TO THE EXENT SUCH NOTICES ARE CAUSED BY PHILIPS' UNAUTHORIZED DISCLOSURE OF PHI; and,
(d) FINES/PENALTIES LEVIED AGAINST CUSTOMER BY GOVERNMENT AGENCIES CITING PHILIPS' UNATHORIZED DISCLOSURE OF PHI AS THE BASIS OF THE FINE/PENALTY, ANY SUCH FINES OR PENALTIES SHALL CONSTITUTE DIRECT DAMAGES.

13. DISCLAIMER. IN NO EVENT SHALL PHILIPS OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST REVENUES OR PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES WHETHER ARISING FROM BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHER TORT.

14. Confidentiality. Each party shall maintain as confidential any information furnished or disclosed to one party by the other party, whether disclosed in writing or disclosed orally, relating to the business of the disclosing party, its customers and/or its patients, and the quotation and its terms, including the pricing terms under which Customer has agreed to purchase the products. Each party shall use the same degree of care to protect the confidentiality of the disclosed information as that party uses to protect the confidentiality of its own information, but in no event less than a reasonable amount of care. Each party shall disclose such confidential information only to its employees having a need to know such information to perform the transactions contemplated by the quotation. The obligation to maintain the confidentiality of such information shall not extend that (a) is or becomes generally available to the public without violation of this Agreement or any other obligation of confidentiality or (b) is lawfully obtained by the receiving Party from a third party without any breach of confidentiality or violation of law.

15. Compliance with Laws & Privacy.
15.1 Each party shall comply with all laws, rules, and regulations applicable to the party in connection with the performance of its obligations in connection with the transactions contemplated by the quotation, including, but not limited to, those relating to affirmative action, fair employment practices, FDA, Medicare fraud and abuse, and the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Health care providers are reminded that if the purchase includes a discount or loan, they must fully and accurately report such discount or loan on cost reports or other applicable claims for payment submitted under any federal or state health care program, including but not limited to Medicare and Medicaid, as required by federal law (see 42 CFR 1001.952[h]).
15.2 In the course of providing project implementation related services and/or warranty services to Customer, hereunder, it may be necessary for Philips to have access to, view and/or download computer files from the products that might contain Personal Data. "Personal Data" means information relating to an individual, from which that individual can be directly or indirectly identified. Personal Data can include both personal health information (i.e. images, heart monitor data, and medical record number) and non-health information (i.e. date of birth, gender). Philips will process Personal Data only to the extent necessary to perform and/or fulfill its project implementation related service, warranty service and/or warranty obligations hereunder.
15.3 It is Customer's responsibility to notify Philips if any portion of the order is funded under the American Reinvestment and Recovery Act ("ARRA"). To ensure compliance with the ARRA regulation, Customer shall include a clause stating that the order is funded under ARRA on its purchase order or other document issued by Customer.

16. Excluded Provider. Philips represents and warrants that Philips, its employees and subcontractors, are not debarred, excluded, suspended or otherwise ineligible to participate in a federal health care program, nor have they been convicted of any health care related crime for the products and services provided under this Agreement (an "Excluded Provider"). Philips shall promptly notify Customer when it becomes aware that Philips or any of its employees or subcontractors, providing services hereunder, have become an Excluded Provider whereupon Customer may terminate this order by express written notice for product and services not yet shipped or rendered.

17. General Terms. The following additional terms shall be applicable to the purchase of a product:
17.1 **Force Majeure.** Each party shall be excused from performing its obligations (except for payment obligations) arising from any delay or default caused by events beyond its reasonable control including, but not limited to, acts of God, acts of third parties, acts of any civil or military authority, fire, floods, war, embargoes, labor disputes, acts of sabotage, riots, accidents, delays of carriers, subcontractors or suppliers, voluntary or mandatory compliance with any government act, regulation or request, shortage of labor, materials or manufacturing facilities.
17.2 **Bankruptcy.** If Customer becomes insolvent, is unable to pay its debts when due, files for bankruptcy, is the subject of involuntary bankruptcy, has a receiver appointed, or has its assets assigned, Philips may cancel any unfulfilled obligations, or suspend performance; however, Customer's financial obligations to Philips shall remain in effect.
17.3 **Assignment.** Customer may not assign any rights or obligations in connection with the transactions contemplated by the quotation without the prior written consent of Philips, which consent shall not be unreasonably withheld, and any attempted assignment without such consent shall be of no force or effect.
17.4 **Export.** Customer shall assume sole responsibility for obtaining any required export authorizations in connection with Customer's export of the products from the country of delivery.
17.5 **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, ITS SUCCESSSORS' 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.
17.6 **Entire Agreement.** These Terms and Conditions of Sale, the terms and conditions set forth in the quotation and the applicable Philips' product-specific warranty document constitute the entire understanding and agreement by and between the parties with respect to the transactions contemplated by the quotation, and supersede any previous understandings or agreements between the parties, whether written or oral, regarding the transactions contemplated by the quotation. The pricing in the quotation is based upon the terms and conditions in the quotation. No additional terms, conditions, consents, waivers, alterations, or modifications shall be binding unless in writing and signed by the parties. Customer's additional or different terms and conditions, whether stated in a purchase order or other document issued by Customer, are specifically rejected and shall not apply to the transactions contemplated by the quotation.
17.7 **Headings.** The headings in the quotation are intended for convenience only and shall not be used to interpret the quotation.
17.8 **Severability.** If any provision of the quotation is deemed to be illegal, unenforceable, or invalid, in whole or in part, the validity and enforceability of the remaining provisions shall not be affected or impaired, and shall continue in full force and effect.
17.9 **Notices.** Notices or other communications shall be in writing, and shall be deemed served if delivered personally, or if sent by facsimile transmission, by overnight mail or courier, or by certified mail, return receipt requested and addressed to the party at the address set forth in the quotation.
17.10 **Performance.** The failure of Customer or of Philips at any time to require the performance of any obligation will not affect the right to require such performance at any time thereafter. Course of dealing, course of performance, course of conduct, prior dealings, usage of trade, community standards, industry standards, and customary standards and customary practice or interpretation in matters involving the sale, delivery, installation, use, or service of similar or dissimilar products or services shall not serve as references in interpreting the terms and conditions of the quotation.
17.11 **Obligations.** Customer's obligations are independent of any other obligations the Customer may have under any other agreement, contract, or account with Philips. Customer will not exercise any right of offset in connection with the terms and conditions in the quotation or in connection with any other agreement, contract, or account with Philips.
17.12 **Additional Terms.** The Product specific schedules listed below are incorporated herein as they apply to the equipment listed on the quotation and their additional terms shall apply solely to Customer's purchase of the products specified therein.
If any terms set forth in a schedule conflict with terms set forth in these Terms and Conditions of Sale, the terms set forth in the schedule shall govern:
(a) Schedule 1: Xcelera, Xper IM, Cardiovascular Information System (CVIS) and TraceMasterVue EKG Storage System (TMV) Products.

LICENSED SOFTWARE

1. License Grant.
1.1 Subject to any usage limitations for the Licensed Software set forth on the product description of the quotation, Philips grants to Customer a nonexclusive and non-transferable right and license to use the computer software package ("Licensed Software") in accordance with the terms of the quotation. The License shall continue for as long as Customer continues to own the product, except that Philips may terminate the License if Customer is in breach or default. Customer shall return the Licensed Software and any authorized copies thereof to Philips immediately upon expiration or termination of this License.
1.2 The License does not include any right to use the Licensed Software for purposes other than the operation of the product. Customer may make one copy of the Licensed Software in machine-readable form solely for backup purposes. Philips reserves the right to charge for backup copies created by Philips. Except as otherwise provided under section 1.6, Customer may not copy, reproduce, sell, assign, transfer, or sublicense the Licensed Software for any purpose without the prior written consent of Philips. Customer shall reproduce Philips' copyright notice or other identifying legends on such copies or reproductions. Customer will not (and will not allow any third party to) decompile, disassemble, or otherwise reverse engineer or attempt to reconstruct or discover the product or Licensed Software by any means whatsoever.
1.3 The License shall not affect the exclusive ownership by Philips of the Licensed Software or of any trademarks, copyrights, patents, trade secrets, or other intellectual property rights of Philips (or any of Philips' suppliers) relating to the Licensed Software.
1.4 Customer agrees that only authorized officers, employees, and agents of Customer will use the Licensed Software or have access to the Licensed Software (or to any part thereof), and that none of Customer's officers, employees, or agents will disclose the Licensed Software, or any portion thereof, or permit the Licensed Software, or any portion thereof, to be used by any person or entity other than those entities identified on the quotation. Customer acknowledges that certain of Philips' rights may be derived from license agreements with third parties, and Customer agrees to preserve the confidentiality of information provided by Philips under such third party license agreements.
1.5 The Licensed Software shall be used only on the product(s) referenced in the quotation.
1.6 Customer may transfer the Licensed Software in connection with sale of the product to a healthcare provider who accepts all of the terms and conditions of this License; provided that Customer is not in breach or default of this License, the Terms and Conditions of Sale, or any payment obligation to Philips.

2. Modifications.
2.1 If Customer modifies the Licensed Software in any manner, all warranties associated with the Licensed Software and the products shall become null and void. If Customer or any of its officers, employees, or agents should devise any revisions, enhancements, additions, modifications, or improvements in the Licensed Software, Customer shall disclose them to Philips, and Philips shall have a non-exclusive royalty-free license to use and to sub-license them.
2.2 The Licensed Software is licensed to Customer on the basis that (i) Customer shall maintain the configuration of the products as they were originally designed and manufactured and (ii) the product includes only those subsystems and components certified by Philips. The Licensed Software may not perform as intended on systems modified by other than Philips or its authorized agents, or on systems which include subsystems or components not certified by Philips. Philips does not assume any responsibility or liability with respect to unauthorized modification or substitution of subsystems or components.

071612 (Rev I)

Schedule 1

Interventional X-Ray (iXR), Diagnostic X-Ray (DXR), Computed Tomography (CT), Magnetic Resonance (MR), Positron Emission Tomography (PET), Nuclear Medicine (NM), Radiation Oncology (PROS), Women's Healthcare (WHC), and Ultrasound (US) products (including Image Guided Intervention and Therapy (IGIT) Products)

1. Payment Terms.
Unless otherwise specified in the quotation, Philips will invoice Customer, and Customer will pay such invoice on receipt, as follows:
1.1 For Interventional X-Ray (iXR), Diagnostic X-Ray (DXR), Computed Tomography (CT), Magnetic Resonance (MR), Positron Emission Tomography (PET), Nuclear Medicine (NM), Radiation Oncology (PROS), and Women's Healthcare (WHC):
(a) 10% of the purchase price shall be due with Customer's acceptance of the quotation.
(b) 70% of the purchase price shall be due on delivery of the major components of the product. Product installation will not begin until Customer has paid this portion of the purchase price.
(c) 20% of the purchase price shall be due when the product is available for first patient use. Available for first patient use means the product has been installed and substantially meets Philips' published specifications.
1.2 For Ultrasound(US) products (including IGIT Products):
(a) 100% of the purchase price shall be due thirty (30) days from Philips' invoice date.
1.3 If the start of the installation is delayed for any reason beyond the control of Philips for more than thirty (30) days following the date that Philips notifies customer that the major components of the product are available for delivery, the unpaid portion of the purchase price shall be due on the thirty-first (31st) day following such date.

2. Cancellation. The quotation is subject to change or withdrawal prior to written acceptance by Customer. All purchase orders issued by Customer are subject to acceptance by Philips. If Customer cancels an order prior to product shipment, Customer shall pay a cancellation charge of fifteen percent (15%) of the net order price. Orders are non-cancellable for products shipped.

3. Delivery.
3.1 Philips will use reasonable efforts to ship the product to the Customer by: (a) by the mutually agreed upon shipment date; or (b) by the date stated in the quotation; or (c) as otherwise agreed in writing. Philips will ship the product according to Philips' standard commercial practices. Philips will deliver the equipment during normal working hours, 8:00 - 5:00 PM, in the time zone where the Customer is located. Philips may make partial shipments. Philips will pay shipping costs associated with product shipment.
3.2 Prior to the shipment of any product, Philips may change the construction or the design of the product without notice to the Customer so long as the function, footprint, and performance of the product are not substantially altered.
3.3 If Customer requests a delay in the date major components of the product are available for delivery, then Philips will place the product in storage and the unpaid portion of the purchase price shall be due. Customer will reimburse Philips for all storage fees incurred upon receipt of invoice.

4. Additional Customer Installation Obligations for Magnetic Resonance.
4.1 Customer shall provide any and all Site preparation and shall be in compliance with all RF or magnetic shielding and acoustical suppression and building codes relevant to the product and its installation and use.
4.2 Customer's contractor or Customer's architect is required to provide detailed information on the proposed Helium Exhaust Pipe for their MRI system prior to installation to ensure safety specifications are being met.
Required Details include:
(a) Architectural drawing or sketch with complete dimensions including lengths, bending radii, bending angles, and pipe diameters for entire Helium Exhaust Pipe run from RF enclosure to discharge location.
(b) Completed Helium Exhaust Pipe Verification Checklist (Provided by Local Philips Project Manager)
(c) Picture showing the area where the Helium Exhaust Pipe will discharge.
4.3 Magnets will not be released for delivery unless and until Helium Exhaust Pipe details are provided for verification and have been confirmed to meet all life safety specifications.

5. Additional Terms Related to Sales of IGIT Products.
5.1 As part of installation, Philips will connect the IGIT product to such DICOM compatible scanners as Customer may designate (in writing), including CT and MR scanners and, if ultrasound navigation is included in the product, an iU22 ultrasound system.
5.2 If Customer requires that Philips connect the IGIT product to more than two (2) scanners or other devices, then Philips shall invoice Customer and Customer shall pay for installation services at Philips' then-current daily service rate. Additionally, Customer shall (a) make the scanner(s) the Customer has designated available to Philips' installation representative, (b) create and provide a data set of the installation phantom on or before the installation date, and (c) have its IT representative available to assist in connecting the IGIT product to Customer's DICOM devices during the agreed installation time. If such installation and connection is delayed due to Customer failing in its obligations described in this section, then Philips may invoice Customer and Customer shall pay either for (a) any time that Philips spends waiting at the site for such obligation to be fulfilled, at Philips' then-current service rate, or (b) reasonable travel expenses if Philips has to reschedule such installation.
5.3 Training on the IGIT Product is not included with the purchase of the IGIT product unless it is separately identified on the quotation.

6. Additional Terms Related to Sales of the IntelliSpace Breast Solution, including the MammoDiagnost VU.
6.1 **Installation.** Philips will install the IntelliSpace Breast Solution and perform installation tests on the application running with the hardware provided as part of the solution, including the MammoDiagnost VU. Philips also configures and provides interfaces to the equipment and information systems set forth in a statement of work signed by Philips and the Customer. Interfaces set forth in Subsection 6.2 below are Customer's responsibility and are not part of Parts installation deliverables.
6.2 **Customer's Interface Obligations for Third Party RIS and MIS Applications.** Customer is responsible to develop and implement interfaces from the Licensed Software running on the client workstation to any third party Radiology Information System ("RIS") or Mammography Information System ("MIS") or to contract with the RIS and/or MIS vendor to have them perform these interface obligations on Customer's behalf. Interfacing the solution from the solutions server is not permitted. Philips shall provide Customer an API toolkit for the Licensed Software to aide Customer to perform such interface tasks. The successful and reasonably timely completion of these projects takes good faith efforts on the part of both Philips and Customer, especially when Customer has third party interfaces to develop and implement. A project implementation plan is based on completion dates mutually agreed by the parties that should be

reflective of the obligations of both parties. These dates are entered into the project implementation plan for this solution (the "Project Implementation Plan"). In the event Customer has not fulfilled its interface obligations by the dates set forth in the Project Implementation Plan, Customer will sign Philips' acceptance (MDIR) document for the Philips deliverables sold and pay the final payment described in Subsection 1.1(c), provided that Philips has installed the Philips deliverables and provided the interfaces Philips is responsible for pursuant to Subsection 6.1, and that the Philips deliverables substantially meet Philips' published specifications.

6.3 **Prior Validation of Operating System Updates and/or Upgrades.** Patches introduced by operating system oem's or upgrades to anti-virus software can impact the performance and functionality of the applications that run on them and affect patient safety. Philips shall perform validation testing of certain Microsoft operating systems and MacAfee anti-virus software during the warranty period. Philips shall have no obligation to validate any other third party operating system or anti-virus software. Customer shall not install or use (a) operating system patches, updates or upgrades; (b) anti-virus updates (except to the DAT files, i.e., virus definitions); or, (c) upgrades to anti-virus search engines, collectively (a)-(b) prior to validation testing and approval by Philips ("Unauthorized Updates"). Philips shall have no liability, including, without limitation, for warranty claims, arising from use of the Licensed Software with Unauthorized Updates. In the event Philips discovers that Customer is using an Unauthorized Update with the Licensed Software, Philips shall have the right to require Customer to roll back to the most recently validated versions of operating systems and anti-virus, prior to performing any support.

6.4 **Customer's Network Connectivity Obligations.** Customer must have network connectivity between the IntelliSpace Breast solution server, the client workstation, and the optional DynaCAD server of not less than 1GB/s, and all three systems must be on the same subnet. A connection of no less than 100 MB/s is required between the IntelliSpace Breast solution and the hospital network. However for optimal performance a 1GB/s network between the IntelliSpace Breast and the hospital network is recommended.

6.5 **RSN Warranty Condition Requirement.** As a condition to receiving warranty service on this solution, Customer agrees it shall use Philips Remote Service Network ("RSN") service to enable Philips to access the system to perform its support obligations.

PHILIPS PRODUCT WARRANTY

CARDIOVASCULAR (CV) SYSTEMS

This product warranty document is an addition to the terms and conditions set forth in the quotation to which this warranty document is attached. The terms and conditions of the quotation are incorporated into this warranty document. The capitalized terms herein have the same meaning as set forth in the quotation.

TWELVE-MONTH SYSTEM WARRANTY
Philips warrants to Customer that the Philips Vascular and Cardiac Systems (the "System") as delivered to Customer will perform in substantial compliance with its performance specifications for a period of twelve (12) months upon first patient use. Any glassware or flat detectors provided with the System is subject to special warranty terms set forth below.

PLANNED MAINTENANCE
During the warranty period, Philips personnel will schedule planned maintenance visits, in advance, at a mutually agreeable time on weekdays, between 8:00 A.M. and 5:00 P.M. local time, excluding Philips observed holidays.

SYSTEM UPGRADES
Any commercially available upgrade to the System which is hereafter installed by Philips during the original term of the System warranty shall be subject to the warranty terms contained in the first paragraph of this warranty, except that such warranty shall expire on the later of: a) upon termination of the initial twelve (12) month warranty period for the System on which the upgrade is installed or b) after ninety (90) days for parts only from the date of installation.

MRC X-RAY TUBES
Philips warrants to Customer, for the warranty periods further specified in this section, that the Philips X-Ray tube will be substantially free from defects in material and manufacturing workmanship, which impair performance under normal use as specified in Philips product descriptions and specifications.

The warranty period for MRC tubes provided with Customer's purchase of a new or refurbished X-ray system shall be the shorter of thirty-six (36) months after installation or thirty-eight (38) months after date of shipment from Philips. The warranty period for purchases of replacement tubes shall be the shorter of twelve (12) months after installation or fourteen (14) months after date of shipment from Philips.

MRC TUBE WARRANTY EXCLUSION
The above warranty shall not apply to X-ray tubes outside the United States and Canada. Philips' obligations under the product warranty do not apply to any product defects resulting from: improper or inadequate maintenance or calibration by Customer or its agents; Customer or third party supplied software, interfaces, or supplies; use or operation of the product other than in accordance with loss, or damage in transit; improper site preparation; unauthorized maintenance or Philips' applicable product specifications and written instructions; abuse, negligence, accident, modifications to the product; or, to viruses or similar software interference resulting from the connection of the product to a network.

MRC TUBE WARRANTY REMEDIES
If a tube is found to fail during the warranty period, and if, in the best judgment of Philips, the failure is not due to neglect, accident, improper installation, use contrary to instructions, or the exclusions stated above, Philips' tube warranty liability hereunder is limited to, at Philips option, the repair or replacement of the tube. Any replacement tube would have a warranty period equal to the balance of the warranty period left on the tube replaced.

IMAGE INTENSIFIER TUBES
Philips warrants the image intensifier tubes provided with the System, if any, will be free from defects in material and manufacturing workmanship for twenty-four (24) months. Claims must be made within twenty-four (24) months after installation or twenty-seven (27) months after date of shipment from Philips, whichever occurs first. If an image intensifier tube fails to meet this warranty, as Customer's sole and exclusive remedy, upon return of the tube, Philips will provide a prorated credit towards the purchase of a replacement tube from Philips as follows:

USAGE				CREDIT
0	to within	12	months	100%
12	to within	13	months	50%
13	to within	14	months	46%
14	to within	15	months	42%
15	to within	16	months	37%
16	to within	17	months	33%
17	to within	18	months	29%
18	to within	19	months	25%
19	to within	20	months	21%
20	to within	21	months	17%
21	to within	22	months	12%
22	to within	23	months	8%
23	to within	24	months	4%

Tubes received by Philips under this warranty that are found to meet all test specifications will be returned to the Customer and the warranty will continue as of the original date of installation. Examination of the returned tube may necessitate its destruction, but Philips' liability shall, in any case be limited to repair or replacement as aforesaid, only if in its sole opinion the tube has been properly used, installed and applied and has not been subjected to neglect, accident, or improper installation, or use. Transportation charges and risk of loss, both ways, of returned or replaced tubes shall be at the expense of the Customer.

DYNAMIC FLAT DETECTORS
Philips warrants the flat detectors provided with the System, if any, will be free from defects in material and manufacturing workmanship for twelve (12) months. Claims must be made within twelve (12) months after installation or fifteen (15) months after date of shipment from Philips, whichever occurs first. If a detector fails to meet this warranty, as Customer's sole and exclusive remedy, upon return of the detector, Philips will provide Customer a replacement detector at no additional charge.

SYSTEM SOFTWARE AND SOFTWARE UPDATES
The software provided with the System will be the latest version of the standard software available for that System as of the 90th day prior to the date the System is delivered to Customer. Updates to standard software for the System that do not require additional hardware or equipment modifications will be performed as a part of normal warranty service during the term of the warranty.

All software is and shall remain the sole property of Philips or its software suppliers. Use of the software is subject to the terms of a separate software license agreement. Customer must sign all such license agreements prior to or upon the delivery of the product. No license or other right is granted to Customer or to any other party to use the software except as set forth in the license agreements.

Any Philips maintenance or service software and documentation provided with the product and/or located at Customer's premises is intended solely to assist Philips and its authorized agents to install and to test the System, to assist Philips and its authorized agents to maintain and to service the System under a separate support agreement with Customer, or to permit Customer to maintain and service the System. Customer agrees to restrict the access to such software and documentation to Philips' employees and those of its authorized agents, and to authorized employees of Customer only.

WARRANTY LIMITATIONS
Philips' obligations under the System warranty are limited, at Philips' option, to the repair or the replacement of the System or a portion thereof, or to a credit or refund of a portion of the purchase price paid by Customer. Any refund or credit will be paid to Customer when the System is returned to Philips. Certain of the parts used in the manufacture or installation of, or in the replacement parts for, this System may contain refurbished components. If such components are used, they will be subject to the same quality control and inspection procedures as all other components in the System. Any System warranty is made on condition that Philips receives written notice of a System defect during the warranty period, and within thirty (30) days following the discovery of the defect by Customer. Philips' obligations under the System warranty do not apply to any System defects resulting from: improper or inadequate maintenance or calibration by Customer or its agents; Customer or third party supplied software, interfaces, or supplies; use or operation of the product other than in accordance with loss, or damage in transit; improper site preparation; unauthorized maintenance or Philips' applicable product specifications and written instructions; abuse, negligence, accident, modifications to the System; or to viruses or similar software interference resulting from the connection of the product to a network. Philips does not provide a warranty for any such third party products furnished to Customer by Philips; however, Philips shall use reasonable efforts to extend to Customer the third party warranty for the product. The obligations of Philips described above are Philips' only obligations and Customer's sole and exclusive remedy for a breach of a System warranty. Repairs or replacement parts do not extend the term of this warranty.

THE WARRANTIES SET FORTH IN THIS WARRANTY DOCUMENT WITH RESPECT TO THE SYSTEM (INCLUDING THE SOFTWARE PROVIDED WITH THE SYSTEM), GLASSWARE, AND DETECTORS ARE THE ONLY WARRANTIES MADE BY PHILIPS IN CONNECTION WITH THE SYSTEM, SOFTWARE, GLASSWARE, DETECTORS, AND THE TRANSACTIONS CONTEMPLATED BY THE QUOTATION, AND ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

ACCESS TO SYSTEM
Philips shall have full, free and safe access to the System and Customer's operation, performance and maintenance records for the System, on each scheduled or requested warranty service visit. Philips shall also have access to and use of any machine, service, attachment, features or other equipment required to perform the necessary service contemplated herein at no charge to Philips. Customer waives warranty service if it does not provide such access to the System and Customer's records. Should Philips be denied access to the System and Customer's records at the agreed upon time, a charge equal to the appropriate hourly rate will be accepted by Customer for "waiting time."

WARRANTY SERVICE
In the event it is not possible to accomplish warranty service within normal working hours (8:00 A.M. to 5:00 P.M., Monday through Friday, excluding Philips observed holidays), or in the event Customer specifically requests that warranty service be performed outside of Philips normal working hours, Customer agrees to pay for such services at Philips standard service rates in effect. Maintenance Agreements are available for extended coverage.

TRANSFER OF SYSTEM
In the event Customer transfers or relocates the System, all obligations under this warranty will terminate unless Customer receives the prior written consent of Philips for the transfer or relocation. Upon any transfer or relocation, the System must be inspected and certified by Philips as being free from all defects in material, software and workmanship and as being in compliance with all technical and performance specifications. Customer will compensate Philips for these services at the prevailing service rates in effect as of the date the inspection is performed. Any System which is transported intact to pre-approved locations and is maintained as originally installed in mobile configurations will remain covered by this warranty.

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

LIMITATIONS OF LIABILITY AND DISCLAIMERS
The liability, if any, of Philips AND ITS AFFILIATES for damages whether arising from breach of the terms in the quotation, breach of warranty, negligence, indemnity, strict liability or other tort, or otherwise with respect to the products and services is limited to an amount not to exceed the price of the product or service giving rise to the liability.

IN NO EVENT SHALL PHILIPS OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST REVENUES OR PROFITS, OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES WHETHER ARISING FROM BREACH OF THE TERMS IN THIS QUOTATION, BREACH OF WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHER TORT. PHILIPS SHALL HAVE NO LIABILITY FOR ANY GRATUITOUS ADVICE PROVIDED TO THE CUSTOMER.

FORCE MAJEURE
Philips and Customer shall each be excused from performing its obligations arising from any delay or default caused by events beyond its reasonable control including, but not limited to: acts of God, acts of third parties, acts of the other party, acts of any civil or military authority, fire, floods, war, embargoes, labor disputes, acts of sabotage, riots, accidents, delays of carriers, subcontractors or suppliers, voluntary or mandatory compliance with any government act, regulation or request, shortage of labor, materials or manufacturing facilities.

Philips system specifications are subject to change without notice Document Number 4535 983 03234 999

Non Disclosure Agreement for Philips Confidential Pricing Information

The parties specified below agree to the following terms:

A. Philips

Name	Philips Healthcare, a division of Philips Electronics North America Corporation
Address	22100 Bothell-Everett Highway, Bothell, WA 98021 United States of America

B. Company

Name	REX HEALTHCARE
Address	4420 LAKE BOONE TRL RALEIGH, NC 27607-7505

C. Confidential Information

Authorized Purpose	To evaluate Philips' confidential information relating to pricing for imaging equipment ("Pricing") in connection with the potential purchase of such imaging equipment.
Period	Begins on the date Pricing is first disclosed and continues for 5 years from date Pricing is last disclosed.

D. Philips Contact

Name	Bethann Griffith-Subik
Title	
Telephone	(919) 677-9046
Fax	(919) 677-9047
e-mail	
Signature	

Company Contact

Name	
Title	
Telephone	
Fax	
e-mail	
Signature	

1. The following terms and conditions (the "Agreement") apply to Pricing disclosed by Philips and its Affiliates ("Philips") to Company and its Affiliates ("Company"), in connection with the Authorized Purpose.

   (a) Subject to Philips' prior written consent, Company may disclose, or request that Philips disclose, Pricing to Company's Affiliates that need to know the Pricing for carrying out the Authorized Purpose, provided they are advised of and agree to be bound by this Agreement. Company is responsible for any breach of this Agreement by its Affiliates.

   (b) An Affiliate is any corporation, company, or other entity, that: (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. For this purpose "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 are owned or controlled, directly or

2. Philips may disclose Pricing to Company with respect to the Authorized Purpose in writing, orally, or otherwise. All information is assumed to be Pricing, and confidential, if the confidential or proprietary nature is reasonable under the circumstances.
3. All Pricing disclosed by Philips shall remain Philips' the property. Company does not, by implication, estoppel, or otherwise, acquire any intellectual property right, title, or ownership, nor a license to any such intellectual property right, with respect to any Pricing disclosed by Philips hereunder.

   ALL PRICING IS PROVIDED ON AN "AS IS" BASIS, WITHOUT ANY WARRANTY WHATSOEVER. PHILIPS SHALL HAVE NO LIABILITY WHATSOEVER RESULTING FROM THE USE OF THE INFORMATION PROVIDED.
4. Company shall:
   (a) not use the Pricing for any purpose other than the Authorized Purpose;
   (b) not disclose the Pricing to any third party;
   (c) protect the Pricing against disclosure in the same manner and with the same degree of care with which Company protects its own confidential information but not less than a reasonable degree of care; and
   (d) limit circulation of the Pricing to Company's employees as have a need to know in connection with the Authorized Purpose.

   These obligations shall survive the termination of this Agreement. Philips may terminate this Agreement at any time by means of a written notice to Company. Company shall return to Philips, or certify destruction of, all Pricing, immediately upon termination or expiration of this Agreement.
5. Information disclosed by Philips to Company pursuant to this Agreement shall not be confidential to the extent that the information:
   (a) is or becomes part of the public domain without violation of this Agreement or any other obligation of confidentiality;
   (b) is known by Company prior to disclosure by Philips;
   (c) is lawfully obtained by Company from a third party without any breach of confidentiality or violation of law; or
   (d) is developed by Company completely independently of any such disclosure by Philips.
6. If Company is required, pursuant to administrative or judicial action or subpoena, to disclose the Pricing, Company shall use its best efforts to maintain the confidentiality of the Pricing, e.g. by asserting in such action any applicable privileges. Immediately after gaining knowledge or receiving notice of such action or subpoena, Company shall notify Philips and give Philips the opportunity to seek any other legal remedies so as to maintain such Pricing in confidence, including a reasonable protective order.
7. Company may not transfer or assign any or all of its rights and/or obligations or delegate the performance of any or all of its obligations under this Agreement, directly or indirectly, through acquisition, merger or otherwise, without the prior written consent of Philips. Any transfer, assignment or delegation in contravention of the foregoing shall be void.
8. Company shall not disclose, export or release the Pricing in contravention of any applicable laws or regulations.
9. This Agreement shall be governed and construed in accordance with the laws of the State of New York, without giving effect to its conflict of laws provisions.
10. This Agreement contains the entire understanding of the parties and supersedes any previous understandings or agreements with respect to the subject matter hereof. This Agreement may be amended only in writing signed by authorized representatives of each party.

Exhibit 5

PHILIPS

Ms. Diana Massa
Director of Diagnostic and Heart & Vascular Services
Rex Healthcare
4420 Lake Boone Trail
Raleigh, NC 27607

Philips Healthcare

Atlanta Zone Office
13560 Morris Road
Suite 2100
Alpharetta, GA. 30004

Date: 04/17/2013

Dear Ms. Massa,

The purpose of this letter is to confirm that Philips Healthcare Refurbished Systems will be responsible for removing your Integris Allura 9, serial number 82577, installed at Rex Healthcare in Raleigh, as part of your purchase of Allura FD10 FlatDetector System. The cost for the deinstallation and removal is included in the price quotation for the replacement equipment, which totals $679,358.46. There are no additional costs for deinstallation and removal.

We will work closely with you to insure proper timing of the deinstallation. It is understood that Philips will take possession of the existing equipment and will permanently remove it from the State of North Carolina. Philips will not sell the existing equipment to any North Carolina facility unless the facility has the appropriate Certificate of Need approval.

Sincerely,

Beth Griffith-Subik
Philips Healthcare Account Manager Raleigh, NC

Philips Refurbished Systems Contact Information
Refurbished Systems
Philips Healthcare
595 Miner Rd.
Cleveland, OH 44143
Tel: 440-483-7410