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

July 18, 2014

Sandy T. Godwin
Cape Fear Valley Health System
1638 Owen Drive
Fayetteville, NC 28304

Exempt from Review - Replacement Equipment

Facility:	Cape Fear Valley Health System
Project Description:	Replace existing equipment in Electrophysiology Laboratory
County:	Cumberland
FID #:	943057

Dear Ms. Godwin:

In response to your letter of June 26, 2014 received on July 1, 2014, 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 EP Lab with C-Arm and Table Model Allura Xper FD10 Serial #100241 to replace the existing Philips EP Lab with C-Arm and Table Model Number Integris Serial #4210. Further please be advised that as soon as the replacement equipment is acquired, you must provide the CON Section and the Medical Facilities Planning Branch with the serial number of the new equipment to update the inventory, if not already provided.

Moreover, you need to contact the Construction and Medical Facilities Planning Branch, DHSR to determine if they have any requirements for development of the proposed project.

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,

Gregory F. Yakaboski
Project Analyst

Martha J. Frisone

Martha J. Frisone, Interim Chief
Certificate of Need Section

cc: Medical Facilities Planning Branch, DHSR
Construction Section, DHSR

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CUMBERLAND COUNTY EMS
FAMILY BIRTH CENTER
HEART & VASCULAR CENTER
HEALTHPLEX
LIFELINK CRITICAL CARE TRANSPORT
PRIMARY CARE PRACTICES
SLEEP CENTER

June 26, 2014

Greg Yakaboski, Project Analyst
Division of Health Service Regulation
Certificate of Need Section
2704 Mail Service Center
Raleigh, NC 27699-2704

SUBJECT: Replacement of Existing Equipment in Electrophysiology Laboratory at Cape Fear Valley Health System

Dear Mr. Yakaboski:

Cumberland County Hospital System, Inc. d/b/a Cape Fear Valley Health System ("Cape Fear") is proposing to replace its existing equipment in our Electrophysiology Laboratory with a Philips Allura Xper FD10CR8.2. The purpose of this letter is to request determination that Cape Fear's purchase of the Replacement Equipment is exempt from Certificate of Need (CON) review under the replacement equipment exemption provisions contained in N.C. Gen. Stat. 131E-184(a)(7) and 10A NCAC 14C.0214.

The General Assembly has chosen to exempt certain, otherwise reviewable event from CON review. Among these exemptions is the acquisition of Philips Allura Xper FD10CR8.2 as defined G.S. 131E-176(22a).

To qualify for this exemption, the replacement equipment must: (1) cost less than $2,000,000; (2) be "comparable" to the equipment it replaces; and (3) be "sold or otherwise disposed of when replaced." Cape Fear's proposal qualifies for this exemption."

1. **Exhibit A** is a comparison of the existing and replacement equipment.

2. The existing EP equipment is utilized for electrophysiology studies, ablations, and device placements. The proposed EP equipment has all of these capabilities as well as radiation dose reduction, digital image enhancement, ease of patient access expanded patient positioning options, and necessary software upgrade. The main difference in the units is the upgraded imaging capability, equipment, and software.

3. **Exhibit B** contains brochures describing new equipment.

4. The original equipment was purchased more than 13 years ago for $524,589 and a total project cost of $720,604, less than $750,000, and has reached the end of life.

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LIFELINK CRITICAL CARE TRANSPORT
PRIMARY CARE PRACTICES
SLEEP CENTER

5. **Exhibit C** is a copy of the proposed purchase order/quotation for the replacement equipment, including the amount of the purchase price before discounts and trade-in allowance.

6. **Exhibit D** is documentation stating that the existing equipment is currently in use and has not been taken out of service.

If you have any questions concerning this request, please do not hesitate to call me.

Sincerely,

Sandy T. Godwin

Sandy T. Godwin
Executive Director of Planning
Cape Fear Valley Health System

EXHIBIT A

EXHIBIT A

EQUIPMENT COMPARISON

	EXISTING EQUIPMENT	REPLACEMENT EQUIPMENT
Type of Equipment (List Each Component)	EP Lab with C-Arm and Table	EP Lab with C-Arm and Table
Manufacturer of Equipment	Philips	Philips
Tesla Rating for MRIs		
Model Number	Integris	Allura Xper FD10
Serial Number	4210	100241
Provider's Method of Identifying Equipment	Serial #	Serial #
Specify if Mobile or Fixed	Fixed	Fixed
Mobile Trailer Serial Number/VIN #	N/A	N/A
Mobile Tractor Serial Number/VIN #	N/A	N/A
Date of Acquisition of Each Component	2000	2014
Does Provider Hold Title to Equipment or Have a Capital Lease?	Title	Equipment will be Titled
Specify if Equipment Was/Is New or Used When Acquired	New	New
Total Capital Cost of Project (Including Construction, etc.) <Use Attached Form>	$720,604	$1,156,106
Total Cost of Equipment	$524,589	$943,816
Fair Market Value of Equipment		
Net Purchase Price of Equipment		
Locations Where Operated	Cape Fear Valley Medical Center	Cape Fear Valley Medical Center
Number Days In Use/To be Used in N.C. Per Year	260	260
Percent of Change in Patient Charges (by Procedure)	NA	NA
Percent of Change in Per Procedure Operating Expenses (by Procedure)	NA	NA
Type of Procedures Currently Performed on Existing Equipment	EP Studies, Pacemaker, Defibrillator, AICD, Ablations, etc	
Type of Procedures New Equipment is Capable of Performing		EP Studies, Pacemaker, Defibrillator, AICD, Ablations, etc.

EXHIBT A continued
PROPOSED TOTAL CAPITAL COST OF PROJECT

Project Name: **Replacement of EP Lab Scanner**

Provider/Company: **Cape Fear Valley Health System**

A. **Site Costs**				
(1) Full purchase price of land.....				$ NA
Acres _____ Price per Acre		$ NA		
(2) Closing costs.....				$ NA
(3) Site Inspection and Survey.....				$ NA
(4) Legal fees and subsoil investigation			$ NA	
(5) Site Preparation Costs				
Soil Borings.....		$ 0		
Clearing-Earthwork...		$ 0		
Fine Grade For Slab...		$ 0		
Roads-Paving.....		$ 0		
Concrete Sidewalks....		$ 0		
Water and Sewer.....		$ 0		
Footing Excavation....		$ 0		
Footing Backfill.....		$ 0		
Termite Treatment....		$ 0		
Other (Specify).....		$ 0		
Sub-Total Site Preparation Costs			$ 0	
(6) Other (Specify)			$ 0	
(7) **Sub-Total Site Costs**				**$ 0**
B. **Construction Contract**				
(8) Cost of Materials				
General Requirements	$ 0			
Concrete/Masonry	$ 0			
Woods/Doors & Windows/Finishes	$ 0			
Thermal & Moisture Protection	$ 0			
Equipment/Specialty Items	$ 0			
Mechanical/Electrical	$ 0			
Other (Specify)	$ 0			
Sub-Total Cost of Materials & Labor.....			$ 119,170	
(9) Cost of Labor.....			$ 0	
(10) Other (Specify).....			$ 0	
(11) **Sub-Total Construction Contract**				**$ 119,170**
C. **Miscellaneous Project Costs**				
(12) Building Purchase.....			$	
(13) Fixed **Equipment Purchase** *(Exhibit E $155,000 + 721,378 + 67,438)*			$ 943,816	
(14) Movable Equipment Purchase/Lease			$	
(15) Furniture			$	
(16) Landscaping			$	
(17) Consultant Fees				
Architect and Engineering Fees (incl. exp.)	$			
Legal Fees.....	$			
Market Analysis.....	$			
Other (Specify).....Software	$ 70,620			
Other (Specify).....Contingency	$ 22,500			
Sub-Total Consultant Fees.....			**$ 93,120**	
(18) Financing Costs (e.g. Bond, Loan, etc.).			$	
(19) Interest During Construction.			$	
(20) Other (Specify) - Mobile during installation			$	
(21) **Sub-Total Miscellaneous..**				**$ 1,036,536**
(22) **Total Capital Cost of Project** (Sum A-C above)				**$ 1,156,106**

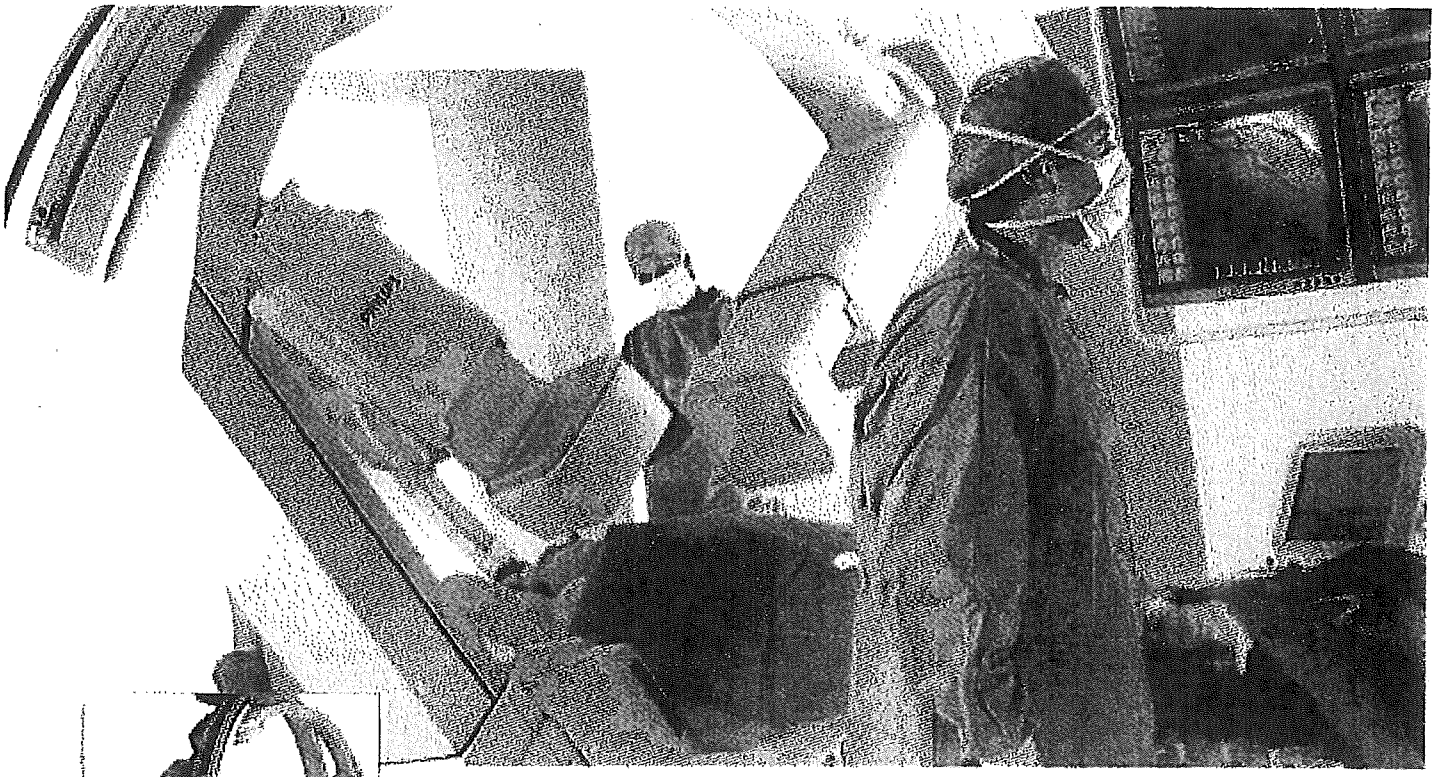
I certify that, to the best of my knowledge, the above construction related costs of the proposed project named above are complete and correct.

_____
(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.

Dandy Godwin Director
Signature of Officer Authorized to Represent Provider/Company (Title of Officer)

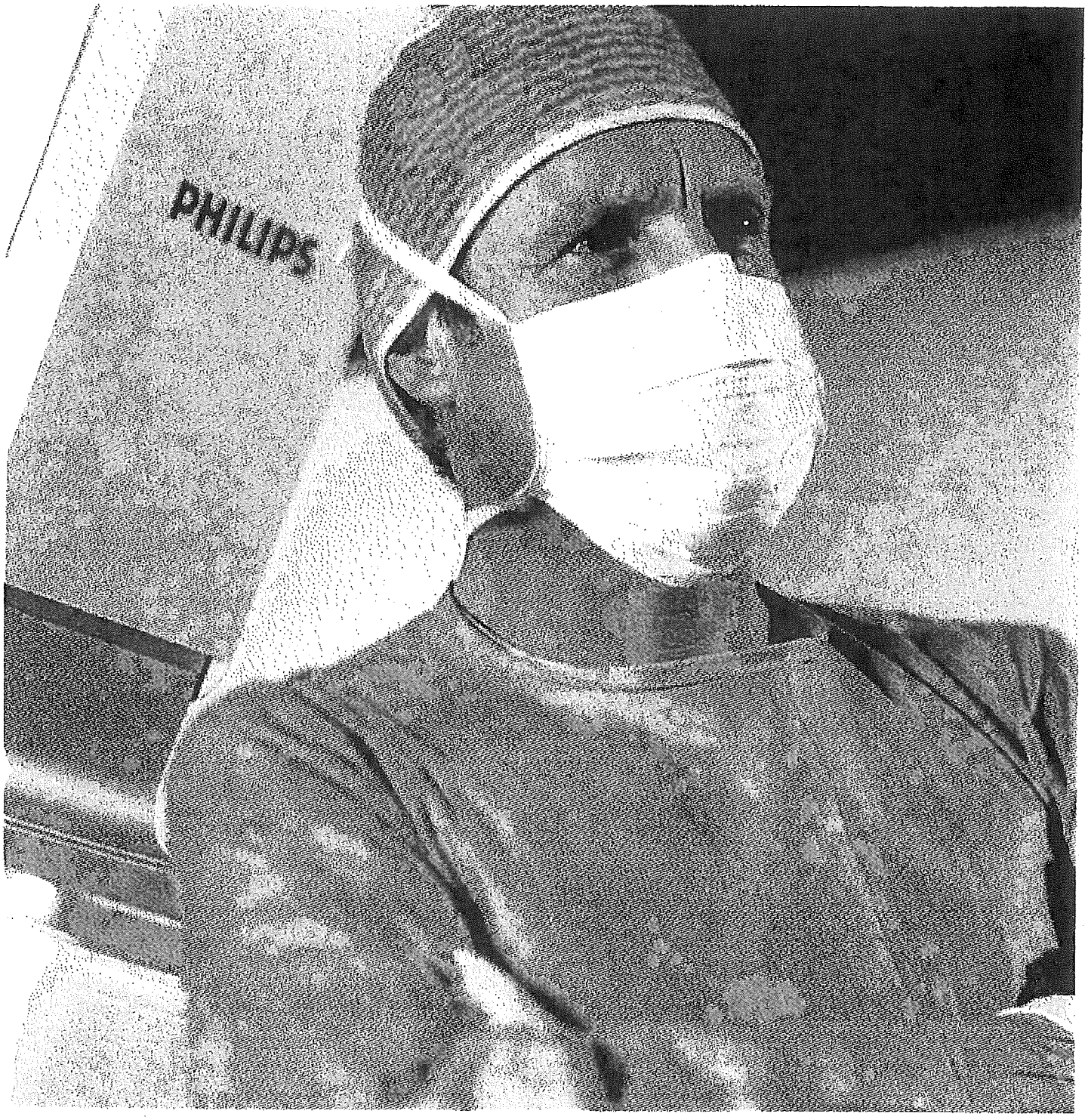
EXHIBIT B



Xperience the future

Philips Allura Xper FD10/10 Functional description

PHILIPS



The evolution of interventional cardiology is creating growing demand for increasingly complex interventions. In addition to ensuring excellent patient management, procedures have to be quick and efficient. To achieve this, cardiologists need superb image quality at a low X-ray dose, instant access to multi-modality information, as well as advanced and easy-to-use image processing tools. Through partnerships with busy cath labs around the world, Philips has developed the Allura Xper FD10/10

Contents

Speed with flat detector image quality

The Allura Xper FD10/10 combines exceptional speed and performance of the geometry with superb flat detector image quality. Whether your focus is Interventional Cardiology, Pediatric Cardiology or Electrophysiology (EP), Philips has developed special features and protocols for the Allura Xper FD10/10 that help you achieve superb clinical results.

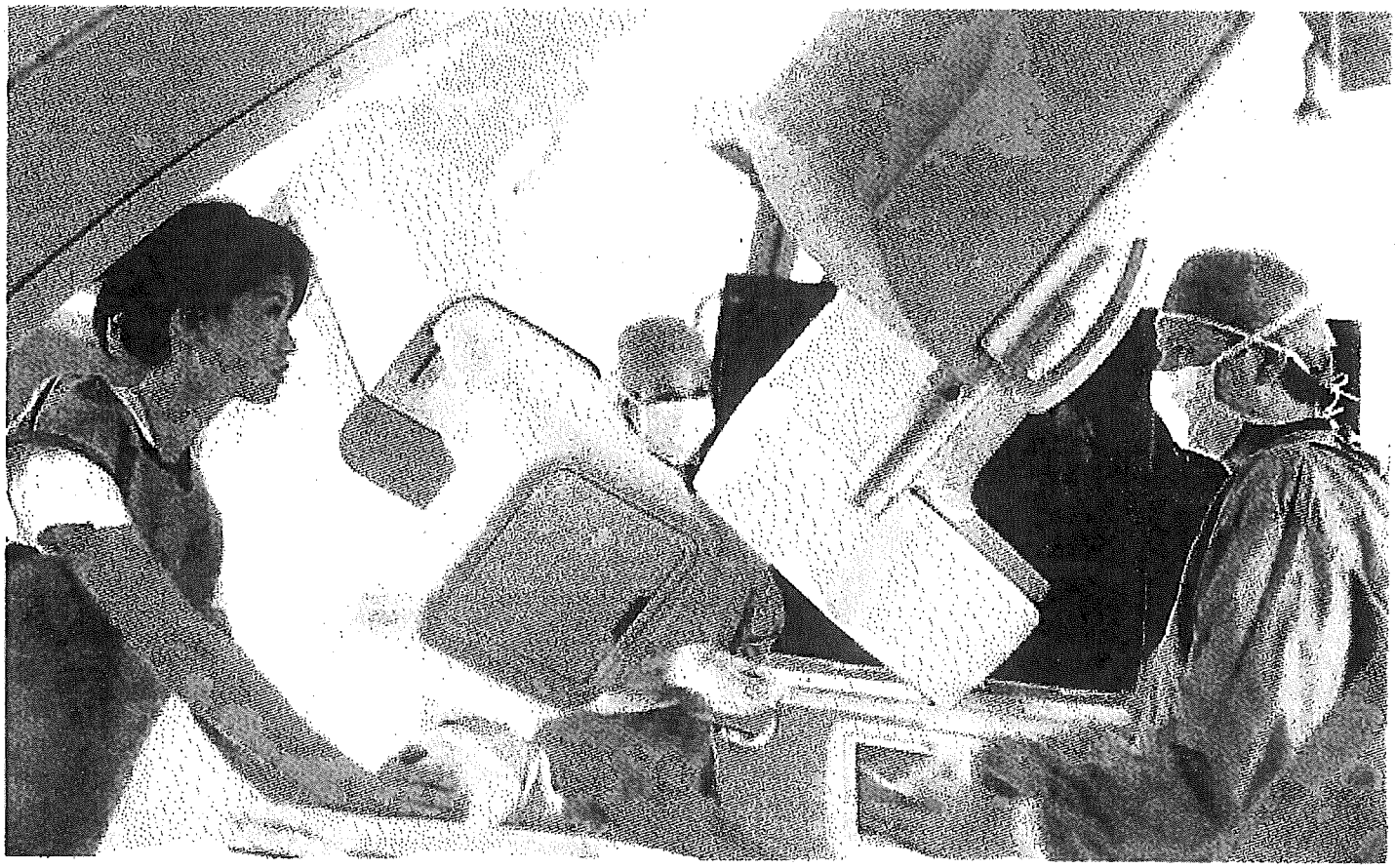
Based on the popular Allura Xper FD10, this biplane system features Xper (X-ray Personalized) so you can do your procedures your way. Xper technology enhances the quality of care, streamlines workflows and saves valuable time. Xper settings customize the system to match the interventional cardiologist's workflow and procedures, while the intuitive Xper Module provides all controls at tableside. Xper Integration brings multi-modality information into your work area. The options are virtually unlimited: view 2D, 3D and fluoroscopy alongside MR, CT, and Ultrasound.

Clinicians benefit from advanced diagnostic and interventional tools – such as Philips' Rotational Scan, Allura 3D-CA and StentBoost – which can be controlled and viewed at tableside.

For electrophysiology studies, Xper integrates with the EP-Workmate® with optional Real-Time Management (RPM™) system to control EP recording at tableside and allow the transfer of patient demographics.

Xres is Philips' image processing algorithm that increases image contrast and sharpness, while reducing noise. Its superb image quality further boosts clinical confidence and efficiency.

Xper Integration also creates instant access to previous patient studies across modalities, on demand. This ultimate time-saver delivers critical clinical information, anytime, anywhere.



4 Allura Xper FD10/10 functional description

Bi-plane viewing power and safety

The Allura Xper FD10/10 brings flat detector technology to biplane viewing. This system delivers superb image quality in both the frontal and lateral plane, enabling cardiologists to view them side-by-side. The Allura Xper FD10/10 saves valuable time when capturing accurate 3D information while also reducing x-ray dose and contrast medium.

Safety is critical for pediatric use

In pediatric applications where cardiac anomalies are the norm, biplane imaging provides tremendous benefits. It delivers twice the information with a single contrast injection. Moreover, the system offers full patient access to larger clinical teams. The Allura Xper FD10/10 also offers special pediatric programs and settings developed in partnership with pediatric cardiologists. The Xper table offers optional Tilt and Cradle functionality as well.

Imaging tools optimize care and efficiency. For Interventional Cardiology, the Allura Xper FD10/10 combines multi-modality information and a unique package of diagnostic and interventional tools. Philips' Rotational Scan gives you multi-dimensional views in real-time for more precise diagnosis of vessels.

StentBoost improves visualization of stents in coronary arteries while the guide wire is still in place. StentBoost images help to confirm stent expansion in relation to the vessel lumen and visualize nearby objects, enabling the interventional cardiologist to take any corrective action that is required while the patient is still in the exam room.

Allura 3D-CA, available only from Philips, uses two slices from a Rotational Scan acquisition to instantly construct a 3D model of the heart's vasculature. This model can help the clinician in assessing optimal viewing/working angles and in determining the accurate lesion length. CT Trueview, also a unique Philips' option, provides identical clinical results based on a Philips' Brilliance CT scan.

Allura 3D-RA provides extensive, three-dimensional insight into vascular pathologies from a single Rotational Scan acquisition. It allows the development of better treatment strategies and the selection of the best stand projections for treatment.

Integration

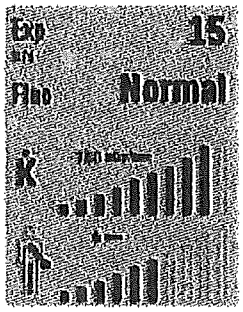
Multi-modality integration saves time and lives. Integration of the Allura Xper FD10/10 system with Xcelera (Image Management System), CT, MR, and Ultrasound means that clinicians and other members of the care team can get the information they need from the exam room and control room to their office or laptop – anytime and anywhere.

Saving space is another critical issue. The Xper Window Switch and MultiSwitch option enable you to share the control room workspot with RIS/CIS, PACS, and Interventional Tools. MultiVision allows images from other modalities to be viewed on the LCD monitors in the exam room, eliminating the need for additional monitors.

Xper provides excellent customization to meet your needs

DoseWise

Philips' DoseWise philosophy is the foundation of the Allura Xper FD10/10's design. The legendary **MRC X**-ray tube with **SpectraBeam** filtration achieves optimum image quality at a low X-ray dose. To further reduce dose, **Xper Beam Shaping** positions shutters and wedges on the last image without using radiation. **Xper fluoro storage** allows recording of fluoro sequences for recall and/or review, eliminating the need for additional runs. The unique dose display makes users much more aware of dose that is used in relation to control of the system, thus protecting patients against radiation skin burns.



- Easy to understand graphical dose data display
- Provides predictive and actual DAP dose rate indication
- Provides AirKerma patient X-ray dose per body zone:
  - Aimed to help prevent skin burns
  - 10 Cardiac zones defined
  - Graphical AK dose level indication for the actual zone, related to the 2 Gy critical dose level

Other safety features include Philips' **BodyGuard** technology, which senses the patient's position so the stand can rotate safely at high speeds. Also, Philips' unique patient support system is designed so that you can instantly apply CPR to the patient with the tabletop in any position.

The more demanding your cath lab environment, the more you need the Allura Xper FD10/10. It features Xper technology which is designed to improve your personal and departmental efficiency.

- Xper settings provide an advanced level of customization so users can create an interventional lab that meets their individual needs and preferences
- The Xper User Interface provides intuitive system controls and all relevant functionality at the tableside to enhance ease of use
- Xper Integration provides bi-directional information exchange

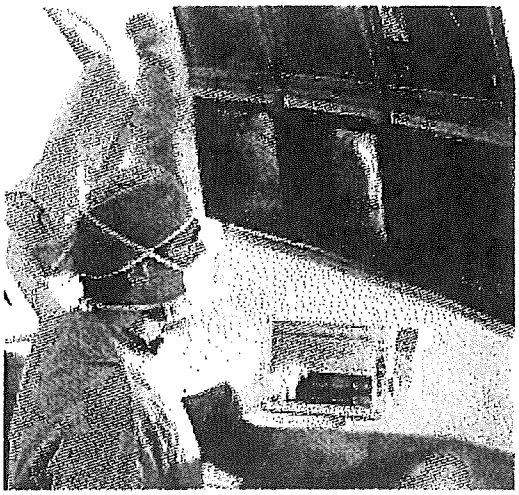
Xper Module

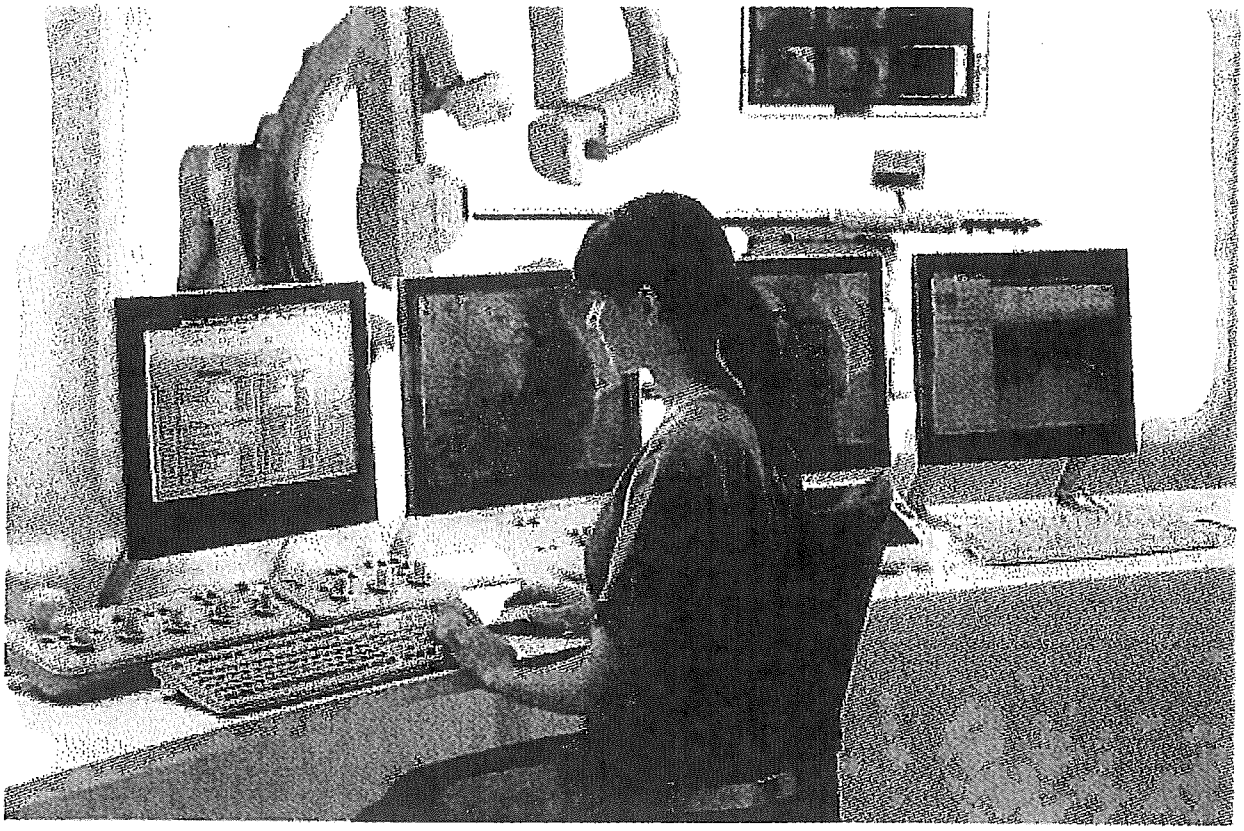
Available in both the examination and/or control room, the Xper Module communicates user preferences for acquisition settings, automatic position control and processing. An additional option also allows very easy tableside control of quantitative analysis, Allura 3D-CA / StentBoost / Xcelera PACS / Allura 3D-RA and hemodynamics (Xper IM) via the touch screen controls or integrated joystick.

Xper in the examination room

On-Screen Display

The On-Screen Display provides information that includes X-ray indication, rotation and angulation stand positions, Source Image Distance, Air Kerma (rate and accumulated dose per body zone, as well as a predictive value), frame speed, and fluoroscopy mode.





On the reference monitor, the On-Screen Display contains the user interface of the Xper ViewPad, which is used to carry out functions like run and image selection, review speed, active file selection and digital zoom.

Xper Geometry Module

To make operation as convenient as possible, the Xper Geometry Module can be positioned on all sides of the patient table. The Geometry Module automatically adjusts itself to the position to retain the intuitive button operation. It controls tabletop float, table height, Source Image Distance, stand positioning (including memory positions) and optionally, tilt and cradle functionality.

Xper Imaging Module

Like the Xper Geometry Module, the Xper Imaging Module can be positioned on all sides of the patient table, while retaining its intuitive button operation. The Xper Imaging Module allows the user to activate shutter and wedge positioning, fluoroscopy mode as defined via Xper settings, detector field size and beam width.

Both Xper Modules have a removable protection bar that prevents unintended activation of the system.

Xper in the control room

Xper Review Module

The Xper Review Module serves cardiovascular viewing needs. It offers direct control of basic viewing controls like exam and run cycle, contrast, brightness, edge enhancement, and viewing speed (tagarno wheel).

Xper data monitor and Xper review monitor

The Xper data monitor and Xper review monitor use a shared screen and the mouse can be moved over the two monitors. The data monitor provides patient and exam data to assist with all stages of workflow, including scheduling, preparation, acquisition, reviewing, reporting, and archiving. System information is displayed on the bottom of the data monitor.

The intuitive review monitor enables efficient review of exams and control of image processing and Quantitative Analysis Programs.

The image quality you want with low X-ray dose

The Allura Xper FD10/10 features advanced algorithms, a next generation flat detector, and Philips' renowned imaging chain to ensure superb image quality at a low patient X-ray dose.

Dynamic Flat Detector

Philips' 14-bit virtually distortion-free dynamic flat detector offers 184 micron pixels for higher resolution and a DQE(0) of 75% that provides better image quality, especially for low dose fluoroscopy. The compact design with a very large field of view of 25 cm (10 in.) is the optimal size for dedicated cardiology and EP applications. It also offers a refresh light that provides temporal virtually artifact-free imaging by "blanking" the detector, thereby eliminating image glow during dynamic studies.

Xres

Xres is Philips' real-time image processing algorithm. Xres was developed by the Philips Research Laboratories and has been applied in several Philips products, e.g. Ultrasound and MRI. This image processing algorithm provides billions of calculations per frame and is applied to each clinical image in real-time. Xres provides excellent image quality through improved contrast and sharpness. It exploits the benefits of the fully digital detector to reduce noise in clinical images. Each user can customize Xres via Xper settings according to their preferred image quality settings.

Xres also harmonizes the background of an image to provide excellent visualization of coronary arteries in complex projections.

MRC tube

The Allura Xper FD10/10 is equipped with the legendary high power MRC-GS 0508 X-ray tube. The tube's exceptional design provides long life and allows it to withstand high continuous loads, while maximizing heat dissipation. This enables virtually unlimited X-ray sessions without forced cool down delays.

SpectraBeam filtration

The MRC tube works in tandem with SpectraBeam filtration to allow increased X-ray output with better filtration of soft radiation. SpectraBeam offers four levels of filtration - up to one mm Cu equivalent - to reduce patient X-ray dose, while maintaining image quality. The filtration level can be programmed via Xper settings. The fluoroscopy mode can be selected at tableside.

Monitors

The LCD progressive display monitors are virtually flicker-free to prevent physician eyestrain. In the control room, the 19-inch LCD color monitor and two 18-inch LCD black and white monitors are standard. In the exam room, four 18-inch LCD black and white monitors are standard. For each plane it provides the live monitors and the reference monitors.

MultiVision video switch

MultiVision allows images from different image sources to be viewed on the monitor in the exam room, eliminating the need for multiple monitors.

Fluoro storage

Xper fluoro storage lets you store and review the last fluoroscopy run (service configurable time).

Xper Beam Shaping

Xper Beam Shaping allows the wedges and shutters to be positioned without using X-ray radiation.

Rotational Scan

Rotational Scan saves time, contrast medium and X-ray dose by creating real-time 3D impressions of complex vasculature and coronary arteries with multiple projections – all from just one contrast injection. The Rotational Scans can be sent to an interventional tool for a 3D reconstruction.

Integration features that enhance workflow

The combination of advanced integration features and Xper settings, which personalizes image transfer, archiving and printing, make the Allura Xper FD10/10 an excellent workflow-friendly system. Now your department can run the way you want it to, with efficiency enhancers that give you more time for patient care.

Xper DICOM Image Interface

The Xper DICOM Image Interface provides fast export of clinical images in Cardiac DICOM XA Multi Frame or DICOM Secondary Capture. Images can be sent in different formats to any DICOM-compatible device, and can be sent to several destinations, as configured via Xper settings. In addition, with DICOM Query/Retrieve, older DICOM studies can be uploaded into the system.

Continuous autopush

The continuous autopush option allows uninterrupted image transfer in the background during procedures, so that you do not have to wait for the system after each case or delay archiving until the end of the day.

RIS/CIS DICOM Interface

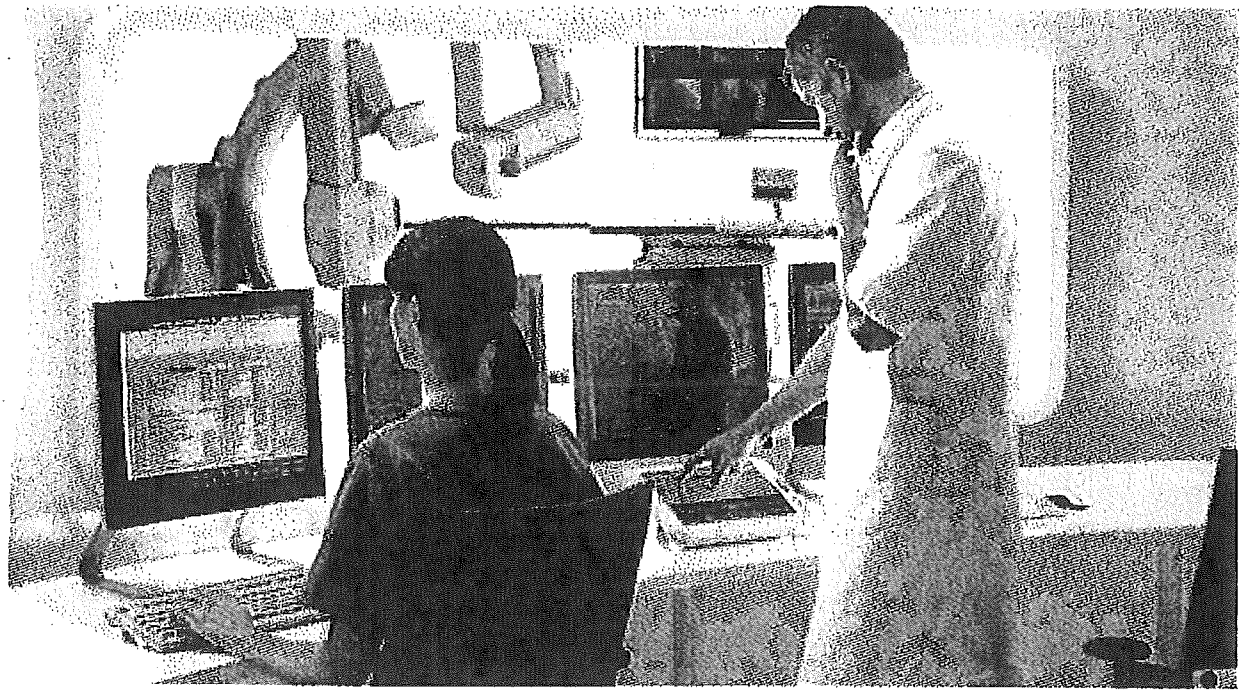
The RIS/CIS DICOM interface option uses DICOM Worklist Management (DICOM WLM) and Modality Performed Procedure Step (DICOM MPPS) standards to enable two-way communication between the system and a local Information System.

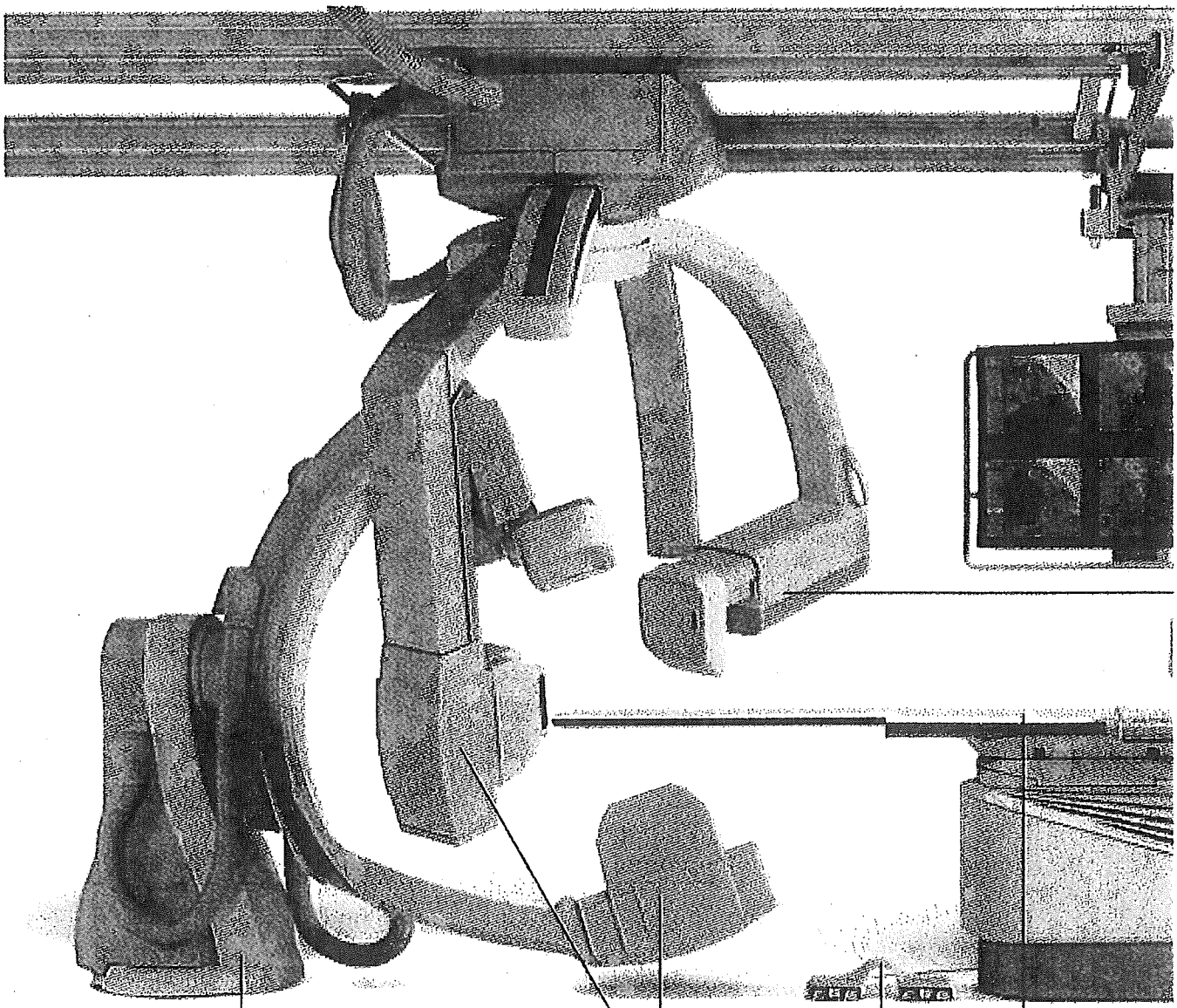
MultiSwitch / Xper Window Switch

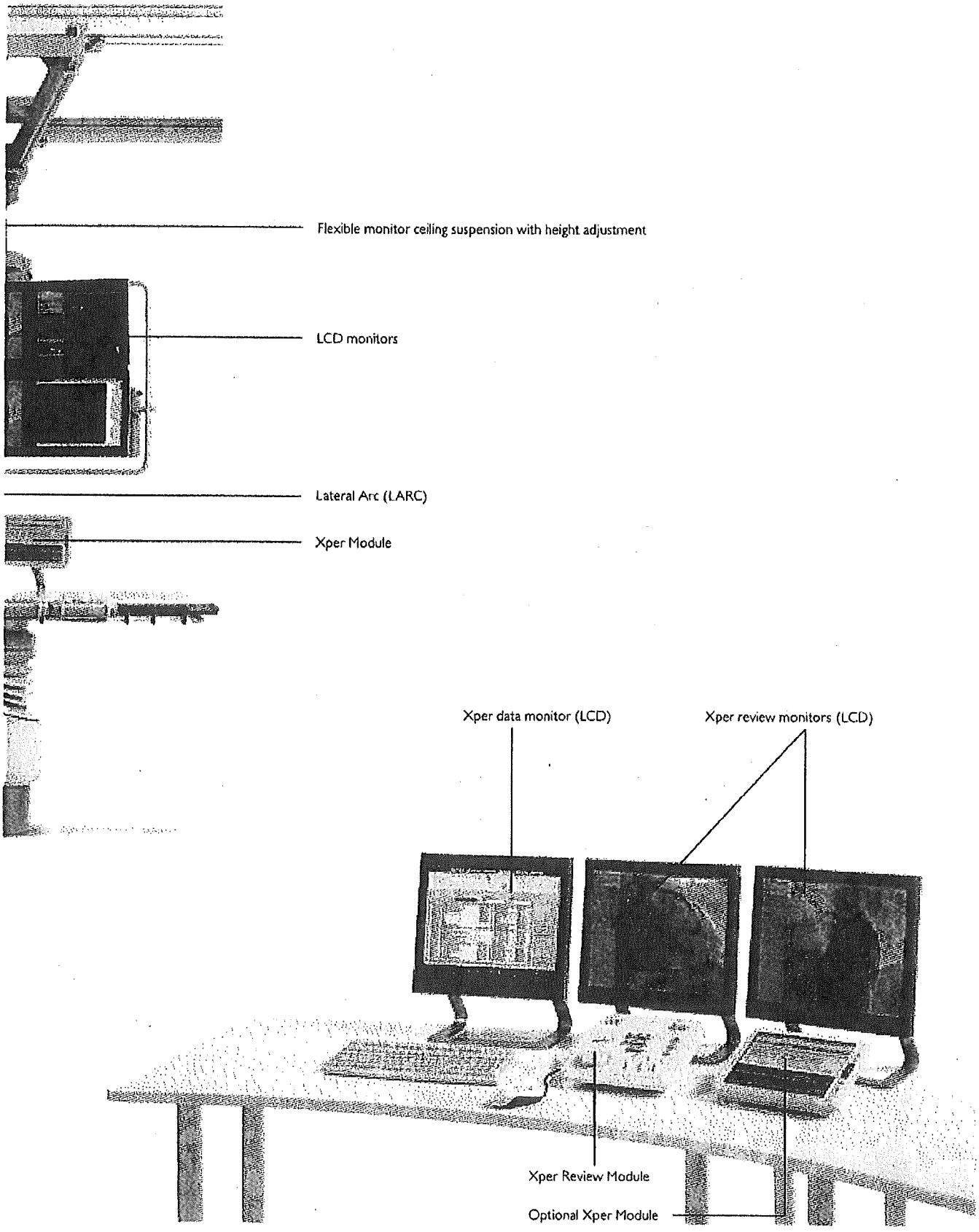
The MultiSwitch option lets you share the Xper workspot in the control room with other applications that are loaded on separate PC modalities, such as StentBoost / Allura 3D-RA / Allura 3D-CA / Xcelera and Xper IM. Xper Window Switch functionality is included standard and enables integrated network functionality in the control room. It lets you switch to data-oriented CIS/RIS applications that are available on the network.

Quantitative Analysis Packages

The optional software packages are clinically validated and aid reliable diagnoses. The Coronary Quantification package measures stenosis of the coronary arteries, while the Left Ventricular Quantification and Right Ventricular Quantification software packages calculate ejection fraction and wall motion parameters.




Floor mounted G-stand
High output MRC X-Ray tube
Biplane foot switch
Xper table

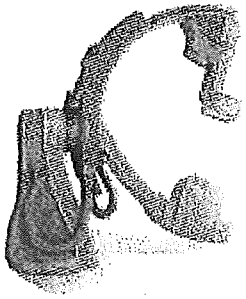

Flexible monitor ceiling suspension with height adjustment
LCD monitors
Lateral Arc (LARC)
Xper Module
Xper data monitor (LCD)
Xper review monitors (LCD)
Xper Review Module
Optional Xper Module

Technical information - Geometry

The geometry of the Allura Xper FD10/10 is designed for fast and flexible imaging. The system is equipped with a very compact, fast-moving gantry that provides excellent patient access and speeds up procedures, as well as a dedicated patient support table and very flexible, ceiling-suspended TFT-LCD monitors.

G-shaped Gantry

The compact, motorized, floor-mounted G-arm provides excellent patient accessibility from all sides. The large diameter of the G-arm allows virtually all cardiac projections, even with obese patients. Two projections can be stored and recalled for faster positioning.



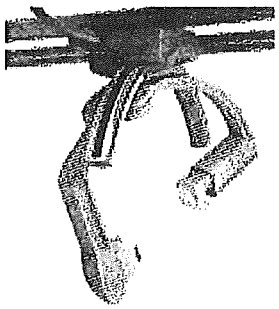
Specifications:

- Suitable for all ceiling heights
- Depth of G-arm: 105 cm (41,3 in.)
- Ultra-flexible projection angles
  - Angulation from 45° cranial to 45° caudal, rotation from 120° LAO to 120° RAO
- Motorized rotation speed: maximum speed up to 25°/second with variable speed, configurable via Xper settings (max 8°/second in biplane operation)
- Motorized angulation speed: maximum speed up to 18°/second with variable speed, configurable via Xper settings (max 8°/second in biplane operation)
- Storage and recall of two single plane or biplane scratch positions
- Isocenter to floor distance: 106.5 cm (41.9 in.)
- Focal spot to isocenter distance: 76.5 cm (30.1 in.)
- Focal spot to flat detector distance: 86.5 to 123 cm (34.1 to 48.4 in.). The detector can be positioned manually or via motorized movement
- The Gantry can be rotated for parking to provide system-free patient accessibility
  - Can be moved manually or motorized at a speed of 12°/second, with autostop
  - Automatic snap positions at -90°, 0° and 90°

Double C-arc (LARC)

Philips' unique ceiling-mounted, double C-arc can be independently rotated and angulated to provide full caudal and cranial angulations for all LAO projections. The C-arc is moved via a precision motorized drive. The counterbalanced flat detector delivers precise motorized and fast manual movements. The C-arc is easily parked by moving it manually along the ceiling rails.

Motorized parking is also available with an autostop in the isocenter. The compact flat detector and the design of the ceiling mounting create maximum floor space and unprecedented accessibility around the patient.

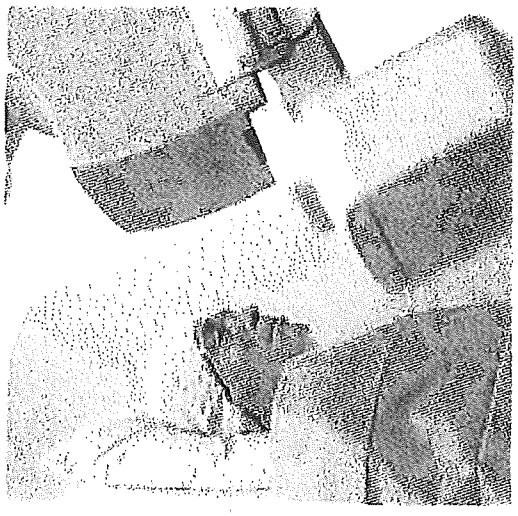


Specifications:

- Ceiling suspended double C-arc
- Motor-driven rotation: 0° LAO to 90° LAO
- Motor-driven angulation: 45° cranial to 45° caudal
- Rotation speed: 8°/second
- Isocenter to floor: 106.5 cm
- Focal spot to isocenter: 76 .5 cm
- Focal spot to flat detector: 87.5-130.3 cm, manual and motorized movement
- Manual or motorized longitudinal movement for parking or positioning.
  - Autostop in Iso center
  - Motorized movement:
    6 cm/second inside working area
    12 cm/second outside working area
- Nominal ceiling height: 29 0 cm

BodyGuard Patient Protection

In single plane, with the LARC in a park position, BodyGuard enables the use of high-speed rotation and angulation. It uses "non-contact" proximity sensors to detect the position of the patient or objects. The combination of G-arm geometry and Philips' exclusive BodyGuard sensing achieves a level of



control that is not possible with conventional high-speed motorized C-arm configurations. These high-speed stand designs use a pre-set "one-size-fits-all" program, resulting in a so-called "safety envelope" that is too large to be practical.

With BodyGuard's continual capacitive sensing, the system adapts to individual patient size. The system slows down or stops moving when a patient or object gets too close. BodyGuard has an override function to allow full gantry positioning control at all times. In addition, BodyGuard uses motor current sensing (the electronic equivalent of a slip clutch) to safeguard all stand movements.

The counterbalanced flat detector incorporates these sensing technologies, along with a mechanical slip clutch, to control motorized and manual movements.

Rotational Scan

Rotational Scan is performed with the floor mounted G-stand only and the LARC in park position.
The optional Rotational Scan acquires a range of projections with just one contrast injection to create real-time, 3D impressions of complex vasculature and coronary arteries. It can save considerable time and contrast medium, while providing the image detail that is required for diagnostic and therapeutic decisions.
The high speed Rotational Scan decreases contrast medium, while the wide rotation range provides a complete evaluation of the anatomy. The stand's excellent stability enables precise positioning and high reproducibility which results in high quality images.

Specifications:

- Poly Diagnost G
  - Maximum rotation speed: 55°/second
  - Maximum rotation angle: 240°
- Frame speeds: 15 fps to 30 fps. Xper settings can be used to set speed, as well as a start and end position
- The clinical images from the Rotational Scan are the basis for the interventional tools that provide a reconstruction of static vasculature (Allura 3D-RA) or a coronary 3D model (Allura 3D-CA)

Automatic Position Controller

Automatic Position Controller (APC) functionality is accessed through the Xper Module, normally at table side. The APC provides two modes of operation:

- Sequence mode:
  A sequence of up to 10 projection positions (angulation/rotation) per acquisition protocol can be preprogrammed (service configurable) via Xper settings and selected via the Automatic Position Control. Each position can be a single plane or biplane projection. The sequence can be defined for routine diagnostic procedures, but each projection can also be randomly selected, and thus efficiently support interventional procedures.
- Reference-driven mode:
  This mode is geared to support interventional procedures: single or biplane stand position can be recalled in relation to the actual image on the reference monitors, which means that the rotation, angulation, and SID of the stand(s) are restored to the original settings of the reference image.

Xper table

The Xper table is a dedicated cardiovascular table with a free-floating tabletop. This table has very high patient loadability and can make a large longitudinal floating movement.

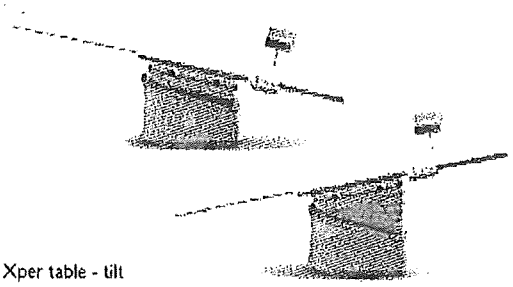
Technical information - Geometry

Specification:

- Radio translucent carbon fiber tabletop
- Tabletop length: 319 cm
- Tabletop width: 50 cm
- Motorized height movement: From 79 – 107 cm
- Tabletop metal free overhang: 125 cm
- Free float at 0 degrees tilt
- Longitudinal float: 120 cm
- Transversal float: 36 cm
- Maximum allowable patient weight: 250 kg (550 lbs) with additional force of 500 N (100 kg/220 lbs) allowed in case of CPR. CPR can be performed while the tabletop is set in any longitudinal position
- Pivot over 270 degrees
- Comfortable patient mattress
- The Xper Module, Xper Imaging, and Xper Geometry Modules can be positioned on three sides of the patient support
- Cables incorporated in the table to allow maximum operational flexibility

Table tilt

The optional isocentric table tilt enhances the accuracy and efficiency of gravity-oriented procedures. It is ideal for interventional, myelography, phlebography and head-down procedures because it provides more precise imaging of contrast medium, blood, or objects in the body. As the table tilts, the X-ray beam automatically coordinates to the movement to keep the region of interest in the isocenter of rotation and angulation of the stand. If the longitudinal position of the stand changes, the tilt isocenter is changed to match with the new stand position. As a result, the region of interest is always centered. As the table tilts, the X-ray beam automatically coordinates to the movement.



Xper table - tilt

Specifications:

Maximum tilt range: -17° (head-down) to +17° (head-up). Tilt speed: 2 degrees/second

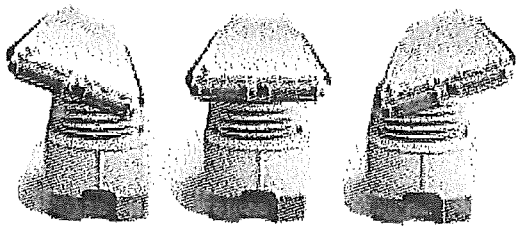
- Automatic safeguarding system with manual override
- Panning range in tilted plane: equal to standard panning range

Table tilt & cradle

In addition to the table tilt functionality, this option enables you to tilt the tabletop in a cradle movement. This enables optimal positioning of the patient for procedures, such as more invasive (surgical) or guided puncture interventions.

Specification:

- Isocentric cradle
- Maximum cradle range: -15° to +15° for the full tilt range
- Cradle speed: 3 degrees/ second



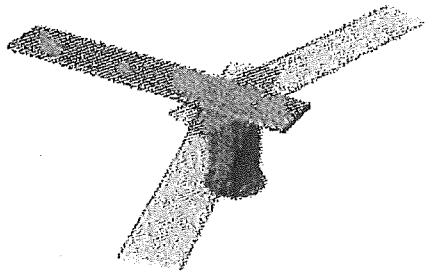
Xper table - cradle

Table Automatic Position Controller

This feature provides Auto Isocenter height positioning, based on the patient weight that has been entered. After the patient weight is entered in the Xper system (manually or automatically via the RIS interface), the table height will be adjusted to the level that puts the center of the heart in the isocenter of the X-ray system. This especially saves time and X-ray dose for the start of an exam. This feature is based on an advanced algorithm from the clinical University of Kiel (Study by Professor R. W.R. Simon). It also offers store and recall functionality of the height, longitudinal, and lateral position of the tabletop. This allows you to return to your exact previous position, without using X-ray dose.

Pivot

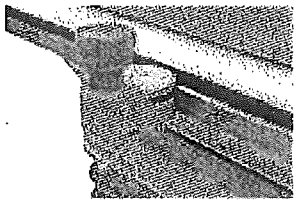
The table-based pivot option is designed for angiographic and interventional procedures of the upper peripherals. It provides improved table access for patient transfer. This option also enables the table to pivot around its vertical axes. The pivot range moves from -90° to +180° (or -180° to +90°) with locked positions at 0°, -13°, and +31° (to facilitate arm angiography) and -90°, +90°, and 180°.



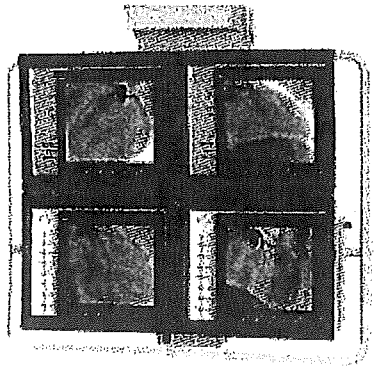
Pivot

PAN handle

The PAN handle is a tabletop float control extension, which can be attached to any side of the table. This additional PAN handle works in a master/slave configuration.



Ergonomic PAN handle



Monitor Ceiling Suspension

Monitor Ceiling Suspension

The Monitor Ceiling Suspension enables you to freely rotate and adjust the height of two, four or six monitors.

- Monitors rotate freely on the ceiling suspension over a range of 350°
- Suspension moves transversely over a distance of 300 cm (118.1 in.) and longitudinally over a distance of 330 cm (129.9 in.)
- Allows motorized height adjustment over a maximum range of 32 cm

Ceiling Suspended Radiation Shield

This radiation shield protects against scatter radiation to the eyes and to the upper body of the physician and staff. The shield is mounted on the ceiling monitor carriage with a two-section suspension arm that allows free positioning of the shield. It can be used in combination with the table mounted, lower body radiation shield.

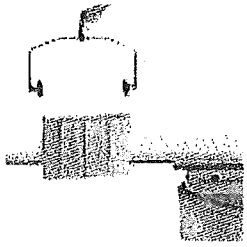


Table Mounted Radiation Shield

The table mounted radiation shield provides additional protection for the physician and staff against scatter radiation. The shield consists of two protective parts: a lower shield and an upper shield.

Specifications:

- Can be mounted on the right or left table accessory rails
- Can be pulled into the required working position and parked underneath the tabletop to facilitate patient preparation
- The upper shield can be positioned upright for optimal protection or can be folded down to allow free access to the patient

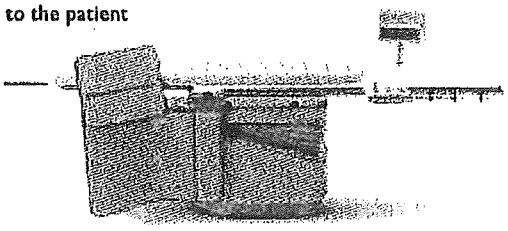
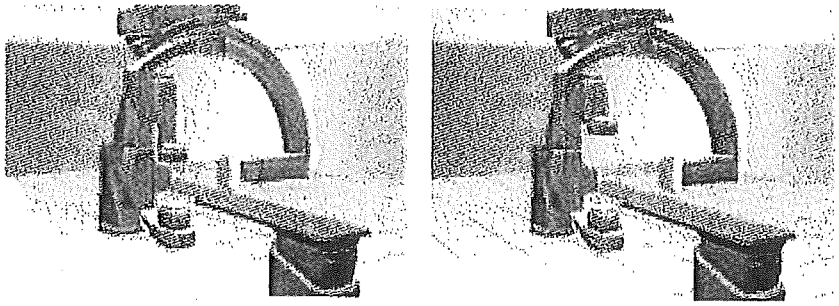
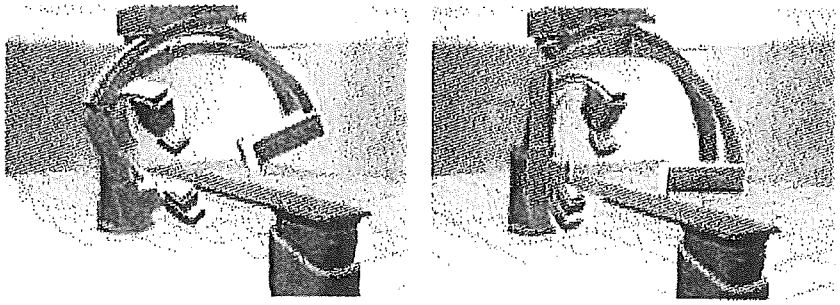


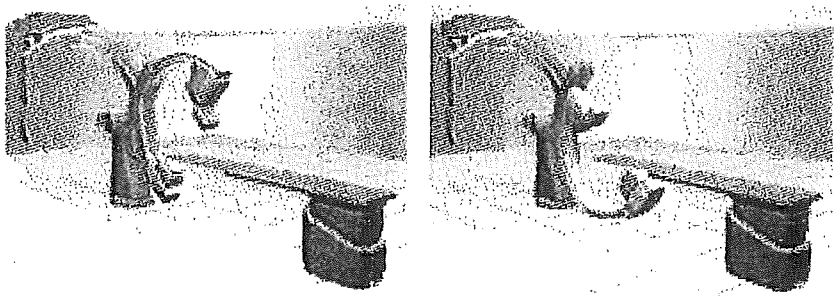
Table Mounted Radiation Shield



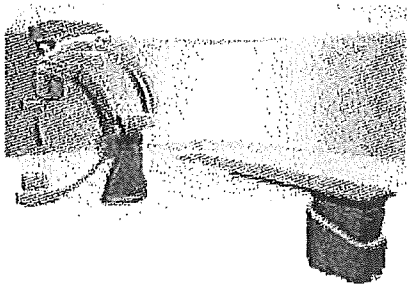
The focal spot to flat detector distance is variable over a wide range



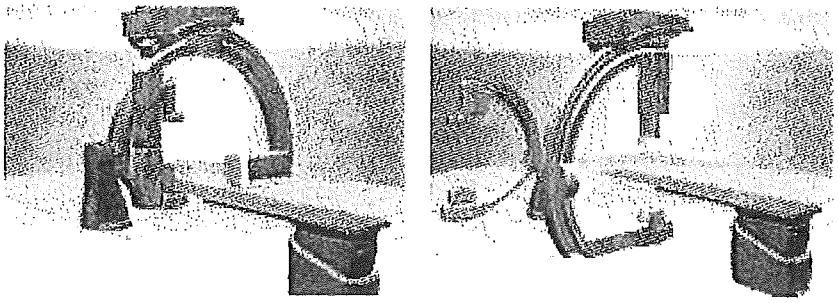
In both channels the stand can rotate and angulate independently



The frontal stand can be angulated from 45° to 45° caudal



Both the frontal and lateral stand can be parked away, leaving the patient support isolated with open space all around



While the frontal stand is in the left or right parked position, the LARC offers full body coverage in both AP and lateral projections

Technical information - User Interface

Xper User Interface in the examination room

Xper stands for X-Ray Personalized, and reflects the expert nature of the Allura Xper FD10/10 system. The three components of Xper are:

- Xper settings, which customize the system to each cardiologist's preferred settings
- Xper User Interface, which is based on Philips Vequion design principles
- Xper Integration, which includes highly advanced integration functionality, such as MultiSwitch, and Xper Window Switching

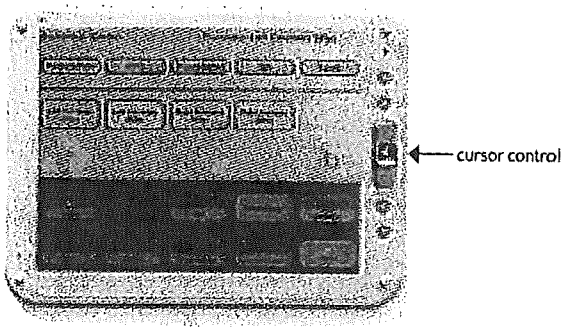
In the examination room, the Xper User Interface comprises the On-Screen Display, the Xper Module, and the Xper Imaging and Geometry Modules.

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
- Gantry position during rotation and angulation
- Source Image Distance for each channel
- Table height
- Tabletop tilt and cradle angle, if the table tilt/cradle option is installed
- Detector field size display for each channel
- General system messages
- Selected frame speed
- Fluoroscopy mode
- Integrated fluoroscopy time
- Air Kerma: dose rate during X-ray, accumulated dose with no X-ray
- Dose Area Product: dose rate during X-ray, accumulated dose with no X-ray
- Graphical bars for Body Zone specific dose rate and accumulated Air Kerma levels, in relation to the 2 Gy threshold
- Stopwatch

The On-Screen Display on the live monitor in the examination room contains the Xper ViewPad, which stores the pre-programmed function settings. The Xper ViewPad controls the following:

- Run and image selection
- Exam and run cycle
- Review speed
- Run and exam overview
- Active exam selection
- Flagging exam and run for storage
- Subtraction and image mask selection if subtraction option package is available
- Digital zoom
- Storing reference run or image to reference monitors
- Switching to the On-Screen Displays



Xper Module

Xper Module

The Xper Module can be positioned both at the tableside and in the control room. Up to three Xper Modules can be connected to the system. The Xper Module contains the following functionality:

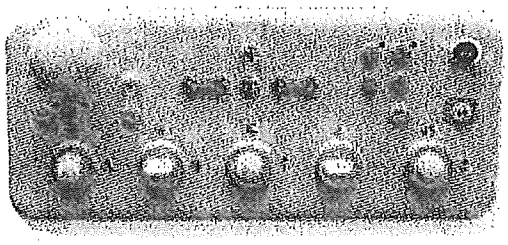
- Acquisition settings

  Settings for frame rates and X-ray generation that apply to the type of intervention. These are programmed in the Xper settings. This is also where the specific Xper setting for the StentBoost / Allura 3D-CA / Allura 3D-RA / Xper IM options can be programmed. If the option(s) is/are available on your system, this setting sends the acquired images directly to the interventional workstation for reconstruction.

Technical information - User Interface

- Automatic Position Control (APC), optional
- Image Processing
  Image Processing parameters, like contrast, brightness, edge enhancement and image invert can be adjusted.
- Quantitative Analysis (QA), optional
  If QA packages are available on the system, the analysis can be performed on the Xper Module. The package may contain Quantitative Coronary Analysis, Left and Right Ventricular Analysis.
- StentBoost on Xper module, optional
  Allows operation of StentBoost via the Xper Module in the examination room during the examination.
- Allura 3D-RA on Xper Module, optional
  Allows operation of Allura 3D-RA via the Xper Module in the examination room during the examination.
- Allura 3D-CA on Xper Module, optional
  Allows operation of Allura 3D-CA via the Xper Module in the examination room during the examination.
- Xcelera on Xper Module, optional
  Integrates the Xcelera network application in the Allura Xper system. It allows operation of the Xcelera Viewer with the Xper Module in the examination room during the examination.
- Hemo on Xper Module
  Integrates Xper IM Physiomonitoring in the Allura Xper system. It allows the physician and staff to perform a complete hemodynamic study tableside via the Xper Module. The "Hemo" menu contains the following subset of Xper IM physiomonitoring features:
  - SNAP (Auto record)
  - Obtain/Capture and store hemodynamic waveforms and ECG's
  - Cardiac output measurements
  - Monitor scale and sweep speed
  - NIBP measurement

Xper Biplane Geometry Module

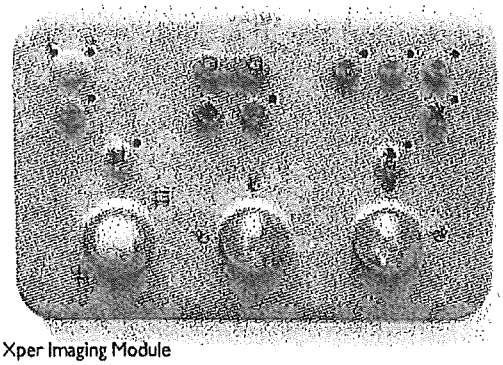


Xper Geometry Module

The Xper Geometry Module can be positioned on all sides of the patient table. The module automatically adjusts to the selected position and retains the intuitive button operation. The Xper Geometry Module provides the following functionality:

- Tabletop float
- Table height position
- Table tilt angle (if table tilt option is provided)
- Table cradle (if table tilt + cradle option is provided)
  - Source Image Distance (SID)
- Stand positioning per plane
- Biplane rotation
- Store and recall of two stand positions, including SID
- Emergency stop button
- Accept button of the Automatic Positioning Control.
  - Geometry reset button, which resets stand and table to a default starting position

Xper Biplane Imaging Module



Xper Imaging Module

The Xper Imaging Module can also be positioned at all sides of the patient table, while retaining intuitive button operation. The Xper Imaging Module provides the following functionality:

- Fluoroscopy mode selection as defined via Xper settings
- Shutters and wedge positioning per plane
- For each plane, manual or automatic wedge operation, including positioning of the displayed image without radiation
- Xper fluoro storage to record the last ten or twenty seconds of fluoroscopy (free configurable length)
- Fluoro Grab to store the last fluoro image
- Shutter setting per plane
- Selection of the detector field size per plane
- Reset of the fluoroscopy buzzer
- Real-time subtraction and fluoro trace subtract, if the subtraction package is provided
- Toggle button to select the required channel for adjustments

Both Xper Modules have a removable protection bar that prevents unintended activation of the system.

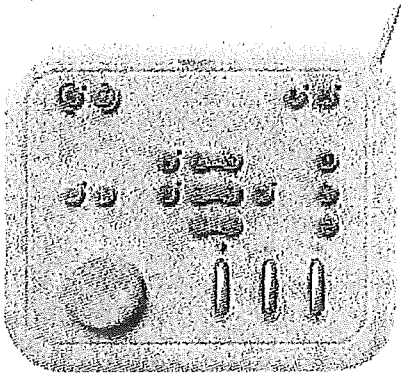
Xper User Interface in the control room

In the control room, the Xper User Interface includes an Xper Review Module, two LCD monitors, the keyboard, a mouse, and monitor pedestal to align the monitor heights. The monitors have shared screens: the left color screen is the data monitor, and the black and white screen is the review monitor.

Xper Review Module

The Xper Review Module is a review station for basic cardiovascular viewing needs. The most prominent functions can be controlled by the touch of a button. The Xper Review Module comprises the following functionality:

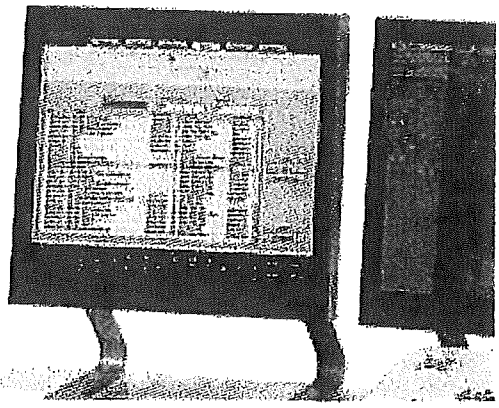
- Power on/off of the system
- Tagarno wheel to control the review of a patient exam
- Exam and run cycle
- Adjustment of contrast, brightness, and edge enhancement
- Exam, run, and image stepping
- Run and exam overview
- Delete run
- Basic review functionality, like image invert and digital zoom
- Go to basic settings
- Reset fluoroscopy timer and switch X-ray on/off



Xper Review Module

Technical information - User Interface

Xper data monitor



Xper data monitor

The Xper data monitor is a 19-inch LCD color monitor. It shares a 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 into scheduling, preparation, acquisition, reviewing, reporting, and archiving. System information is displayed on the bottom of the data monitor:

- Stopwatch and time
- System guidance information
- Dose Area Product (DAP) and Air Kerma: dose rate during X-ray and cumulative dose with no X-ray per plane
- Frame speed settings, fluoroscopy mode, and accumulated fluoroscopy time per plane
- Exposure and fluoroscopy settings as Voltage (kV), current (mA) and time (ms) per plane
- Geometry information, including rotation, angulation, and SID per plane

Scheduling

On the scheduling page, new patient data can be added manually or loaded from the CIS or HIS via DICOM Work List Management (DICOM WLM). Patients can be listed and selected per day, physician, or type of intervention.

Patient management protocols are exceptionally flexible and allow multiple exams to be selected under one patient identification number, so that new exams can be appended to an earlier patient file. Furthermore, each patient folder can contain multiple examinations to accommodate split billing and split administrative purposes. Each examination contains multiple files, such as acquisition, reference, and QA files. Patient information can also be sent from the modality to the information systems with DICOM Modality Performance Procedure Step (DICOM MPPS).

Preparation

The preparation page provides the room and patient preparation preferences of each individual physician, eliminating the need for hard copy protocols. Physicians' preferences are programmed in the Xper settings and the information resides permanently in the system unless a change is made.

Acquisition

The acquisition page contains information on the current selected patient. The page shows a full overview of all acquired runs and allows you to do QA. The history file of the patient can be reviewed at the touch of a button.

Review

The review page lets you review the following information from patients:

- Previous exams
- Exams from other imaging modalities

Report

For systems with the Lab Reporting option, the report page lets you create a patient report. The report contains information on patient X-ray dose, written text from the intervention, and appended clinical images. It can be printed or sent out by electronic mail.

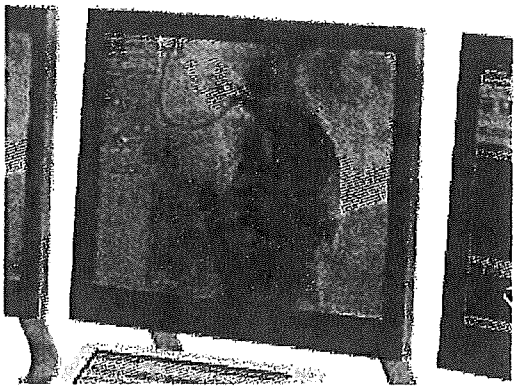
Archive

Clinical studies can be transferred to an optional Xcelera DICOM Recorder (IDR) or to a PACS, like the Xcelera PACS. The archive process - including multiple destinations, archive formats, and background transfer (optional) - can be completely automated and customized with Xper settings.

Technical information - User Interface options

Xper review monitor

The review monitor is an 18-inch black and white LCD monitor that is shared with the color data monitor.



Xper review monitor

The Graphical User Interface on the black and white monitor has the following features:

- Step through exam, run, or images
- Exam and run overview
- Image processing features, such as contrast, brightness, and edge enhancement
- Flagging runs or images for transfer
- Exam annotation
- Automatic printing
- Quantitative Analysis Packages, if available
- Subtraction functionality, if available

Second Xper Biplane Imaging Module

Extension of the imaging controls in the control room with a second module in a master-slave configuration.

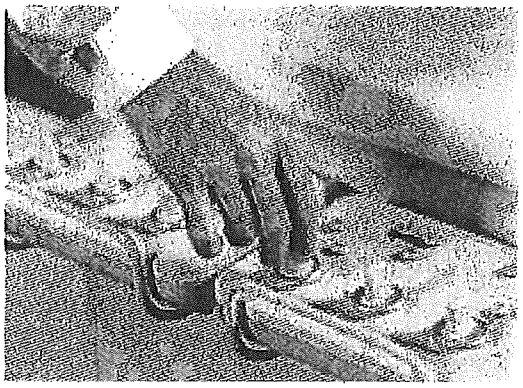
Second Xper Biplane Geometry Module

Extension of the geometry controls in the control room with a second module in a master-slave configuration.

Second or third Xper Module

Additional Xper Modules can be connected in the control room or in the examination room at tableside. Up to two Xper Modules can be connected in the control room, but only one Xper Module can be connected in the examination room.

The specifications and information on the Xper Module are similar for all Xper Modules connected to the system. If more than one Xper Module is connected to the system, each Xper Module can be operated independently.



Product Security

McAfee Virus-Scan software has been validated for use with our CV products. Please refer to Philips' service and security documentation for specific product details regarding McAfee usage and installation.

Philips offers:

- Online security resources to address your privacy, security, and regulatory concerns
- Access to security professionals who can assist with your IT department's compliance efforts and risk assessment
- Vulnerability monitoring and 24x7 incident response to help ensure that cyber security threats to medical devices and systems do not interfere with patient care

Technical information - Integration

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. The archiving process can be configured in the Xper settings
- The images are sent out, either in the background or manually, upon completion of the examination
- The export format can be configured to a 512x512 or 1024x1024 matrix, at 8- or 10 bit resolution
- The examination can be sent to multiple destinations for archiving and reviewing purposes
- The Xper DICOM Imaging 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 to the system. Additional information can be appended to a study without changing the patient identification

Storage capacity

The Allura Xper FD 10/10 has a standard storage capacity of approximately 100 cardiac examinations, which can store up to 100,000 images in a 1024^2 10-bit matrix.

MultiSwitch, option

MultiSwitch enables the Xper workspot in the control room to be shared with other applications that are loaded on separate PC modalities. The MultiSwitch enables you to switch to the color LCD data monitor, keyboard and mouse that are normally connected to the Allura Xper system. This saves significant space in the control room by enabling only one monitor and keyboard to be used for multiple applications, like StentBoost, Allura 3D- RA, Allura 3D-CA, Xcelera, Xper IM and ViewForum.

MultiSwitch includes Window Switch functionality. Xper Window Switch is a web based-browser (HTML) or X-window (Exceed) application that allows the Xper Viewing Console to be switched to Radiology/ Cardiology Information Systems. The Xper Window Switch option makes full use of the available RIS/CIS facilities and existing support for automatic handling of logistic tasks (e.g., automatic tracking, purchasing supplies, and billing).

Lab Reporting, option

This option allows the clinical user to generate and print a report in modality stand-alone situations. The user can incorporate free text, clinical images, and X-ray dose information. The report is sent out via Dicom MPPS and contains:

- Total Fluoroscopy Time in minutes
- Radiation dose
- Total number of Exposures in numbers
- Accumulated Fluoroscopy Dose in mGy
- Accumulated Exposure Dose in mGy
- Total Dose in mGy
- Total Number of Frames in numbers
- Image Area Dose Product in mGy
- Entrance dose and Air Kerma in mGy

Detailed exposure information:

- Number of Exposure Results
- Exposure-related information, including Exposure Channel, Exposure Start Time, KVP, Distance Source to Detector (SID), Exposure Time, X-ray Tube Current, Positioner Primary Angle, Positioner Secondary Angle, and Frame Rate

Part of the report is generated automatically from administrative data (e.g., patient/exam data, hospital name), and acquired data (e.g., run-log and event-log).

Technical information - Image Detection

The Allura Xper FD10/10 is equipped with the latest generation dynamic flat detector, whose compact size can easily handle complex projections. Image quality and X-ray dose reduction are further enhanced by Xres techniques.

Dynamic Flat Detector

Philips' next generation dynamic flat detector provides excellent quality at a low patient X-ray dose.

Specifications for each plane:

- Size of detector housing, including BodyGuard: 37 cm (14 in.) diagonal
- Field Of View: 25 cm (10 in.), diagonal square
- Detector zoom fields: 19 and 15 cm (8 and 6 in.) diagonal square format
- Pixel size: 184 x 184 microns to allow visualization of the smallest details
- Detective Quantum Efficiency DQE(0): 75%
- Output digital video frame: 1024^2 at 14-bit depth resolution
- Acquisition speeds can not be customized per system: 3.75, 7.5, 15 and 30 frames/second
- Digital video frame out for archiving purposes is customizable via Xper settings in different formats: 1024^2, 512^2, and 8 or 10 bit

Xres

Xres is a real-time image processing algorithm originally developed by Philips Research. Xres exploits the benefits of the fully digital detector to reduce noise in clinical images. It uses spatial filtering and does not compromise in image quality. Xres provides excellent visualization of coronary arteries in complex projections by harmonizing the background image. Plus, it improves the visualization of the region of interest. For example, it visualizes the fine details in the coronary arteries in situations where the arteries are projected over the diaphragm or spine.

Specifications:

- Real-time processing for X-ray fluoro and exposure speeds of up to 30 fps
- Xres can be customized for different image profiles via Xper settings. This customization allows each clinical user to choose their preferred image quality

Fluoroscopy

Three fluoro modes are available at tableside and these can be programmed via Xper settings. Each mode can be programmed with a different composition of X-ray dose rate, digital processing, and filter settings.

Specifications:

- Fluoroscopy image processing: recursive filtering, localized contrast-adaptive contour enhancement and Xres algorithm
- Pulsed X-ray modes with a Fast Fluoro Reset function, which quickly returns the system to fluoroscopy if there is an unexpected system reset
- Pulse rates: system-customized at 3.75, 7.5, 15 and 30 pulses per second
- Choice of Last Image Hold during fluoroscopy or a loop of the last fluoroscopy run (service configurable time)
- Frame grabbing of static fluoroscopy images or Xper fluoro storage to store the fluoroscopy run (service configurable time) for reference or archiving

Subtraction package

The Digital Subtraction Angiography (DSA) option extends the vascular applicational functionality of the Allura Xper system. DSA features real-time digital subtraction at low frame speeds of 0.5, 1, 2, 3, or 6 frames per second. The DSA programs can be selected via the Xper settings.

This option's exposure technique provides exceptional image quality for Subtracted images. It also offers run-subtract to perform subtraction per run.
This feature can be applied in the Rotational Scan and Bolus Chase Subtract options. DSA includes the following functionality: Fluoro-Trace, Fluoro-Subtract, Exposure Subtract on individual images or runs, mask selection, landmarking, and pixel shift.

Technical information - X-ray Generation

X-ray generation consists of the following elements: X-ray generator, X-ray tube, collimator (including SpectraBeam beam filtration), and dose protection mechanism. The complete dose protection mechanism is part of the DoseWise program.

Velara X-ray generator

The Velara generator is optimized for the latest cardiovascular needs.

Specifications for each plane:

- Microprocessor-controlled, 100 kW high-frequency converter generator
- Quartz-controlled IGBT-power-switch, with a minimum switching time of 1 ms
- Voltage range: 40 to 125 kV
- Maximum current: 1250 mA at 80 kV
- Maximum continuous power: 2.5 kW for 0.5 hours, 2kW for 0.8 hours
- Nominal power (highest electrical power): 100 kW (1000 mA at 100 kV)

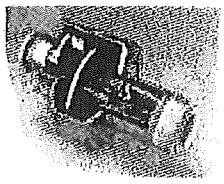
The Xper settings for X-ray generation control can be selected on the Xper Module.

Xper Beam Shaping

Xper Beam Shaping provides virtual collimation of the shutters and wedges on the last X-ray image, eliminating additional X-ray dose during collimation changes.

X-ray tube

The Allura Xper FD10/10 features the legendary high power MRC-GS 0508 X-ray tube. In the last seven years, Philips has installed more than 5000 MRC X-ray tubes with customers around the world. Data shows that on average, the MRC X-ray tube lasts significantly longer than conventional tubes.



MRC-GS 0508X-ray tube

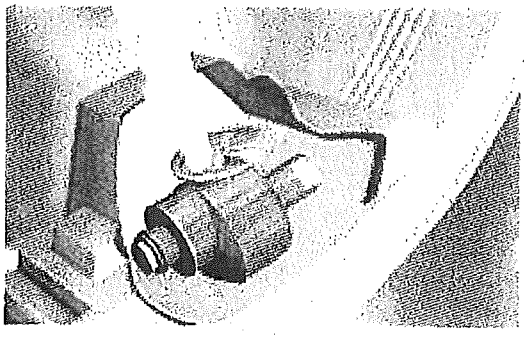
MRC-GS 0508

The powerful MRC-GS 0508 X-ray tube allows very high heat dissipation, enabling SpectraBeam filtration to reduce patient dose significantly.

Specifications:

- 0.5/0.8 nominal focal spot values with maximum loadability of 45 kW and 85 kW
- Grid Switching with pulsed fluoroscopy
- Anode heat dissipation in continuous mode: 3200 W
- Fluoro power for 10 minutes: 4500 W
- Fluoro power for 20 minutes: 3500 W
- Maximum heat dissipation of assembly: 3500 W
- SpectraBeam dose management
- Oil-cooled X-ray tube with thermal safety switch

SpectraBeam



SpectraBeam minimizes soft radiation with unique beam filtration

The combination of SpectraBeam with the MRC-GS 0508 tube allows increased X-ray output with better filtration of soft radiation. This reduces patient X-ray dose for cardio and vascular applications, while maintaining the same excellent image quality.

Specifications:

- Copper filters: 0.2, 0.5, and 1.0 mm copper equivalent. The filters can be programmed via Xper settings and the fluoroscopy mode can be selected at tableside

Technical information - Viewing

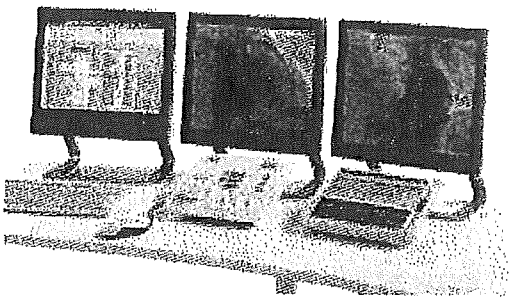
The system is delivered standard with four black and white 18-inch LCD monitors in the examination room. One 19-inch LCD color monitor and two 18-inch black and white LCD monitors are standard in the control room.

Specifications of color LCD monitor:

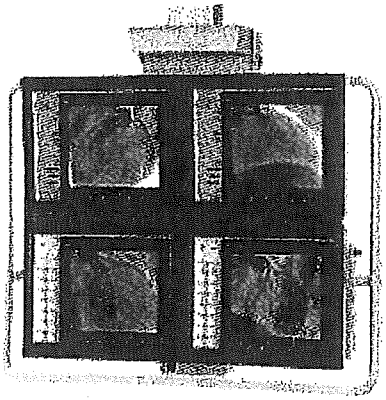
- 19-inch color LCD display
- Native format: 1280 x 1024 SXGA
- Wide viewing angle: approximately 170°
- Controlled brightness: typically 270 Cd/ m², with ambient light dependent brightness control
- On-screen display of control functions operated via push buttons
  - Audio output 0.5 Watt
  - Contrast typically 800 on 1

Specifications of monochrome LCD monitor:

- 18-inch monochrome LCD display with a native format of 1280 x 1024 SXGA
- 10 bit grey-scale resolution with grey-scale correction
- Wide viewing angle: approximately 160°
- High brightness: maximum 600 Cd/ m², with ambient light dependent brightness control
- On-screen display of control functions operated via push buttons
- Examination room LCD monitors include protection screen and motorized height adjustment



LCD monitors in the control room



LCD monitors in the examination room

Delivering clinical excellence with Philips CUSTOMerCARE service agreements

Philips **CUSTOMerCARE** service agreements deliver the flexibility and choice for you to succesfully manage your business. We offer customized solutions that enhance the quality of your care, increase your productivity, and improve your financial performance.

Philips Comprehensive service agreements meet the intensive requirements of your high performance environment and offer advanced total solution support, increased uptime, clinical education, and exceptional overall value.

Philips Alliance agreements fully leverage the value of your in-house biomedical and clinical engineering staff.

Philips Basic coverage plans are available for essential needs, such as planned maintenance or equipment repair.

Technical information - Options

MultiVision
The MultiVision video switch is the integrated video switch for high quality, progressive display video sources. It can switch either black and white or color signals, and supports up to four inputs to one output. MultiVision enables an extra color monitor in the ceiling suspension in the examination room to be shared between the system and other sources, such as a DICOM viewer, an Ultrasound system, StentBoost, a Allura 3D-RA or Allura 3D-CA interventional tool, etc. The switch is controlled via the acquisition manual on the Xper Module.

Physio Viewing
Physio Viewing provides acquisition, storage and display of physiological signals on the Allura Xper FD10/10 system. Four physiological data signals can be acquired and stored. One signal of choice can be displayed when reviewing images.

Continuous autopush
The continuous autopush option provides additional processor boards that are dedicated to archiving to minimize interruptions caused by other functions that require the image processor, such as patient review. Using this option speeds up archiving and the availability of clinical images for reviewing at other PACS destinations.

DICOM Print
DICOM Print provides an interface to any DICOM Printer. It provides Print Preview, Print Manual Overrides, Print Job submission, and Print Job management via automated printing protocols.

Intercom
Remote Intercom is used for communication between the examination and control room.

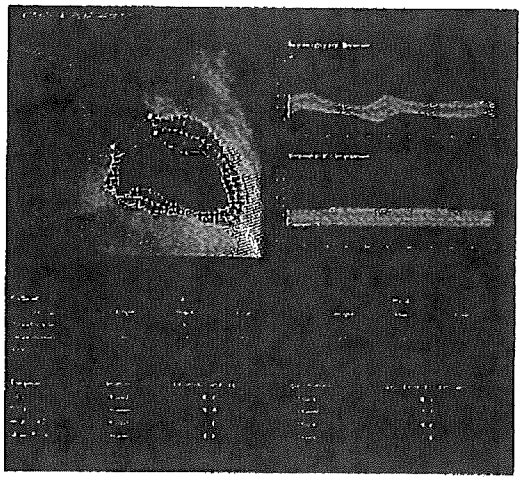
RIS/CIS DICOM Interface
This interface option enables two-way communication between the system, a local Information System (CIS or RIS), or hemodynamic system. The interface uses the DICOM Worklist Management (DICOM WLM) and Modality Performed Procedure Step (DICOM MPPS) standards. If a hospital has an information system, it is possible to receive patient and examination (request) information and to report the examination results. This option provides the following benefits:

- Eliminates the need to retype patient information on the system
- Prevents errors in typing patient name or registration number, which ensures consistency of information throughout the department to prevent problems in archive clusters
- Provides information to and from the information system about the acquired images and radiation dose

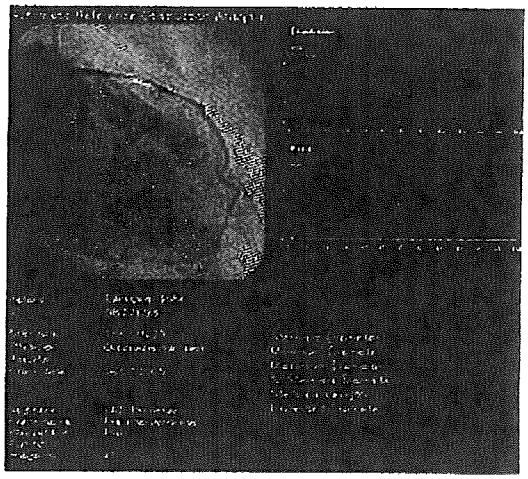
Upon request from the system, the complete worklist with all relevant patient and examination data is returned to the system.

Biplane standard line rate video input/output
The standard line rate video output is 625 (525) lines for a 50 (60) Hz video interface board. This option is required to connect standard line rate video peripherals for each plane, such as a VCR and/or video printer. The interface provides control for automatic biplane recording of fluoro and exposures with a VCR medical DVD recorder, and for replay of VCR or DVD images (on any SLR video source) on the system monitors.

Real-time digital link
The real-time digital link is a dedicated image link to an interventional tool, such as Allura 3D-RA, StentBoost, and/or Allura 3D-CA. This dedicated digital link sends raw or processed image data (depending on the application) in real-time during exposures to the connected interventional tool. This provides instant results of the applicable reconstruction after the exposure run.



Left Ventricular Quantification software package



Coronary Quantification software package

Quantitative Analysis Packages

Biplane left Ventricular Quantification software package

This software package enables the assessment of ejection fraction and left ventricular volumes. It combines the single plane and the biplane left ventricular software: the calculations can be executed from single plane or biplane projections.

Ventricular Quantification software package
The functions are:
- Various Left Ventricular volumes
- Ejection Fraction
- Cardiac output
- Centerline Wall Motion
- Slager Wall Motion
- Regional Wall Motion
- Calibration routines
  - -Biplane Ejection Fraction automatic
  - -Biplane Ejection Fraction manual

Right Ventricular Quantification software package

This software package is used to assess ejection fraction and right ventricular volumes. It enables you to perform right ventricular analysis from angiograms. The calculations can be executed from single plane or biplane projections. The package is intended especially for pediatric cardio applications and focuses on easy and efficient wall contour detection. It includes the following functions:
- Calibration routines
- Various Right Ventricular volumes
- Ejection Fraction
- Cardiac output
- Centerline Wall Motion
- Slager Wall Motion
- Regional Wall Motion
- Biplane Ejection Fraction automatic
- Biplane Ejection Fraction manual

Coronary Quantification software package

This software package provides quantification of stenosis measurements in the coronary arteries. It includes the following functions:

- Diameter measurement along the selected segment
- Cross sectional area
- Percentage of stenosis
- Stenotic flow reserve
- Pressure gradient values
- Calibration routines

Vascular Quantification software package

This is a clinically validated analytical software package for quantitative analysis. It includes the following functions:
- Vessel diameter and stenotic index
- Automated Vessel Analysis
- Calibration routines

Autocall

The Autocall option can be used in conjunction with the Quantitative Analysis packages. When an object to be analyzed, like the left ventricle or vessel segment is placed in the isocenter, full autocall eliminates the need to:
- Acquire an additional image series containing a sphere or grid for calibration purposes
- Calibrate manually on a calibration object, like a catheter that is displayed in the image or image series to be analyzed

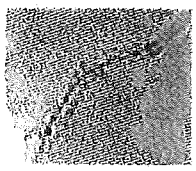
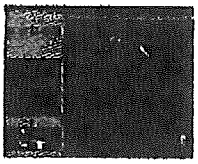
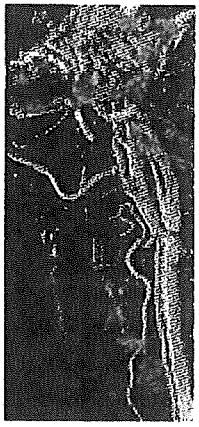


Image after StentBoost



Allura 3D-CA



Allura 3D-RA

Examination light

StentBoost

StentBoost is a simple, quick, and cost-effective tool to enhance visualization of stents in the coronary arteries. It shows the stent in relation to the vessel wall. StentBoost uses markers on the balloon or stent delivery catheter to better visualize objects in the direct environment of the markers. It improves:

- Stent positioning in lesions and bifurcations
- Stent deployment
- Stent-in-stent placement
- Assessment of stent artifacts (like fractures)

Allura 3D-CA

Allura 3D-CA creates a 3D model of 2D coronary artery images. It can help improve diagnosis by providing:

- Optimal insight into the structure of the coronary tree
- Improved assessment of lesions and bifurcations
- Insight into the optimal working angles

Enhance interventional preparation:

- Select the right stent length
- Select optimal view of lesion or bifurcation with "TrueView" map

Enhance interventional execution:

- Work with optimal viewing angles of lesions and/or bifurcations
- Place the right stent with the right length in the right place

Via the real-time link and seamless integration with the Allura Xper FD10/10, the interventional tools work perfectly in sync with the system.

CT TrueView

CT TrueView connects the Cath lab to the CT room. It provides all the benefits of Allura 3D-CA based on a CT diagnostic image. It offers:

- Optimal C-arc positioning on Philips CT data sets to minimize foreshortening when assessing lesions or bifurcations
- Full integration with Philips products. This option is available in the extended Brilliance workspot in the CT Room and it can be controlled from tableside or from the control room in the Cath Lab. It is one easy to use user interface on the EBW and interventional hardware

Allura 3D-RA

The Allura 3D-RA interventional tool provides extensive three-dimensional insight into vascular pathologies from a single Rotational Scan acquisition. It allows:

- Development of better treatment strategies using superb images
- Selection of the best stand projections for treatment
- Treatment progress to be monitored in 3D: visualization of deployment of embolization material
- Reduction of exam time, X-ray dose, and contrast medium by eliminating the need for multiple DSA/ fluoro exposures

EP navigator

EP navigator shows the catheter and the 3D anatomy in real-time in one image, allowing electrophysiologists to instantly confirm the position of any catheter or lead with respect to detailed 3D cardiac anatomy in the EP intervention lab. This information can support the electrophysiologist in performing complex EP procedures with greater confidence, in a more intuitive way. During the procedure, EP navigator helps the electrophysiologist:

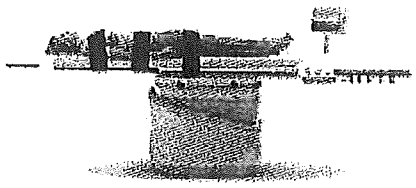
- Guide mapping procedures with more confidence
- Get to ablation points that are difficult to reach more confidently
- Perform complex procedures when you don't have access to mapping

Examination Light

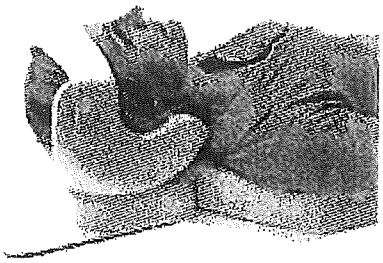
This light enables the optimal visualization of the region of interest under daylight conditions. The light's intensity is 30,000 Lux. The handgrip is removable and can be sterilized for use with a disposable cover.

Accessories

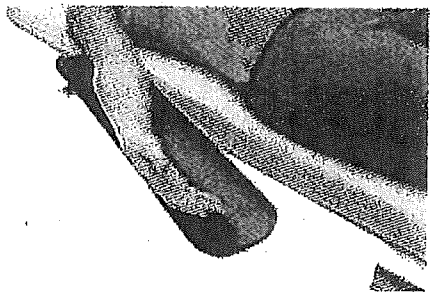
- Peripheral X-ray filter
- Cath arm support (adjustable)
- Ratchet compressor
- Table X-ray protection
- Pulse cath arm support
- Pan handle
- Ceiling-suspended radiation shield
- MCS bracket ceiling Radiation Shield
- Examination light
- Drip stand
- Arm support
- Mattress
- Neuro Mattress
- Set of arm supports
- Table clamp
- Patient straps
- Head support
- Set hand grips & clamps
- Cerebral filter
- Neuro wedge
- Cable holders (15 pieces)



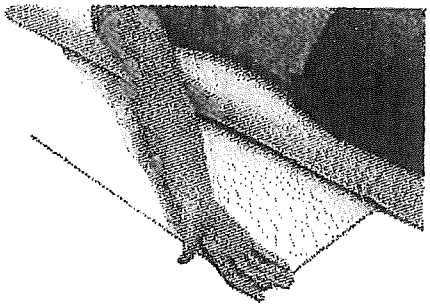
Patient straps



Head support

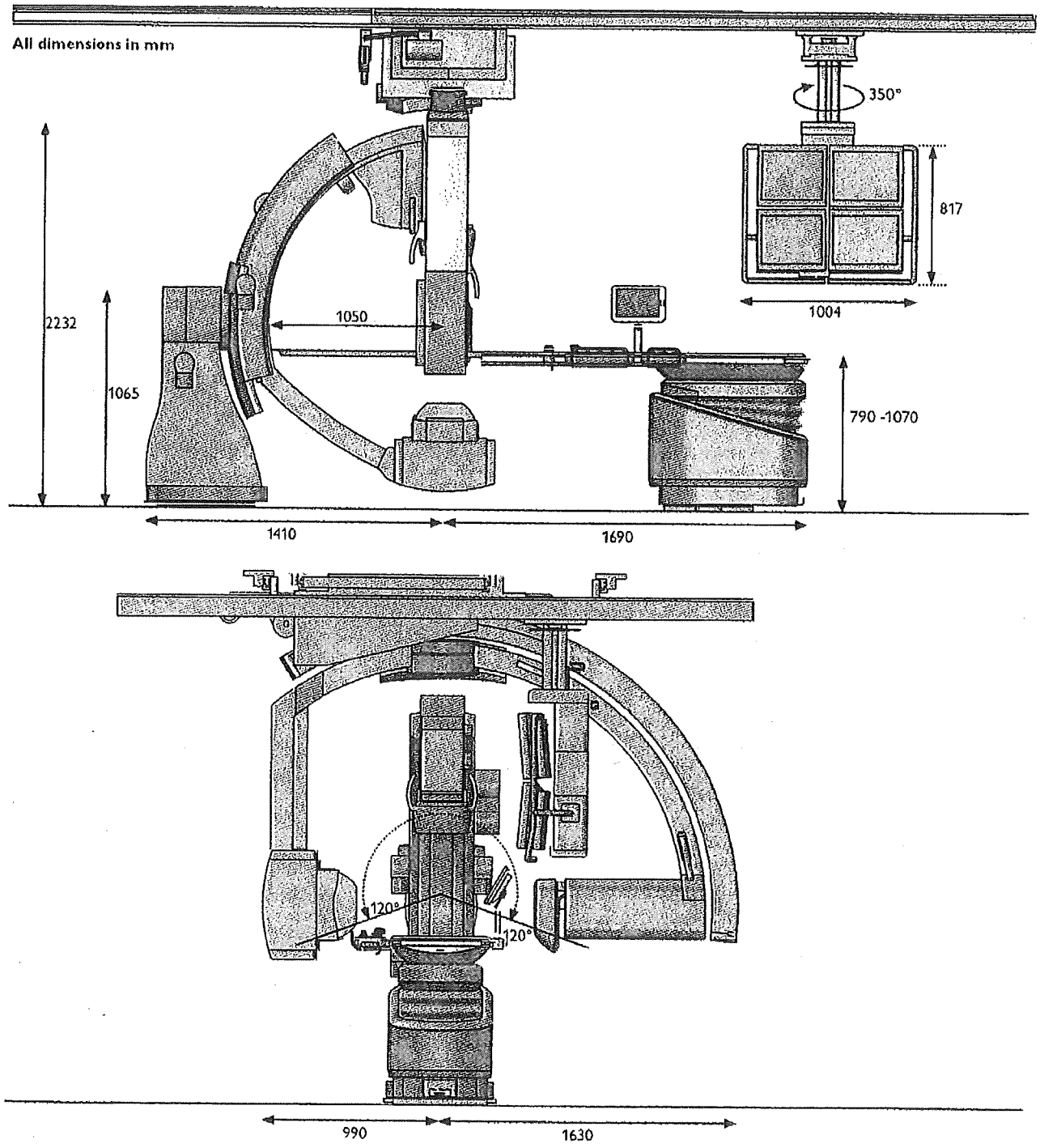


Arm support



Pulse cath arm support

Technical information - Dimensions



Technical information - Room Layout

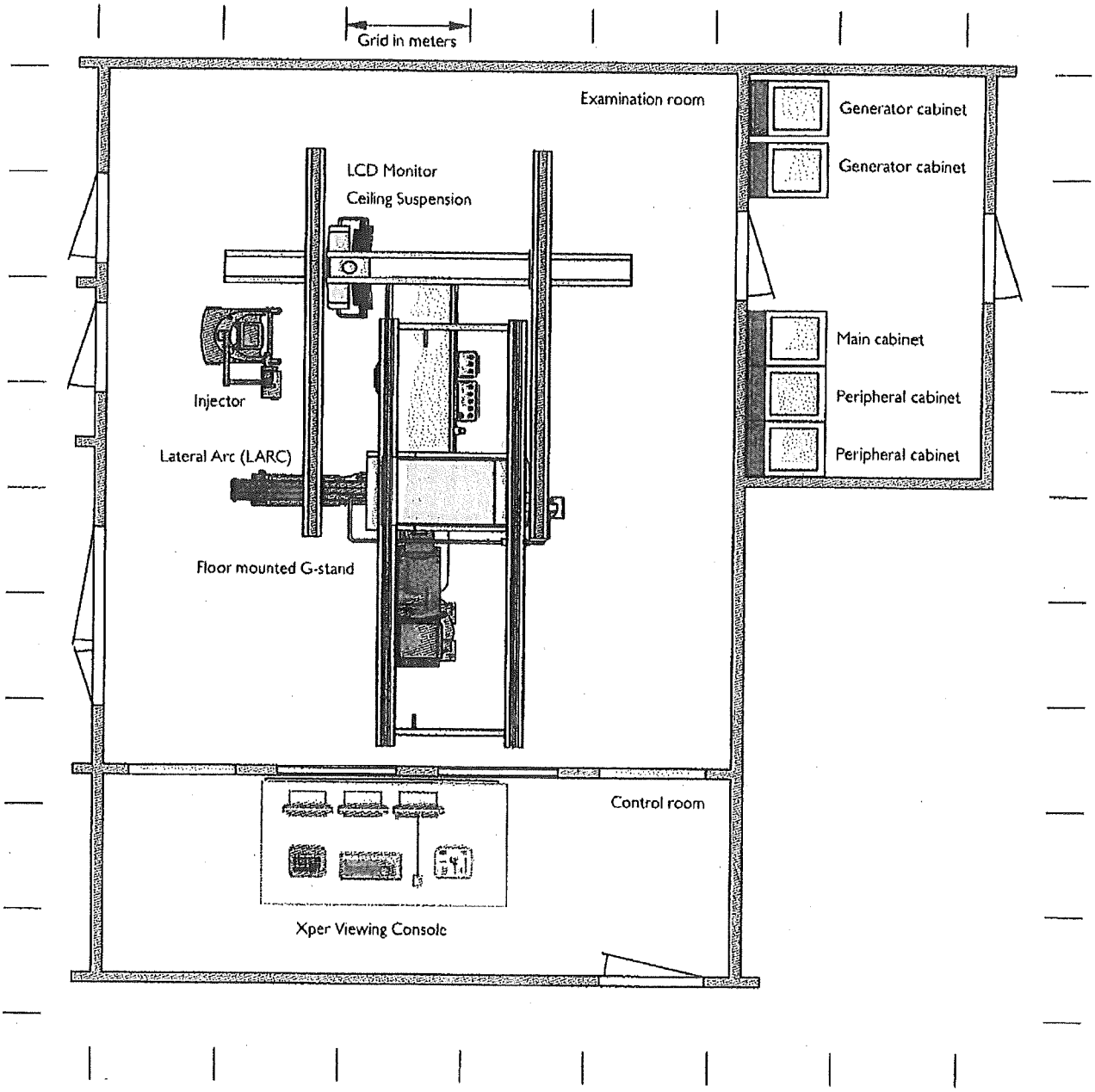


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EXHIBIT C

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

PHILIPS

Quotation #: 1-13OR4QL	**Rev:** 4	**Effective From:** 21-May-14	**To:** 28-Jun-14

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FAYETTEVILLE, NC 28304-3424

Tel:

Alternate Address:

Presented By:

Bryan Starling
Account Manager
Tel: (888) 564-8643
Fax: (678) 924-6003

Amy Morrow
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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
	100241 Allura Xper FD10	1	$840,548.59
		Equipment Total:	$840,548.59

Solution Summary Detail

Product	Qty	Each	Monthly	Price
100241 Allura Xper FD10	1	$840,548.59		$840,548.59 *

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

* Equipment $721,378
Construction 119,170 → See turnkey Quote
$840,548

Quote Summary

100241 Allura Xper FD10

Qty	Product
1	NNAE390 FlexVision XL 9 Input Package
1	NNAE353 Allura Xper FD10 C R8.2
1	NCVA089 RIS / CIS DICOM Interface
1	NCVC199 Wireless footswitch: mono-plane version
1	NCVA097 Cath Arm Support
1	NCVA098 Pulse Cath Arm Support
1	NCVA783 Pivot for table base.
1	**FCV0510 Long mattress cardio**
1	FCV0017 CABLE CARRIER CS
1	**NCVB630 FlexVision XL,Snapshot**
1	980306640009 Black Anti-Fatigue Floor Mat w/ Blue Logo
1	980406041009 Rad Shield w/ Arm (Contoured) 61X76
1	989801220012 Cable Spooler
1	989801220081 Mach 3 Dual Focus Lamp 220v
1	989801220273 Ceiling Track w/Column & Handle Ext
1	989801292098 IXR Additional Training 16 Hours OnSite
1	989801292278 IXR Additional Training 28 Hours OnSite
1	SP005 Contract Labor
1	SP006 Turnkey Operation
1	SP059B Universal Power Supply
1	SP019 Trade In Allowance

Options

Qty	Product
1	NCVB884 EP Hardware pack
1	NCVB991 EP Navigator R4
1	FCV0604 DoseAware Bundle

100241 Allura Xper FD10

System Type: New
Freight Terms: FOB Destination
Warranty Terms: Part numbers beginning with two (2) asterisks (**) are covered by a System 12 Months Warranty. All other part numbers 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	**NNAE390	FlexVision XL 9 Input Package	1

The FlexVision XL9 input package provides nine isolated wall connection boxes and nine legacy converters.

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 quantity of the VWCB's has to be calculated as follows:

For each video signal to FlexVision XL on Cardiac System: 9 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

Legacy Video Convertor
The Legacy Video Convertor enables conversion from VGA towards DVI for supported input resolutions, as listed in the table below.

Signal type	Native resolution	Image Aspect Ratio
VGA	640x480	4:3
SVGA	800x600	4:3
XGA	1024x768	4:3
SXGA	1280x1024	5:4
SXGA+	1400x1050	4:3
UXGA	1600x1200	4:3
WXGA	1280x800	16:10 (8:5)
WSXGA	1440x900	16:10 (8:5)
WSXGA+	1680x1050	16:10 (8:5)
WUXGA	1920x1200	16:10 (8:5)
2K	2048x1080	19:10
TV1080I/P	1920x1080	16:9
TV 480I	720x480	4:3
TV 480P	704x480	4:3

2	**NNAE353	Allura Xper FD10 C R8.2	1

100241 Allura Xper FD10

Line #	Part #	Description	Qty

The Allura Xper FD10 (Ceiling) single-plane cardiovascular system is comprised of a ceiling mounted G-arm stand and digital imaging X-ray system for cardiovascular diagnostic and interventional procedures.

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

GEOMETRY

The Allura Xper FD10 Stand

The ceiling suspended geometry segment is comprised of the following features:

- A motorized, ceiling suspended Poly Diagnost G-arm, which can be ceiling rotated to allow a three-sided patient approach at maximum free floor space with full body coverage.
- All stand movements are motorized. The motorized and manual parking movement consists of ceiling rotation and a longitudinal movement. The counterbalanced Dynamic Flat Detector can also be positioned manually or motorized. Angulation and rotation of the Poly-Diagnost G-arm are motorized at high speeds.
- Parking and longitudinal movement of the Poly-Diagnost G-stand, can be performed either manually either motorized. The longitudinal movement comprises electronic auto-stop positions, to facilitate positioning in the iso-center with ease and accuracy.
- Single operator control of stand parking or longitudinal positioning provides motorized base rotation at 12 degrees per second from +90 to -90 degrees, and motorized longitudinal movement at 15 cm/s over a maximum range of 260 cm.
- The projection angles for the Poly-Diagnost G-arm in the head position (orientated parallel to the table) are:
  - Rotation 120 degrees LAO to 120 degrees RAO
  - Angulation 45 degrees cranial to 45 degrees caudal
- Motorized stand movements are variable speed with a configurable maximum speed, allowing:
  - rotation speed up to 25 degrees per second
  - angulation speed up to 18 degrees second
- The depth of the Poly-Diagnost G-arm is 105 cm.
- The stand features BodyGuard capacitive sensing collision avoidance for patient protection.
- The variable source image distance range between the x-ray tube foci and the Dynamic Flat Detector input screen is 86.5 to 123 cm.

Patient Support

Xper Table

- Patient support provided with a flat carbon fiber tabletop
- Tabletop length of 319 cm and tabletop width of 50 cm
- Floating tabletop movement of 120 cm longitudinal and 35 cm transverse
- Motorized height adjustment from 74.5 to 102.5 cm
- Maximum cantilever of 223 cm , for full patient coverage

Line #	Part #	Description	Qty

- Maximum patient weight 250 kg plus 500 N for CPR (or 225 kg plus 1000 N) in any longitudinal position of the table top
- Xper Geometry and Imaging Modules for exam room controls.
  - The operating modules can be attached to either side of the table.

Patient Support Accessories

- Three rail accessory clamps
- Mattress pad
- Translucent catheterization armrest
- IV Pole
- Set of Cable Holders
- Set of Arm Supports (FCV0248)
- Arm Support (FCV0258)
- Patient straps

- Table-mounted radiation shield
- Antifatigue Mat with Philips logo

X-RAY GENERATION

The Allura Xper FD10 comprises an integrated dedicated X-ray system, micro-processor controlled 100kW generator, based on high frequency converter technology. The user interface control of this X-ray Generator is incorporated into the Xper module, Xper Desktop Console, and the Xper on-screen displays.

The Certeray generator comprises:

- X-ray generator: 100 kW
- Voltage range: 40 - 125 kV
- Program selection:
  - Pulsed X-ray up to 3.75 , 7.5 , 15 , 30, frames/s for digital dynamic exposures
  - Pulsed X-ray for pulsed fluoroscopy (3.75, 7.5, 15, 25, 30 frames/s).
  - Minimum exposure time of 1ms.
  - ECG triggered acquisition: allows acquiring one exposure for each QRS peak with selectable delay time
  - Automatic kV and mA control for optimal image quality prior to run to save dose
  - Optimal X-ray tube load incorporated in the Certeray generator
- An X-ray 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 the 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, and adaptive harmonization).
- Xper Fluoro Storage, a grab function allows storage and archiving of a single fluoro frame or the last 20 seconds of fluoroscopy. These images or runs can be archived as a regular run.

X-ray Tube

The Allura Xper FD10 includes a Maximus ROTALIX Ceramic tube assembly MRC-GS 05 08 and cooling unit CU 3101 for cardio-vascular systems. Comprising:

- 0.5/0.8 mm nominal focal spot values maximal 45 and 85 kW

IMAGE DETECTION

The Allura Xper FD10 comprises the following image detection chain:

- A 25 cm (10 in.) diagonal triple-mode Dynamic Flat Detector. 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 and the detector 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 rooms:

Displays

Examination Room

Two 19-inch monochrome LCD monitors

- 19-inch monochrome TFT-LCD display
- Native format 1280x1024 SXGA
- 10-bit gray-scale resolution with gray-scale correction

These monitors are not delivered when FlexVision XL, EP Cockpit or EP Cockpit XL is selected.

The monitor ceiling suspension in the exam room can be configured to accommodate 3, 4, 6, or 8 LCD monitors and includes motorized height adjustment. The height adjust feature is dependent

on the room ceiling height. When FlexVision XL, EP Cockpit or EP Cockpit XL is selected the monitor ceiling suspension is configured for one of those options.

- The first reference channel is for the display 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.

Control Room

One 19-inch color LCD monitor

- 19-inch color TFT-LCD display

Control Room

One 19-inch monochrome LCD monitor

- 19-inch monochrome TFT-LCD display
- Native format 1280x1024 SXGA
- 10-bit gray-scale resolution with gray-scale correction

These control room monitors are not delivered when EP Cockpit or EP Cockpit XL is selected.

Acquisition

The acquisition segment coordinates the parameters for automatic exposure control. The program is selected via the Xper module or Xper Desktop 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 999, with no limit to the maximum number of images per examination

USER INTERFACE

Xper is comprised of three elements: 1) Xper Settings, which customizes the system to each user preferred settings; 2) Xper User Interface 3) Xper Integration, which makes advanced integration functionality available such as DICOM Query / Retrieve, background archiving, and Xper Fluoro Storage.

The Xper User Interface comprises a range of User Interface modules in the Examination Room, including On-Screen Display.

On-Screen Display

- X-ray indicator and X-ray tube temperature condition
- Gantry position in rotation and angulation and Source Image Distance
- Detector field size display
- Selected Frame speed
- Fluoroscopy mode
- Integrated fluoroscopy time
- Stopwatch
- Skin Dose: dose rate with X-ray, cumulated dose with no X-ray
- Dose Area Product: dose rate with X-ray, cumulated dose with no X-ray
- Graphical bars for indication of Body Zone specific dose rate and accumulated skin dose levels, related to the 2 Gy level

Remote Intercom

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.

Xper ViewPads

The Xper ViewPad contains the preprogrammed function settings. The system is provided with two Xper ViewPads. The following functions are provided:

- Run and image selection
- File and run cycle
- File overview
- Store to Reference image file
- Copy image to photo file
- Digital (fixed) zoom and panning
- Recall reference images, which means switching control of Xper ViewPad function from live to reference monitor
- Laser pointer, intended to point at regions of interest on the imaging monitors
- LED indication of laser pointer on/off and battery low

Tableside Modules

One Xper Module is provided for use at either the tableside or in the control room. This module uses a touch screen, which can be operated when draped with sterile covers. The Xper Module contains the following functionality:

- Acquisition settings
- Selection of Xper Setting allows the user to set frame rates and x-ray generation settings applicable for the type of the preferred intervention
- Automatic positioning recall to allow the stand position to match the reference image.
- Image Processing

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

- Tabletop float and table height position
- Source Image Distance selection
- 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

The Xper Imaging T.S.O. module 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
- Xper Fluoro Storage and Grab
- Selection of the Detector field size
- Shutters positioning
- Reset of the fluoroscopy buzzer

Pan Handle (NCVA081)

The Pan Handle is an extension of the control facility for floating movements of the table top.

Control Room

The control room comprises an Xper Review Module, a keyboard, a mouse. The Xper Review Module offers the basic functions for review. The Xper Review Module contains 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, Image stepping and run and file overview
- Delete run
- Image invert and digital zoom
- Reset fluoroscopy timer and enable/disable X-ray

System information is displayed on the bottom of the data monitor:

- Stopwatch and Time
- System guidance information
- Dose Area Product (DAP), Skin Dose, and accumulative dose
- 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

The workflow is divided in scheduling, preparation, acquisition, review, and archive.

Scheduling

The patients can be added, listed and selected per date, physician, and intervention type. Previous DICOM patient studies can be uploaded with the DICOM Query Retrieve function.

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, i.e. 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 or her own room protocols.

Acquisition

The acquisition page contains information on the current selected patient.

Review

The review page allows for reviewing of patient's:

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

Radiation Dose Structured Report

Collection of dose relevant parameters and settings and export to a DICOM database (e.g. PACS, RIS), a ccording IEC60601-2-43, 2nd Edition.

The reported data can be used for, for example:

- Quality improvement: evaluating trends in X-ray dose performance per facility, system and operator.
- RDSR enables analysis of average dose levels & variance for routinely performed exams and procedures.
- Typical system usage can be extracted from the data.

Secondary Capture Dose Report

- The Secondary Capture Dose Report function allows the user to save & transfer, manually or automatically, a patient Dose Report to PACS in DICOM secondary capture format.
- The dose report will be stored in the related patient image folder.

Line #	Part #	Description	Qty

Archive
Continuous Autopush (NCVA090)

Continuous Autopush is an archive accelerator which ensures that background archiving continues with minimal disruptions.

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 and archive formats can be selected to the individual needs.

The Xper DICOM Image Interface enables the export of clinical images to PACS. 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 export format is configurable in 512x512 or 1024x1024.
- 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.

Clinical Education Program for Allura Systems

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.

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.

In the event that your main FD system will be dedicated to Cardiac applications your offsite training course will be tailored to focus on the Cardiac functionality.

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. **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

Line #	Part #	Description	Qty

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# 106107-110915

3 ****NCVA089** **RIS / CIS DICOM interface** 1

This package allows communication of the Allura Xper system with a local information system (CIS or RIS). The interface uses the 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.

On request of the clinical user the Allura Xper 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

Line #	Part #	Description	Qty

- 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.

4 **NCVC199 **Wireless footswitch: mono-plane version** 1

The wireless footswitch is an option for our Allura systems. It provides the possibility to have one wireless footswitch in the exam room.
A wireless footswitch provides workflow optimization, flexibility at table-side, removes cable clutter on the floor and provides easier cleaning of the footswitch.
The mono-plane wireless footswitch is a 3 pedal version; one pedal for fluoroscopy, one for exposure and one to control the roomlight/single shot. The pedals can be configured according customers preferred lay-out.
The wireless footswitch is working via RF technology and is fully tested and released for medical use. It has an active range up to 10 meters, depending on structures within this range.
The wireless footswitch has a lithium battery which only needs to be recharged once per week. During recharging the footswitch still can be used and is fully functional. In parallel, a wired footswitch can also be used.
The status of the battery is indicated by an LED-indication on the footswitch itself, so that the user can decide when the footswitch needs to be recharged.
The wireless footswitch can easily be cleaned in water. It has the highest water ingress protection standard (IPX8).

The wireless footswitch has an on/off switch. It can be switched off when not in use. When the footswitch is active, but not in use, it will go into a sleep-mode. It will be re-activated when touched or when one of the pedals is pressed.

5 **NCVA097 **Cath Arm Support** 1

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

6 **NCVA098 **Pulse Cath Arm Support** 1

Facilitates catheterization trough the pulse and provides room for placing catheterization instruments. It is a flat radio translucent board and is placed under the patient while a part projects at either the left or right side of the tabletop to support the arm.

Size: 100 x 85 cm
Material: carbon-fibre reinforced material

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Line #	Part #	Description	Qty
7	**NCVA783	**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

8	**FCV0510	**Long mattress cardio**	1

Patient mattress, thickness 70 mm, length 3165 mm, width 500 mm

9	**FCV0017	**CABLE CARRIER CS**	1

Additional carrier for suspension of cable hose from X-ray tube assembly or TV monitor.

10	**NCVB630	**FlexVision XL,Snapshot**	1

FlexVision XL is an integrated viewing solution designed to give
you full control over your viewing environment.
The FlexVision XL provides the ability to:
• Display information from up to 8 sources simultaneously (incl.
third party systems) on the Philips 58-inch color LCD with LED backlight in the Exam Room.
• Resize and/or enlarge information at any stage during the case.
• Select and customize viewing lay-outs of the Philips 58-inch
color LCD via the Xper table-side module
• Overview connected equipment (incl. third party systems) from
a single location.
The FlexVision XL consists of:
• DVI video composition unit.
o The DVI video composition unit allows the user to direct and switch the video output of all connected medical equipment to specific sub windows of the Philips 58-inch color LCD with LED backlight in the Exam Room.
o The DVI video composition unit is operated from the
Xper tableside module.
o The DVI video composition unit supports a wide variety of display formats (up to 1920x1200)
o Up to 9 external inputs are connected to the DVI video composition unit via Wall Connection Box(es).
• Medical grade, high resolution color LCD in the Exam Room
o This display supports the image quality requirements for
monochrome X-ray images as well as color images and replaces
all displays normally delivered with an Allura Xper FD or
AlluraClarity system for the Exam Room.
o Main characteristics are:
- 58-inch, 8 Megapixel color LCD
- Native resolution: 3840x2160
- Brightness: Max: 700 Cd/m2 (typical) stabilized: 400 Cd/m2
- Contrast ratio: 4000:1 (typical)
- Wide viewing angle (approx. 176 degrees)
- Constant brightness stabilization control
- Lookup tables for gray-scale, color and DICOM transfer function
- Full protective screen Ingress Protection: IP-21

Line #	Part #	Description	Qty

• Large color LCD control (Xper Module)
o Resize and/or enlarge information at any stage during the case via the Xper tableside module in the Exam or Control Room
o Select viewing lay-outs via the Xper table-side module in the Exam Room
o Create new layouts by matching inputs to desired locations on preset templates.

• Monitor Ceiling Suspension
o Monitor ceiling suspension for use in the Exam Room carries the 58-inch color LCD, providing highly flexible viewing capabilities. The monitor ceiling suspension is height-adjustable and moveable along ceiling rails. It can be positioned on either side of the table.
• Isolated Wall Connection Boxes
o Up to 9 Isolated Wall Connection Boxes can be connected to FlexVision XL.
o Through Isolated Wall Connection Boxes, 3rd party equipment can be connected to the FlexVision (DVI video composition unit).
The Wall Connection Boxes have Power, Grounding, Video (DVI), Network (RJ45) and Keyboard/mouse (USB) connections.
The Wall Connection Boxes can be located in the Technical Room, Control Room and/or Exam Room.
In case of an Equipment Rack: 1 x Wall Connection Box is permanently placed on the Equipment Rack.
• Snapshot
o The snapshot function allows the user to store/save a screen-capture of any image on the 58-inch display as a DICOM Secondary Capture image to a connected PACS.
The snapshot-all function allows the user to store/save a screen-capture for each displayed image in the Exam Room / Control Room as separate DICOM Secondary Capture images .

11	**980306640009	**Black Anti-Fatigue Floor Mat w/ Blue Logo**	1

Blue Anti-Fatigue Floor Mat w/ Logo

12	**980406041009	**Rad Shield w/ Arm (Contoured) 61X76**	1

Contoured Rad Shield with Arm rest. 61X76

13	**989801220012	**Cable Spooler**	1

14	**989801220081	**Mach 3 Dual Focus Lamp 220v**	1

The Mach 3 DuoFocus exam lamp brings daylight quality lighting to the interventional suite. The lamp provides a color rendering index Ra of 96.5. The focusable light field size is 8 – 35 cm with a working distance of 60 – 150 cm.

15	**989801220273	**Ceiling Track w/Column & Handle Ext**	1

Mavig 2.5m Ceiling Track with Ceiling trolley, 360 degree column, and brake handle extension.

16	**989801292098	**IXR Additional Training 16 Hours OnSite**	1

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Line #	Part #	Description	Qty

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.

17 ****989801292278** **IXR Additional Training 28 Hours OnSite** **1**

Clinical Education Specialists will provide twenty-eight (28) 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. Please refer to guidelines for more information. 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.

18 **SP005** **Contract Labor** **1**

Removal and disposal of existing BH5000 system.

19 **SP006** **Turnkey Operation** **1**

Turnkey Construction price per Revels Contracting proposal for Room construction and prep for Philips FD10 Install.

20 **SP059B** **Universal Power Supply** **1**

Philips Power Solutions 25 kVA UPS for FD10 system.

21 **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: 72247 POLY G LARC/OMCP/VIS
Serial Number: 41423
Manufacturer: PHILIPS HEALTHCARE

Trade-In authorization number:	32621
Trade-In Value:	$0.00
De-install Date:	8/3/2014

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");
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;

Line #	Part #	Description	Qty

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.

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

Promotion Name	Description
SmartPath Loyalty Promotion 2014	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 27, 2014.
Mono Closer 2014	All orders for this promotion must be received on or before June 27, 2014.

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NET PRICE $840,548.59

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.

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OPTIONS

SELECTION OF ANY OPTION WILL INCREASE THE CONTRACT PRICE BY THE AMOUNT SHOWN IN THE PRICE COLUMN. OPTIONAL EQUIPMENT PRICING VALID ONLY IF PURCHASED IN CONJUNCTION WITH EQUIPMENT QUOTED.

Line #	Part #	Description	Qty	Each	Price	Initial
1	**NCVB884	EP Hardware pack	1	$28,018.90	$28,018.90	_____

The EP hardware pack includes the processing platform for the EP navigator and 3D EP rotational scan functions as well as the Flat panel display CR (19" SXGA LCD color monitor).

The processing platform provides two visual outputs, one for the control room and one for the examination room.

An available color LCD display, or an EP cockpit, EP cockpit XL or FlexVision XL display solution is required for the examination room.

2	**NCVB991	EP Navigator R4	1	$59,213.70	$59,213.70	_____

EP navigator facilitates catheter navigation in ablation procedures, by providing a three-dimensional (3D) overlay of the real patient anatomy onto live fluoroscopic images. The 3D anatomy is registered to the fluoroscopy and shows the position of all catheters in relation to the anatomy. EP navigator follows the rotation of the C-arc and the movement of the table.

The 3D anatomy is obtained using an intra-procedural 3D rotational scan or a pre-procedural cardiac CT or MR scan, from which the cardiac structures (left atrium, right atrium, left ventricle, right ventricle, aorta, coronary sinus, and trachea) are segmented. Automatic segmentation is provided for the left atrium and trachea. User-aided segmentation is possible for other anatomic structures.

In addition to the overlay functionality onto live fluoroscopic images, the segmented 3D rotational scan, CT or MR anatomy from EP navigator can be seamlessly transferred to a compatible mapping system. This allows navigating catheters on images with real 3D anatomical detail without using X-ray.

Using the Endo View function, the endocardial surface can be visualized, providing a view of important anatomical structures such as, in the left atrium, the pulmonary veins and the ridge to the left atrial appendage. The Point Tagging function allows the placement of tag markers on the surface of the anatomy, to mark sites of interest such as ablation lesions. Using the snapshot functionality, a screen image of the live screen can be made, perfectly suitable for reporting or teaching purposes.

Clinical Education Program for EP Navigator

CV EP Navigator OnSite Education: Clinical Education Specialists will provide sixteen (16) hours of CV EP Navigator 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. Please refer to guidelines for more information. 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 equipment installation date (or purchase date if sold separately). Ref# 230-100615

3	**FCV0604	DoseAware Bundle	1	$19,169.15	$19,169.15	_____

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OPTIONS

SELECTION OF ANY OPTION WILL INCREASE THE CONTRACT PRICE BY THE AMOUNT SHOWN IN THE PRICE COLUMN. OPTIONAL EQUIPMENT PRICING VALID ONLY IF PURCHASED IN CONJUNCTION WITH EQUIPMENT QUOTED.

Line #	Part #	Description	Qty	Each	Price	Initial

DoseAware is a unique solution providing staff working in an X-Ray environment with direct, real time dose feedback, enabling them to optimize their behaviour and reduce exposure to scattered dose. The DoseAware bundle comprises:

- 1 BaseStation Package
- 10 PDMs
- DoseManager
- 2 PDM racks.

Base Station Package

The Base Station is the heart of the DoseAware system. It offers Online View, which displays real time dose rate and immediate dose data for any Personal Dose Meter (PDM) in range. The Walk-Up View enables easy access to personal dose history and PDM settings.
The Base Station has a touch screen interface and wireless communication with the PDM. The PDM dose information is stored within the Base Station and can be retrieved by the DoseAware Dose Manager software via a standard network interface to complete the DoseAware system with archiving and reporting functions.
The Base Station package includes also:

- a cradle and the DoseView software package that can be installed on a local PC (not included), which has Windows XP or Vista as operating system.
- Mounting material for the Base Station, facilitating mounting on a wall or on a Philips Monitor Ceiling Suspension or a Philips mobile C-arm system.

10 Personal Dose Meters
The Personal Dose Meter (PDM) is a small and easy to wear active X-ray dose meter intended to measure and store received X-ray dose of staff, present in an X-ray room during radiation. The PDM has build-in radio-frequency wireless communication (868.3 Mhz for Europe version, 915 Mhz for USA version) to connect to the DoseAware Base Station for real time dose-rate indication and has a long battery life for maintenance-free usage. In addition it can be personalized to increase interest and awareness. The PDM not only records warning level profiles every second for a total of 3600 sec (cyclic overwritten), but also stores accumulated dose data every hour for maximum 5 years. A clip and a lanyard holder are included to facilitate easy wearing.

The PDM can be configured via the cradle, DoseView, and Dose Manager Software.

Dose Manager Package

The Dose Manager is a software program that serves as archive and reporting facility for all dose data of the DoseAware system. It allows tracking of multiple PDM's at a location.

Core functionality is:

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OPTIONS

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Line #	Part #	Description	Qty	Each	Price	Initial

- Store and manage dose history for multiple PDM's
- Collect all dose history from connected Base Stations via the network
- Browse dose history of PDM's as graph or table
- Export dose data for personal analysis with other software tools, like Windows Excel
- Create and print reports of dose history

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 based on the date of invoice 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 Philips may make partial or early shipments and Customer will immediately pay such invoice based on the date of invoice for each product in accordance with the payment terms set forth in the quotation.
3.4 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.
3.5 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;
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 Customer will ensure that the Trade-In is clean and sanitized and that all potentially infected materials and biological fluids are removed prior to its de-installation and removal.
4.5 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.
4.6 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.
4.7 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 Delivery terms are stated in the applicable schedule attached to these Terms and Conditions of Sale.
7.2 Expect as otherwise stated in the applicable product schedule, title to any product (excluding software), and risk of loss or damage 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 (a) If a separate product warranty 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 unless the product is identified under 9.1 (b). (b) For Patient Monitoring, Cardiac Resuscitation and InnerCool products, the product warranty document can be found at: www.healthcare.philips.com/main/terms_conditions/, or can be provided upon request.

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 running in connection with the Licensed Software without prior 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.

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, employees, 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 Controls.** 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: Imaging Systems Portfolio (IS).

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.

2013-04-01 *Philips Std Terms and Conditions of Sale_Rev. J*

Schedule 1
Imaging Systems Portfolio (IS)

Interventional X-Ray (iXR), IntelliSpace Portal (ISP), Digital Radiography (DR), Mobile Radiography (MDR), Radiography and Fluoroscopy (RF), C-Arms (surg), Women's Healthcare (WHC) Mammography Products, Computed Tomography (CT), Magnetic Resonance (MR), Invivo, Positron Emission Tomography (PET/CT), Advanced Molecular Imaging (SPECT & SPECT/CT) and Radiation Oncology (PROS)

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 Imaging Systems Portfolio
(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 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 the IntelliSpace Breast Solution, including the MammoDiagnost VU.
5.1 **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 5.2 below are Customer's responsibility and are not part of Parts installation deliverables.
5.2 **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 5.1, and that the Philips deliverables substantially meet Philips' published specifications.
5.3 **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 McAfee 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.

5.4 **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.

5.5 **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	CAPE FEAR VALLEY MEDICAL CENTER
Address	1638 OWEN DR FAYETTEVILLE, NC 28304-3424

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	Bryan Starling
Title	
Telephone	(888) 564-8643
Fax	(678) 924-6003
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.

PHILIPS

Turnkey Contracting Proposal

Project Budget & Scope of Work

ALLURA FD10 CEILING PROJECT
ROOM 2A271

Submitted By:
Philips Healthcare North America Company, a division of Philips Electronics North America Corporation ("Philips")

For:
CAPE FEAR VALLEY MEDICAL CENTER
FAYETTEVILLE, NC

APRIL 4, 2014

Philips Healthcare
Turnkey Project
Project Budget and SOW for Allura FD10 Ceiling Equip in Room 2A271
Cape Fear Valley Medical Center – Fayetteville, NC
April 4, 2014, Expires 45 Days From This Date

PHILIPS

Turnkey Proposal

The purpose of this scope of work ("SOW") is to define the extent of the Turnkey engineering, procurement and contracting work required to complete the project described above. Anything not specifically included by mention in this description is excluded from the agreed upon SOW. In the event of a conflict between the work described in the SOW definition set forth below, and the supplemental documents attached to this Turnkey Contracting Proposal, the SOW shall govern. The SOW should be thoroughly reviewed by all involved parties to ensure that all areas of concern are addressed, as the items described therein shall govern execution of the project described herein ("Project"). Additional items not addressed in this proposal may be included in the Project, but are subject to negotiation.

This proposal references **site drawing number**: N-SOU140180
Room number: 2A271

DESIGN:

All architectural and engineering work necessary to complete the project described above, including:

- Any further preliminary/schematic design and design development work.
- Customer meetings.
- All required survey and testing work.
- Construction document production (drawings & specs).
- Copies of the construction documents as required by all parties and other miscellaneous printing costs including read-only CADD files.
- All review and approval work and fees as required by local, State and Federal agencies or other governmental authorities having jurisdiction over the work.
- Any redesign work required by review and approval authorities.
- Any pre-construction meetings.
- Shop drawing and submittal review.
- All necessary construction progress inspections, including punch-list and occupancy inspections.
- As-built drawings and specifications showing all changes made during construction.
- Travel costs and all other miscellaneous expenses.

CONSTRUCTION:

Division 01 – General Requirements

- Maintain a job site office area.
- Keep a current and up to date copy of the construction documents in the job site office, marked with red-lines for all changes that occur during the work.
- Provide all required shop drawings and submittals, and keep a copy of all approved shop drawings and submittals in the job site office. Turn over all approved files as well as all appropriate operation and maintenance manuals to the Owner upon completion of the project.
- Provide all necessary samples and test panels.
- Maintain a full time job superintendent.
- Conduct weekly job progress meetings which include job site safety discussions. On a weekly basis, provide (2) copies of the following to Philips designees of: Job status report and action plan; job progress and safety meeting report; an updated job schedule showing actual vs. plan; job site progress pictures with location key; any other pertinent correspondence.
- Provide all necessary temporary utility hook-ups.
- Provide all necessary permits and pay for all inspection fees.
- Pay all applicable taxes on the work.
- Provide Performance and Payment Bonds equal to the contract amount (subcontractor to Philips).
- Standard job site work hours are 7 am to 5 pm. Permission to work at the site during any periods other than standard work hours must be approved in advance, in writing.
- Noise restrictions at the job site are as follows: none
- HEPA filters and infection control procedures as required by the facility. Maintain negative pressure in the construction area as required by the facility.
- Provide for daily broom cleaning of the job site and debris removal and appropriate disposal. Use of walk off mats as required by the facility. The entire job site shall be thoroughly cleaned upon completion of the work, prior to turnover to the customer.
- The storage, staging and delivery of materials to the job site shall be as follows: Facility representative.
- Parking for construction workers is restricted to: Direction by facility representative.
- Compliance with the Owner's security regulations and dress codes is required.
- Use of the Owners' facilities is limited to: Direction by facility representative.
- Provide a construction dumpster for removal of debris.

Division 02 – Existing Conditions

- The installation of code compliant temporary partitions to secure areas, control dust, protect adjacent areas and equipment as required are included.
- The demolition and appropriate removal and disposal of all existing walls, floors, ceilings, finishes and utilities as required to accommodate the new work. All items that are intended to be salvaged by the owner will be so noted and removed by the owner prior to the start of the demolition work.
- This scope of work does not include the removal of any materials, including but not limited to asbestos, deemed hazardous by local authorities, the EPA, OSHA, or any other authority having jurisdiction over the work. If such materials are discovered at any time that the work is proceeding, the work will immediately cease, the owner will be notified, and the work will again proceed after the owner has removed all of the hazardous material from the job site.

Division 03 – Concrete

- Furnish labor and material to patch and repair existing holes and saw cut concrete for new table base plate (flush) in exam as required.

Division 04 – Masonry **NA**

Division 05 – Metals

- Furnish labor and material to install support backing in control wall for Philips connection box.
- Furnish labor and material to install Philips table base plate (flush) in floor of exam.
- Furnish labor and material to add 1-unistrut rail at Philips overhead in ceiling of exam.
- Furnish labor and material to install ceiling support for new medical boom and new medical light in exam room.

Division 06 – Wood, Plastics and Composites **NA**

- All cabinets and counters are to remain as is.

Division 07 – Thermal and Moisture Protection

- Furnish labor and material to fire-stop all related penetrations as required.

Division 08 – Openings

- All doors and windows are to remain as is.

Division 09 – Finishes

- All existing drywall and/or plaster construction disturbed by the work shall be patched, repaired or replaced as required with materials and construction type compatible with the existing construction.
- Furnish labor and material to remove, replace and reinstall existing ceiling tile as necessary at construction area of exam.
- Furnish labor and material to install new welded seam sheet vinyl floor covering with 4" flash cove in exam, control and equipment room.
- Furnish labor and material to patch and repair walls and prep for paint in exam, control and equipment room.
- Furnish labor and material to paint exam, control and equipment room. (paint door and window frames)

Division 10 – Specialties **NA**

- INTERIOR SIGNAGE: All existing interior signage will remain in existing condition and location without additions or modifications.
- ILLUMINATORS, FILM BINS, PASS BOXES, MISCELLANEOUS: All existing illuminators, film bins, pass boxes and miscellaneous items will remain in existing condition and location without additions or modifications.
- EXISTING WALL RAILS, WAINSCOTING AND CORNER GUARDS: All existing wall rails, wainscoting and corner guards are to remain in existing location and condition without additions or modifications.

Division 11 – Equipment **NA**

Division 12 – Furnishings **NA**

- The services of a professional interior designer are not included, nor are any furnishings, furniture, artwork, window treatments, miscellaneous accessories, etc.

Division 13 – Special Construction NA

Division 14 – Conveying Equipment NA

Division 21 – Fire Suppression NA

Division 22 – Plumbing

- EXISTING MEDICAL GAS SYSTEM: The existing medical gas system services and outlet locations are to remain in existing location and condition without additions or modifications.
- Provide labor and material to install medical gas (2-oxygen, 2-vacuum and 2-air) in med-boom and recertify that portion of the medical gas system modified by the work of this project.

Division 23 – Heating Ventilating and Air Conditioning

- Furnish labor and material to install 1-ton Mitsubishi wall unit in ceiling of equipment room for dedicated cooling.
- Furnish labor and material to install roof curb and pitch pocket for new condenser.

Division 26 – Electrical

- Furnish labor and material to rework x-ray in use warning light and 2-emergency stops, add 1-door switch and tie into the new system per the drawings as applicable.
- Furnish labor and material for selective electrical demolition.(including existing duct and conduit that can't be reused and any other electrical not to be reused, etc.;)
- Furnish labor and material to rework existing and/or install new electrical duct, electrical junction boxes and conduits as required per Philips drawings. (rework conduits to table)
- Furnish labor and material to rework line side feeder (150' max., ground wire only) to 125 amp breaker and can in equipment room and install new load side feeder in equipment room to Philips power cabinet.
- Furnish labor and material to install new line side feeder (150' max) to new 60 amp breaker and can for Philips supplied UPS and install new load side feeder to Philips equipment.
- Furnish labor and material to wire med-boom as required.
- Note: Reuse existing 125 amp breaker and can in equipment room. (150 amp. breaker at MDP is adequate)
- Furnish labor and material to install new 60 amp breaker and can in equipment room for UPS and install new 60 amp breaker at MDP.
- Furnish labor and material to wire Philips supplied power cabinet, Philips supplied UPS and new HVAC unit in equipment room.
- Note: Existing overhead lights to remain in exam.
- Furnish labor and material to install and wire 1- medical light in exam room.
- Provide isolated power panel certifications and ground impedance testing as required by DHSR.
- Provide final closeout documentation prior to room usage.

Division 27 – Communications NA

- TELEPHONE SYSTEMS: None. Telephone equipment, final connections and wiring of the communications system is the responsibility of the customer.

- COMPUTER NETWORK SYSTEMS: None. Networking equipment, final connections and wiring of the network system is the responsibility of the customer.
- EXISTING INTERCOM/PAGING/PUBLIC ADDRESS/NURSE CALL/CODE BLUE/MUSIC SYSTEMS: All existing intercom, paging, public address, nurse call, code blue, and music systems are to remain in their current condition and location without additions or modifications.

Division 28 – Electronic Safety and Security	**NA**
Division 31 – Earthwork	**NA**
Division 32 – Exterior Improvements	**NA**
Division 33 – Utilities	**NA**

EXCLUSIONS

- This scope of work does not include the removal of any materials, including but not limited to asbestos, deemed hazardous by local authorities, the EPA, OSHA, or any other authority having jurisdiction over the work. If such materials are discovered at any time that the work is proceeding, the work will immediately cease, the owner will be notified, and the work will again proceed after the owner has removed all of the hazardous material from the job site.
- Additional HVAC system components or capacity other than what is included in the description of work above.
- Repair or replacement of existing HVAC system components other than what is included in the description of work above.
- Conduit, wiring, connections and programming to the existing or future facility Building/Energy Management System is not included and is the responsibility of the customer.
- Physicist provided radiation shielding design or post renovation testing.
- Floor or ceiling mounted radiation shielding.
- Work in a bio-hazardous, radioactive, toxic or other high risk environment.
- Work involving emergency power other than what is included in the description of work above.
- New utility power services, other than what is included in the description of work above.
- Networking to other modalities, other than what is included in the description of work above.
- Work outside of normal working hours other than what is included in the description of work above.
- Removal/relocation of existing equipment is not included other than what is included in the description of work above.
- The services of a professional interior designer are not included, nor are any furnishings, furniture, artwork, window treatments, miscellaneous accessories, etc.
- Any work involving millwork including catheter cabinets, doors and windows, ceiling other than specified, sprinklers and fire protection, plumbing, HVAC other than specified, existing assumed to be adequate in exam and control based on similar heat loads, medical gas other than specified and overhead lighting other than specified.
- Any work involving HVAC air changes in exam room.
- Any work involving nitrous oxide exhaust fan.
- Any work involving electrical outlets in medical boom.
- Any construction due to State or Local code upgrades.
- Any upgrades to existing power conditions.
- Any work involving lead on walls, floor and ceiling.
- Any work involving major utilities underneath concrete slab such as electrical, plumbing, etc.

- Any work involving moving any major utilities such as water, steam, chilled water, medical gas, HVAC duct, etc.
- Any work involving telephones, computer data, intercom, music, code blue, Alarms other than specified, or security systems, etc.
- Emergency power other than specified, generator, Automatic transfer switch, and/or UPS system.
- State plan review fees and/or room licensing fees.
- Any other work or service other than those specified in the Scope of Work.

Qualifications

- A clear, unrestricted access route to the construction area must be provided.
- All work will be performed during normal working hours.
- Existing domestic HVAC is assumed to be adequate based on similar heat loads.(other than specified)
- This proposal assumes that adequate isolated power is available from the existing panels for the surgical light and medical boom.
- This proposal assumes that the existing floor is of adequate structural design to support the proposed new equipment.
- No work in this contract related to normal or emergency isolated power other than specified.

Philips Healthcare
Turnkey Project
Project Budget and SOW for Allura FD10 Ceiling Equip in Room 2A271
Cape Fear Valley Medical Center – Fayetteville, NC
April 4, 2014, Expires 45 Days From This Date

PHILIPS

Total Cost for this project is **$ One Hundred Nineteen Thousand One Hundred and Seventy Dollars ($119,170.00).**

The divisional breakdown in this Schedule of Values is a generalized statement of the Cost for the understood Scope of Work.

Division 01	General Requirements	$12,924
Division 01	Architectural & engineering work	$14,683
Division 01	Subcontractor bonds	$2,565
Division 02	Existing Conditions/Site Work	$3,922
Division 03	Concrete	$785
Division 04	Masonry	$0
Division 05	Metals	$7,059
Division 06	Woods, Plastics, Composites	$0
Division 07	Thermal & Moisture Protection	$392
Division 08	Openings	$0
Division 09	Finishes	$22,188
Division 10	Specialties	$0
Division 11	Equipment	$0
Division 12	Furnishings	$0
Division 13	Special Construction	$0
Division 14	Conveying Systems	$0
Division 21	Fire Suppression	$0
Division 22	Plumbing	$8,494
Division 23	HVAC	$16,471
Division 26	Electrical	$29,687
Division 27	Communications	$0
Division 28	Electronic Safety and Security	$0
Division 31	Earthwork	$0
Division 32	Exterior Improvements	$0
Division 33	Utilities	$0
	TOTAL PROJECT COST	**$119,170** *

NOTE: THE QUOTED PRICE IS GOOD FOR 45 DAYS FROM THE PROPOSAL DATE

* Also included in equipment Quote

IN WITNESS WHEREOF, the parties have duly executed this Turnkey Construction Proposal.

CAPE FEAR VALLEY MEDICAL CENTER

By: _____

Name: _____

Title: _____

Date: _____

QUOTATION SUMMARY

GE Healthcare - OEC : 384 Wright Brothers Drive Salt Lake City, UT 84116
Payment remit to address: GE Healthcare OEC 2984 Collections Center Drive Chicago, IL 60693

To:
MICHELLE KEASLING
CARDIAC SERVICE LINE DIRECTOR
CAPE FEAR VALLEY MEDICAL CENTER
1638 OWEN DR
FAYETTEVILLE, NC, 28304
Customer Number: 296165

Quote Expiration Date: 14-JUL-14
Direct Inquiries To: CATHERINE LOGAN
MID-ATLANTIC MEDICAL EQUIPMENT
320 N. Judd Parkway
Fuquay Varina, NC 27526
Phone: (919) 861-5180
Fax: (888) 263-7630

Part Number	*Qty*	*Description*	*List Price*	*Net Price*
		OEC 9800 Plus Gold Seal System - Subject to Availability		
		Premier (Contract # PP-IM-181)		
RFB98CARDMDSC	**1**	**REFURB SYSTEM, SC, CARDIAC, MOTORIZED, 9800 PLUS**	**$ 250,000.00**	**$ 145,000.00**
5475659	**1**	**OEC 9800 Plus NewView LCD Monitor Upgrade Kit**	**$ 17,800.00**	**$ 10,000.00**
		Total Investment	**$ 267,800.00**	**$ 155,000.00**

QUOTATION

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5475659	**1**	**OEC 9800 Plus NewView LCD Monitor Upgrade Kit**	**$ 17,800.00**	**$ 10,000.00**
		High resolution dual 19" (48cm) anti-glare black and white LCD monitors for the 9800 Plus C-arm with touch screen control for simplified operation. - 1280 x 1024 resolution - 800 CD/M² maximum brightness - Horizontal and vertical viewing angle 170° - 7° tilt upward/10° tilt downwards		
		Total Investment	**$ 267,800.00**	**$ 155,000.00**

COMPANY GLN: Purchase Order: 100007385-0-1 ORIGINAL

CUMBERLAND CO HOSPITAL SYSTEM Page: 1
Date: 06/24/14

SHIP TERMS: FOB DESTINATION PREPAY & ADD FREIGHT: FOB DEST PP&A
SHIP VIA:

VENDOR: 12394

GE HEALTHCARE
P.O. BOX 640200
PITTSBURGH PA 15264-0200

SHIP TO:
CAPE FEAR VALLEY MEDICAL CTR
ATTN: RECEIVING DEPARTMENT
1638 OWEN DRIVE
FAYETTEVILLE NC 28304

CONTACT: CUSTOMER SERVICE
PHONE: (800)394-6926
FAX: (800)421-6841

CONTACT: GEORGE DAVIS JR
PHONE: (910)615-6868
FAX: (910)615-9712
BUYER GLN:

TERMS	DISCOUNT DAYS	RATE	NET	ACCOUNT NUMBER
Terms	30	2.000	31	CF #110595 HR #112962

Deliver on June 24, 2014 unless specified by line
Purchase Order Currency: USD DOLLARS

Invoice by mail
Process Level: 1000
EP LAB REPLACEMENT
CER
ACTIVITY
MICHELLE KEASLING
QUOTE 294934

LINE	ITEM NUMBER / DESCRIPTION	QUANTITY / PRICE	EXTENDED AMOUNT
1	9800 REFURBISHED C-ARM	1.00 EA	145,000.00
	9800 REFURBISHED C-ARM	145,000.0000	
	Item Detail: 9800 REFURBISHED C-ARM		
2	5475659	1.00 EA	10,000.00
	NEW VIEW LCD MONITOR UPGRADE	10,000.0000	
	Item Detail: 5475659		

Purchase Order Summary

Goods Total:	155,000.00
Order Total:	155,000.00

Customer Name & Address: CAPE FEAR VALLEY MEDICAL CENTER, 1638 OWEN DR , FAYETTEVILLE, NC, 28304, US

This Agreement (as defined below) is by and between CAPE FEAR VALLEY MEDICAL CENTER ("Customer") and OEC Medical Systems, Inc., a GE Healthcare business (" OEC"), each as identified herein. OEC agrees to provide and Customer agrees to pay for the Products and/or Services listed in this OEC Quotation ("Quotation"). " Agreement" is defined as this Quotation and the terms and conditions set forth in either (i) the Governing Agreement identified below or (ii) if no Governing Agreement is identified, the following documents:

1. This OEC Quotation (together with any applicable schedules referred to herein) that identifies the Product and/or Service offerings purchased or licensed by Customer;
2. The following documents, as applicable, if attached to or referenced in this Quotation: (i) GE Healthcare Warranty(ies); (ii) GE Healthcare Product Terms and Conditions; (iii) GE Healthcare Service Terms and Conditions and service support deliverables and/or schedules; and (iv) GE Healthcare General Terms and Conditions.
3. S-Distortion Guarantee: During the course of the warranty period, if S-distortion is confirmed on a 9900 or 9800 System; GE OEC will provide, at no additional cost to the customer, a compensation coil designed to minimize the impact of S-distortion.
4. OEC 100% Uptime Guarantee: During the course of the warranty period, if your equipment fails to perform for a period in excess of 24 hours (excluding inoperability due to user misuse, operator error, acts of God, planned maintenance, or other non-manufacturer defects), then GE OEC will extend the warranty by one month for each full day of downtime during the weekday period. Your equipment is deemed to have failed if it is out of service and unavailable for imaging patients or diagnosing images on the display console. Peripheral equipment does not fall under the 100% Uptime Guarantee.

In the event of conflict among the foregoing items, the order of precedence is as listed above.

This Quotation is subject to withdrawal by GE Healthcare at any time before acceptance. Customer accepts by signing and returning this Quotation or by otherwise providing evidence of acceptance satisfactory to GE Healthcare. Upon acceptance, this Quotation and the related terms and conditions listed above (or the Governing Agreement, if any) shall constitute the complete and final agreement of the parties relating to the Products and/or Services identified in this Quotation. The parties agree that they have not relied on any oral or written terms, conditions, representations or warranties outside those expressly stated or incorporated by reference in this Agreement in making their decisions to enter into this Agreement. No agreement or understanding, oral or written, in any way purporting to modify this Agreement, whether contained in Customer's purchase order or shipping release forms, or elsewhere, shall be binding unless hereafter agreed to in writing by authorized representatives of both parties. Each party objects to any terms inconsistent with this Agreement proposed by either party unless agreed to in writing by authorized representatives of both parties, and neither the subsequent lack of objection to any such terms, nor the delivery of the Products or Services, shall constitute an agreement by either party to any such terms.

By signing below, each party certifies that is has not made any handwritten modifications to this Quotation or the attached terms and conditions. Manual changes or write-ups on this Quotation (except for indication of the form of payment, Customer Purchase Order number, and signatures on the signature blocks below) will be void.

***Terms of Delivery:**	FOB Destination - OEC pays freight
***Billing Terms:**	0/80/20 DUE UPON ACCEPTANCE
***Payment Terms:**	NET 30
***Quotation Expiration Date:**	14-JUL-14
***Governing Agreement (GPO or SAA):**	Premier (Contract # PP-IM-181)

***Preferred Delivery Date:** ___/___/___
***Will Accept Delivery as Early as:** ___/___/___ or [ ]ASAP

***Indicate Form of Payment** (If there is potential to finance with a GE HFS lease transaction, select GE HFS lease)
_____ Cash/Non HFS Loan* ____GE HFS Lease _____ GE HFS Loan _____ Other Lease*

*Selecting "Cash" or not identifying GE HFS as the finance company declines option for GE HFS financing.

Each party has caused this Agreement to be signed by its authorized representative on the date set forth below:

CUSTOMER

_____
Authorized Customer Representative Date

_____
Print Name and Title

_____
PO #

GE OEC MEDICAL SYSTEMS, INC.

Chad W. Kendell

_____
Date

Chad W. Kendell, VP, Surgery Sales
Print Name and Title

GE Healthcare General Terms and Conditions

GE Healthcare

References herein to "Products" and "Services" mean the Products (including equipment and software) and Services identified on the applicable GE Healthcare Quotation ("Quotation").

1. General Terms

1.1. Confidentiality. Each party will treat the terms of this Agreement and the other party's written, proprietary business information as confidential if marked as confidential or proprietary. Customer will treat GE Healthcare (and GE Healthcare's third party vendors') software and technical information as confidential information whether or not marked as confidential and shall not use or disclose to any third parties any such confidential information except as specifically permitted in this Agreement or as required by law (with reasonable prior notice to GE Healthcare). The receiving party shall have no obligations with respect to any information which (i) is or becomes within the public domain through no act of the receiving party in breach of this Agreement, (ii) was in the possession of the receiving party prior to its disclosure or transfer and the receiving party can so prove, (iii) is independently developed by the receiving party and the receiving party can so prove, or (iv) is received from another source without any restriction on use or disclosure.

1.2. Governing Law. The law of the state where the Product is installed or the Service is provided will govern this Agreement.

1.3. Force Majeure. Neither party is liable for delays or failures in performance (other than payment obligations) under this Agreement due to a cause beyond its reasonable control. In the event of such delay, the time for performance shall be extended as reasonably necessary to enable performance.

1.4. Assignment; Use of Subcontractors. Neither party may assign any of its rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, that either party may transfer and assign this Agreement without the other party's consent to any person or entity (except to a GE Healthcare competitor) that is an affiliate of such party or that acquires substantially all of the stock or assets of such party's applicable business if any such assignees agree, in writing, to be bound by the terms of this Agreement. Subject to such limitation, this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. GE Healthcare may hire subcontractors to perform work under this Agreement, provided that GE Healthcare will at all times remain responsible for the performance of its obligations and duties under this Agreement.

1.5. Amendment; Waiver; Survival. This Agreement may be amended only in writing signed by both parties. Any failure to enforce any provision of this Agreement is not a waiver of that provision or of either party's right to later enforce each and every provision. The terms of this Agreement that by their nature are intended to survive its expiration (such as the confidentiality provisions included herein) will continue in full force and effect after its expiration.

1.6. Termination. If either party materially breaches this Agreement and the other party seeks to terminate this Agreement for such breach, such other party shall notify the breaching party in writing, setting out the breach, and the breaching party will have sixty (60) days following receipt of such notice to remedy the breach. If the breaching party fails to remedy the breach during that period, the other party may, subject to the terms of Section 1.4.5 of the GE Healthcare Product Terms and Conditions, terminate this Agreement by written notice to the breaching party. For the avoidance of doubt, this Agreement is not terminable for convenience and may only be terminated in accordance with this Agreement. If GE Healthcare determines in good faith at any time that there are legal or regulatory compliance and/or material credit issues with this Agreement, if any, GE Healthcare may terminate this Agreement (including warranty services hereunder) immediately upon written notice to Customer.

2. Compliance

2.1. Generally. This Agreement is subject to (i) GE Healthcare's on-going credit review and approval and (ii) GE Healthcare's on-going determination that Customer and this Agreement comply with all applicable laws and regulations, including those relating to workplace safety, FDA matters, Federal Healthcare Program Anti-kickback compliance, export/import control and money laundering prevention. CUSTOMER ACKNOWLEDGES THAT THE PRODUCTS ARE OR MAY BE SUBJECT TO REGULATION BY THE FDA AND OTHER FEDERAL OR STATE AGENCIES. CUSTOMER SHALL NOT USE OR PERMIT THE PRODUCTS TO BE USED IN ANY MANNER THAT DOES NOT COMPLY WITH APPLICABLE FDA OR OTHER REGULATIONS OR FOR ANY NON-MEDICAL, ENTERTAINMENT, OR AMUSEMENT PURPOSES. Further, Customer represents that it is purchasing the Products for its own use consistent with the terms of this Agreement and that it does not intend to re-sell the Products to any other party or to export the Products outside the country to which GE Healthcare delivers the Products.

2.2. Cost Reporting. Customer represents and warrants that it shall comply with (a) the applicable requirements of the Discount Statutory Exception, 42 U.S.C. 1320a-7b(b)(3)(A), and the Discount Safe Harbor, 42 C.F.R. § 1001.952(h), with respect to any discounts Customer may receive under this Agreement and (b) the Warranties Safe Harbor, 42 C.F.R. § 1001.952(g), with respect to any price reductions of an item (including a free item) which were obtained as part of a warranty under this Agreement. Customer agrees that, if Customer is required to report its costs on a cost report, then (i) the discount must be based on purchases of the same good bought within a fiscal year; (ii) Customer must claim the benefit in the fiscal year in which the discount is earned or in the following year; (iii) Customer must fully and accurately report the discount in the applicable cost report; and (iv) Customer must provide, upon request, certain information required to be provided to the Customer by GE Healthcare as a seller or offeror, as appropriate. If Customer is an individual or entity in whose name a claim or request for payment is submitted for the discounted items, the discount must be made at the time of the sale of the good; and the Customer must provide, upon request, certain information required to be provided to the Customer by GE Healthcare as a seller or offeror, as appropriate. GE Healthcare agrees to comply with the applicable requirements for sellers or offerors under the Discount Safe Harbor, as appropriate.

2.3. Site Access Control and Network Security. Customer shall be solely responsible for establishing and maintaining security, virus protection, backup and disaster recovery plans for any data, images, software or equipment. GE Healthcare's Services do not include recovery of lost data or images. Customer shall comply with all applicable laws and regulations related to site access control.

2.4. Environmental Health and Safety. Customer shall provide and maintain a suitable, safe and hazard-free location and environment for the GE Healthcare Products and Services in material compliance with any written requirements provided by GE Healthcare, perform GE Healthcare recommended routine maintenance and operator adjustments, and ensure that any non-GE Healthcare provided Service is performed by, and GE Healthcare Products are used by, qualified personnel in accordance with applicable user documentation. GE Healthcare shall have no obligation to perform Services until Customer has complied with its obligations under this Section.

2.5. GE Healthcare-Supplied Parts. GE Healthcare can make no assurances that Product performance will not be affected by the use of non-GE Healthcare-supplied parts. In some instances, use of non-GE Healthcare-supplied parts may affect Product performance or functionality.

2.6. Training. Any Product training identified in the Quotation shall be in accordance with GE Healthcare's then-current training program offerings and terms. Unless otherwise stated in the catalog description, training must be completed within twelve (12) months after (i) the date of Product delivery for training purchased with Products and (ii) the start date for Services for training purchased with Services. If training is not completed within the applicable time period, GE Healthcare's obligation to provide the training will expire without refund.

2.7. Medical Diagnosis and Treatment. All clinical and medical treatment and diagnostic decisions are the responsibility of Customer and its professional healthcare providers.

3. Disputes; Liability; and Indemnity

3.1. Waiver of Jury Trial. EACH PARTY EXPRESSLY WAIVES ALL RIGHTS TO A JURY TRIAL IN CONNECTION WITH ANY DISPUTE ARISING UNDER THIS AGREEMENT.

3.2. Limitation of Liability. GE HEALTHCARE'S (AND ITS REPRESENTATIVES') LIABILITY UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, SHALL NOT EXCEED: (A) FOR PRODUCTS OR SERVICES OTHER THAN SERVICES UNDER AN ANNUAL SERVICE CONTRACT, THE PRICE FOR THE PRODUCT OR SERVICE THAT IS THE BASIS FOR THE CLAIM; OR (B) FOR ANNUAL SERVICE CONTRACTS, THE ANNUAL CONTRACT PRICE FOR THE SERVICE THAT IS THE BASIS FOR THE CLAIM. NEITHER CUSTOMER NOR GE HEALTHCARE (NOR THEIR RESPECTIVE REPRESENTATIVES) SHALL BE LIABLE TO THE OTHER PARTY UNDER THIS AGREEMENT (OR OTHERWISE IN CONNECTION WITH THE PRODUCTS AND SERVICES) FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR LOSS OF PROFITS, REVENUE, TIME, OPPORTUNITY OR DATA, WHETHER IN AN ACTION IN CONTRACT, TORT, PRODUCT LIABILITY, STATUTE, EQUITY OR OTHERWISE. THE LIMITATION OF LIABILITY AND EXCLUSION OF DAMAGES SHALL APPLY EVEN IF THE LIMITED REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.

3.3. IP Indemnification. GE Healthcare will defend, indemnify and hold harmless Customer from any third party claims for infringement of intellectual property rights arising from Customer's use of GE Healthcare manufactured equipment and/or GE Healthcare proprietary software listed in the Quotation in accordance with their specifications and within the license scope granted in this Agreement. If any such claim materially interferes with Customer's use of such equipment and/or software, GE Healthcare shall, at its option: (i) substitute functionally equivalent non-infringing products; (ii) modify the infringing Product so that it no longer infringes but remains functionally equivalent; (iii) obtain for Customer at GE Healthcare's expense the right to continue to use the infringing Product; or (iv) if the foregoing are not commercially reasonable, refund to Customer the purchase price, as depreciated (based on five (5) year straight-line depreciation), for the infringing Product. Any such claims arising from Customer 's use of such infringing Product after GE Healthcare has notified Customer to discontinue use of such infringing Product and offered one of the remedies set forth in clauses (i) through (iv) above are the sole responsibility of Customer. This Section represents Customer's sole and exclusive remedy (and GE Healthcare's sole and exclusive liability) regarding any infringement claim associated with such infringing Product. The above indemnification obligation is conditional upon Customer providing GE Healthcare prompt written notice of the infringement claim after receiving notice of such claim, allowing GE Healthcare to control the defense of such claim, and reasonably cooperating with GE Healthcare in such defense. Notwithstanding any other provision in this Agreement, GE Healthcare shall not have any obligation to Customer hereunder for infringement claims based on or resulting from: (a) use of such infringing Product in combination with any computer software, tools, hardware, equipment, materials, or services, not furnished or authorized in writing for use by GE Healthcare; (b) use of such infringing Product in a manner or environment or for any purpose for which GE Healthcare did not design or license it, or in violation of GE Healthcare's use instructions; or (c) any modification of such infringing Product by Customer or any third party. GE Healthcare shall not be responsible for any compromise or settlement or claim made by Customer without GE Healthcare's written consent. This indemnification obligation is expressly limited to the GE Healthcare manufactured equipment and/or GE Healthcare proprietary software listed in the Quotation.

4. Payment and Finance

4.1. Generally. The payment and billing terms for the Product(s) and/or Service(s) are stated in the Quotation.

4.2. Affiliate Billing. If Customer's order includes Products manufactured by more than one GE Healthcare affiliated company, each affiliated company may invoice Customer separately for the portion of the total price under the Quotation attributable to its Products, under the same payment terms specified in the Quotation. There shall be no additional fees or charges to Customer for such separate invoicing

4.3. Late Payment. Failure to make timely payment is a material breach of this Agreement, for which (in addition to other available remedies) GE Healthcare may suspend performance under any or all GE Healthcare agreements until all past due amounts are brought current. If GE Healthcare so suspends, GE Healthcare will not be responsible for the completion of planned maintenance due to be performed during the suspension period and any product downtime will not be included in the calculation of any uptime commitment. Interest shall accrue on past-due amounts at a rate equal to the lesser of one-and-one-half percent (1.5%) per month or the maximum rate permitted by applicable law. Customer will reimburse GE Healthcare for reasonable costs (including attorneys' fees) relating to collection of past due amounts. Any credits that may be due to Customer under an agreement may be applied first to any outstanding balance. If Customer has a good faith dispute regarding payment for a particular Product (or subsystem thereof) or Service, such dispute shall not entitle Customer to withhold payment for any other Product (or subsystem thereof) or Service provided by GE Healthcare. GE Healthcare may revoke credit extended to Customer because of Customer's failure to pay for any Products or Services when due, and in such event all subsequent shipments and Services shall be paid for on receipt

4.4. Taxes. Prices do not include sales, use, gross receipts, excise, valued-added, services, or any similar transaction or consumption taxes ("Taxes"). Customer shall be responsible for the payment of any such Taxes to GE Healthcare unless it otherwise timely provides GE Healthcare with a valid exemption certificate or direct pay permit. In the event GE Healthcare is assessed Taxes, interest or penalty by any taxing authority, Customer shall reimburse GE Healthcare for any such Taxes, including any interest or penalty assessed thereon. Each party is responsible for any personal property or real estate taxes on property that the party owns or leases, for franchise and privilege taxes on its business, and for taxes based on its net income or gross receipts

GE Healthcare Product Terms and Conditions

GE Healthcare

References herein to "Products" and "Services" mean the Products (including equipment and software) and Services identified on the applicable GE Healthcare Quotation ("Quotation"). References herein to "Healthcare IT Products" are (i) those software products identified in the Quotation as a "Centricity" product, any third party software licensed for use in connection with the Centricity software, all hardware used to operate the Centricity or the third party software, and services provided with respect to the implementation, installation or support and maintenance of the Centricity or the third party software, and/or (ii) any software, product or service that is included in a Quotation which Quotation is designated as an "Healthcare IT Quotation".

1 Commercial Logistics

1.1 Order Cancellation and Modification.

1.1.1 Cancellation and Payments. Except for Healthcare IT Products, if Customer cancels an order without GE Healthcare's prior written consent, Customer will pay a cancellation charge of fifteen percent (15%) of the price of the Products ordered. GE Healthcare will retain as a credit any payments received up to the amount of the cancellation charge. If Customer cancels an order for Products for which GE Healthcare has provided site evaluation services, Customer will also pay GE Healthcare reasonable charges for such services performed prior to cancellation. If applicable for the order, Customer will pay all progress payments (other than the final payment) prior to final Product calibration, and GE Healthcare may, at its option, delay final calibration until required progress payments are received. If Customer fails to schedule a delivery date with GE Healthcare within six (6) months after order entry, GE Healthcare may cancel Customer's order upon written notice to Customer.

1.1.2 Order Modifications. No modifications may be made to an order without GE Healthcare's prior written consent. The Product configuration listed in the Quotation is based upon information furnished to GE Healthcare by Customer, and Customer is responsible to provide and pay for modifications, if any, to the configuration due to inaccuracies or incompleteness of the information furnished to GE Healthcare by Customer, changes in Customer's needs or requirements, or for other reasons attributable to Customer.

1.2 Site Preparation. If applicable, Customer will be responsible, at its sole expense, for evaluating and preparing the site where the Products will be installed in accordance with GE Healthcare's site preparation requirements and applicable laws. Customer must provide GE Healthcare with prompt written notice if Customer is unable to prepare the site before the mutually agreed installation date. Upon receipt of such notice, GE Healthcare will reschedule the installation to a mutually agreed date. Customer shall be liable for any costs or expenses GE Healthcare or its representatives incur resulting from Customer's failure to provide GE Healthcare with timely notice of Customer's failure to properly prepare the site. GE Healthcare may, in its discretion, delay delivery or installation if GE Healthcare determines that the site has not been properly prepared or there are any other impediments to installation; provided that GE Healthcare gives Customer written notice of such delay stating the reasons therefor. If GE Healthcare provides site evaluation services, such services are intended only to assist Customer in fulfilling Customer's responsibility to ensure that the site complies with GE Healthcare's applicable site preparation requirements.

1.3 Transportation, Title and Risk of Loss; Delivery; Returns

1.3.1 Transportation, Title and Risk of Loss. Unless otherwise indicated in the Quotation, shipping terms are FOB Destination. Title and risk of loss to equipment passes to Customer upon delivery to Customer's designated delivery location. Software is licensed to Customer; no title to or other ownership interest in such software passes to Customer.

1.3.2 Delivery. When feasible, GE Healthcare reserves the right to make delivery in installments. All such installments shall be separately invoiced and paid for when due, without regard to subsequent deliveries. At the time of such delivery, Customer will pay GE Healthcare for any amounts due upon delivery. Delivery dates are approximate. For GE Healthcare software or documentation, delivery means the first to occur of: (i) communication to Customer through electronic means, that allows Customer to take possession of the first copy or product master, or (ii) delivery to Customer's designated delivery location.

1.3.3 Product Returns. Customer shall not have any right to return Products for a refund after delivery except for products shipped in error that are different from the Products listed in the Quotation.

1.4 Installation and Certification. GE Healthcare will provide product assembly, installation and calibration, as required, at no additional charge, except for items excluded herein. GE Healthcare installation Services provided under the Quotation will be performed in accordance with applicable GE Healthcare installation guides and/or project plans. Customer will review the applicable GE Healthcare installation guides, and/or project plans, and perform Customer's obligations as set forth in those materials. Upon completion of assembly, installation and calibration, and prior to turnover of the Products to Customer for clinical use, as applicable, GE Healthcare will perform prescribed tests using its own performance specifications, instruments and procedures to verify that the Products meet GE Healthcare's applicable performance specifications.

1.4.1 Customer-Supplied Items.

- Customer will install necessary system cable and assemble any necessary equipment or hardware not provided by GE Healthcare, unless agreed otherwise in writing by the parties.

- For Products that will be operated on or in connection with Customer supplied hardware or software, Customer is responsible for ensuring that such hardware and software conform to GE Healthcare's minimum hardware and software requirements as made available to Customer.
- Unless GE Healthcare has agreed in writing to maintain responsibility for an applicable service, Customer will be responsible for enabling the connectivity and interoperability between Customer-supplied hardware or software or other systems or devices and the Product, including, without limitation, procuring and installing any modifications, interfaces or upgrades consistent with GE Healthcare's written specifications.
- Unless otherwise agreed in writing by GE Healthcare, Customer is solely responsible for the performance of and payment for any applicable rigging and/or facility costs. GE Healthcare will not install accessory items unless otherwise agreed in writing by GE Healthcare.
- If applicable for the Product, electrical wiring and outlets, computer network infrastructure, conduit, cabinetry modification, wall mounts, ventilation and any other site preparation are not included in the purchase price and are the responsibility of Customer, unless otherwise agreed in writing by GE Healthcare.

1.4.2 Network. Unless Customer has elected to purchase network preparation and certification Services from GE Healthcare as set forth in the Quotation, Customer is solely responsible for ensuring that Customer's network is adequate for the proper operation and performance of the Products and otherwise meets GE Healthcare's written network configuration requirements.

1.4.3 License, Permits, and Approvals. Customer shall obtain and maintain all licenses, permits and other approvals necessary for installation, use, and disposal/recycling of the Products provided under this Agreement, including, but not limited to, any government licenses required to use radioactive sources for Products that require the use of such sources. GE Healthcare will ship such sources to Customer only after Customer provides GE Healthcare with satisfactory evidence that Customer has obtained all required licenses for such sources In addition, Customer will provide all radioactive sources for calibration and performance checks of Products that require the use of such sources. GE Healthcare will file any required Federal and State reports relating to its installation activities. GE Healthcare will not install, test, certify or provide its own software license or warranty for Products that are not listed in its on-line catalog or price pages at the time of sale (such Products are normally identified by NL or NW series numbers), unless otherwise agreed in writing by GE Healthcare.

1.4.4 Non-GE Healthcare Labor. If local labor conditions make it impractical to, or GE Healthcare is directed not to, use GE Healthcare's employees or pre-qualified contractors for the installation, all work will be performed by Customer's laborers or outside labor at Customer's expense; provided that GE Healthcare will, at Customer's request, furnish guidance for installation. GE Healthcare is not responsible for the quality or adequacy of any work performed by any party other than GE Healthcare or its pre-qualified contractors.

1.4.5 Non-GE Healthcare Installation. For Products that GE Healthcare is obligated to install under the terms of this Agreement, if GE Healthcare delivers the Product but fails to perform its installation obligations, then in such event Customer shall nevertheless be obligated to pay GE Healthcare an amount equal to (a) the Product purchase price set forth in the Quotation, if the Product purchase price and the installation Services price are shown as separate line items in the Quotation, or (b) if the Product purchase price and installation Services price are not shown as separate line items in the Quotation, then the Product purchase price less the fair market value of the applicable installation Services, taking into account the type of Product and level of installation required ("Installation Service FMV"). An independent third party shall determine the Installation Service FMV. Notwithstanding any other provision of this Agreement to the contrary, either the discharge of Customer's obligation to pay for installation Services shown as a separate line item(s) in the Quotation or the deduction of the Installation Service FMV, as applicable, shall be Customer's sole and exclusive remedy (and GE Healthcare's sole and exclusive liability) in the event GE Healthcare fails to perform its installation obligations under this Agreement.

1.5 Acceptance. Unless expressly provided otherwise in this Agreement, Customer shall be deemed to have accepted a Product delivered by GE Healthcare under this Agreement on the earlier of: (i) if GE Healthcare installs the Product, five (5) days after GE Healthcare notifies Customer that it has completed assembly and the Product is operating substantially in accordance with GE Healthcare's published performance specifications; (ii) if GE Healthcare does not install the Product, five (5) days after delivery of the Product to Customer; or (iii) the date Customer first uses the Product for patient use.

1.6 Warranties. Product warranties (if applicable) are set forth in the GE Healthcare warranty forms delivered with the Quotation. GE Healthcare may use refurbished parts in new Products as long as it uses the same quality control procedures and warranties as for new Products. Any part for which GE Healthcare has supplied a replacement shall become GE Healthcare property.

1.7 Data Access. If applicable, Customer shall permit GE Healthcare to connect to the Products, or to otherwise access Product performance data through a Customer-furnished telephone line or Broadband connection. The data collected by GE Healthcare will be used, during and after the term of this Agreement, in accordance with all applicable laws and regulations and in a manner that will maintain confidentiality.

2 Software License

2.1 License Grant. GE Healthcare grants to Customer a non-exclusive, non-transferable license to use for Customer's internal business purposes the GE Healthcare software, third-party software and Documentation at the location (or, for mobile systems, in the specific vehicle) identified in the Quotation, subject to the license scope and other restrictions set forth in this Agreement. "Documentation" means the GE Healthcare user manuals, on-line help functions, technical specifications and user instructions regarding the operation, installation and use of the software as made available by GE Healthcare to Customer. Customer may only use third-party software provided by GE Healthcare together with the GE Healthcare software and will comply with all third-party software license terms included in any click or shrink wrap license or of which GE Healthcare otherwise makes Customer aware. To the extent permitted by applicable law, licensors of third-party software shall be third-party beneficiaries of this Agreement with respect to third-party software sublicensed under this Agreement. Customer may permit its employees, agents, independent contractors and healthcare providers with privileges at Customer's facilities to use the software and Documentation; provided, however, that Customer shall be responsible for any acts of such third parties that are inconsistent with this Agreement. Notwithstanding the foregoing, independent contractors that supply products comparable to the software shall be provided access to the software only with GE Healthcare's prior written consent and subject to any conditions GE Healthcare deems appropriate to protect its confidential and proprietary information.

2.2 Additional License Terms. Without GE Healthcare's prior written consent, Customer may not: (i) copy, sublicense, distribute, rent, lease, loan,

resell, modify or translate the software or create derivative works based thereon, except that to the extent applicable, the software may be configured as specifically permitted in the Documentation; (ii) directly or indirectly decompile, disassemble, reverse engineer or otherwise attempt to learn the source code, structure, algorithms or ideas underlying the software; (iii) provide service bureau, time share or subscription services based on the software; (iv) remove, obscure or modify any markings, labels or any notice of the proprietary rights, including copyright, patent and trademark notices of GE Healthcare or its licensors; (v) electronically transfer the software outside Customer's intranet or network dedicated for the software, unless otherwise authorized in writing by GE Healthcare; or (vi) publicly release the results of any testing or benchmarking of the software without the prior written consent of GE Healthcare. Customer may transfer authorized copies of the software, and Documentation to a party that purchases or otherwise acquires the equipment and accepts any applicable license terms, except for software and Documentation that are (a) not a part of the base system standard operating software or Documentation for the equipment and (b) generally provided by GE Healthcare to its customers for a separate fee or charge. Advanced service software is subject to a separate fee and eligibility criteria and licensed under a separate agreement with GE Healthcare.

2.3 Backups. Customer may make a reasonable number of copies of the software in machine-readable form solely for backup, training, testing or archival purposes, so long as applicable license fees are paid. Customer shall reproduce on any such copy the copyright notice and any other proprietary legends that were on the original copy. GE Healthcare and its licensors, as applicable, retain all ownership and intellectual property rights to the software and Documentation. If Customer acquires any rights to the software or Documentation, Customer hereby assigns all of those rights to GE Healthcare or its licensors, as applicable. No license rights are granted (whether by implied license or otherwise), to Customer, except as specifically provided in this Section.

2.4 Remedies. Customer agrees that a violation of GE Healthcare's license, confidentiality or intellectual property rights will cause irreparable harm to GE Healthcare for which the award of money damages alone are inadequate. In the event of any breach of this provision, GE Healthcare shall be entitled to seek injunctive relief in addition to immediately terminating the license granted herein and requiring that Customer cease use of the software and return all copies of stand-alone software in any media in addition to seeking any other legal or equitable remedies available to GE Healthcare. This paragraph shall survive the termination of this Agreement.

3 Payment and Finance

3.1 Security Interest; Upgrade Pricing. Customer grants GE Healthcare a purchase money security interest in all items of hardware or equipment listed in the Quotation until full payment is received, and Customer shall perform all acts and execute all documents as may be necessary to perfect GE Healthcare's security interest. Except for Healthcare IT Products, prices for upgrades and revisions assume that Customer returns the replaced component and transfers title to GE Healthcare at no charge to GE Healthcare. If, after Product delivery, Customer does not make any payments for the Products within forty-five (45) days after such payments are due, GE Healthcare may, upon ten (10) days prior written notice to Customer, either (a) enter upon Customer's site and remove the Products or (b) temporarily disable the Products so that they are not operational.

3.2 Leases. If Customer is acquiring use of Products through an equipment lease (a "Lease") with an equipment lessor (a "Lessor"), certain provisions of this Agreement (including, but not limited to, terms related to payment, title transfer, warranties, and software licenses) may be modified as agreed to in writing between GE Healthcare, the applicable Lessor, and/or Customer, as the case may be. Acceptance of the equipment as between GE Healthcare and Lessor will be defined by this Agreement; acceptance of the equipment as between Lessor and Customer will be defined by the lease agreement. Notwithstanding the foregoing, if the Lessor does not comply with the terms of this Agreement, Customer shall continue to be responsible for the payment obligations hereunder.

4 Product Specific Terms

4.1 MUSE CV Information Technology Professional Services (ITPS). MUSE CV Product ITPS shall be performed within six (6) months of the date Customer orders the Services. Without limiting the foregoing, Customer agrees that, if the Services have not been performed within one (1) year of the date Customer orders the Services for reasons other than GE Healthcare's failure to perform, GE Healthcare shall be relieved of its obligation to perform the Services and the Customer shall not be entitled to a refund for such unperformed Services. ITPS Services include clinical applications training, project management, HL7/HIS systems integration, database conversion, and network design and integration (ND&I).

4.2 Pre-Owned Products. Products identified as pre-owned/refurbished/remanufactured Products have been previously owned and used; they are not new. When delivered to Customer, such Products may have received mechanical, electrical, and/or cosmetic reconditioning, as necessary, and will meet their original specifications. Since pre-owned Products may be offered simultaneously to several customers, their sale to Customer is subject to their continued availability at the time Customer offers to purchase such Products. If the pre-owned Products are no longer available, (i) GE Healthcare will attempt to identify other pre-owned Products in its inventory that meet Customer's needs, and (ii) if substitute pre-owned Products are not acceptable to Customer, GE Healthcare will cancel the order and refund any deposit Customer has paid for such Products.

4.3 CT and X-Ray Products. Certain Products that use x-ray or image intensifier tubes have been designed to recognize GE Healthcare-supplied tubes and report to the user the presence of a non-GE Healthcare-supplied tube. This will permit the user to make any adjustments to Product use that the user deems appropriate. Use of the Products with non-GE Healthcare-supplied tubes is always at the user's discretion; however, Customer acknowledges that advanced scanner functionality may be impaired or disabled by the use of non-GE Healthcare-supplied tubes. GE Healthcare assumes no liability for the use of non-GE-Healthcare-supplied tubes and disclaims any responsibility for any effect such tubes may have on Product performance.

Warranty Statement (United States)

GE Healthcare

1. **Warranted Products.** These warranties cover the purchase and use of the following GE Healthcare products:

- Magnetic Resonance
- Computed Tomography
- Mammography
- Positron Emission Tomography (including scanners, cyclotrons & chemistry labs)
- Nuclear
- X-ray
- Surgical Navigation Systems
- Cardiology
- Ultrasound
- Bone Mineral Densitometry
- Physiological Monitoring
- Small Animal Imaging
- C-Arms
- Advantage Workstation and Server
- Anesthesia Delivery
- Respiratory Care
- Gold Seal
- Phototherapy and other infant care accessories
- Microenvironments, including Giraffe®, Care Plus®, Ohio® Infant Warmer Systems and Panda™ Baby Warmers

2. **GE Healthcare Warranties.**

2.1 Scope. This warranty statement incorporates GE Healthcare's General Terms and Conditions and GE Healthcare's Product Terms and Conditions. GE Healthcare warrants that its services will be performed by trained individuals in a professional, workman-like manner. GE Healthcare will promptly re-perform any non-conforming services for no charge as long as Customer provides reasonably prompt written notice to GE Healthcare. The foregoing service remedy, together with any remedy provided herein, are Customer's sole and exclusive remedies (and GE Healthcare's sole and exclusive liability) for warranty claims. These exclusive remedies shall not have failed of their essential purpose (as that term is used in the Uniform Commercial Code) as long as GE Healthcare remains willing to repair or replace defective warranted products or re-perform any non-conforming services for no charge, as applicable, within a commercially reasonable time after being notified of Customer's warranty claim. NO OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, SYSTEM INTEGRATION AND DATA ACCURACY, WILL APPLY.

2.2 Term Usage. "Warranted Product" is a collective term which includes both the above-listed manufactured equipment and licensed software, with the exception of Healthcare IT Products, purchased by and/or licensed to (as applicable) Customer under the relevant GE Healthcare Quotation. Where an item of equipment has software code embedded in it, the code will only be considered licensed software under this warranty statement if the applicable GE Healthcare Quotation provides a separate part number for that software.

2.3 Equipment Warranty. Except as indicated otherwise below, GE Healthcare warrants the equipment will be free from defects in title and that for 1 year from the Warranty Commencement Date (as defined below) (i) the equipment will be free from defects in material and workmanship under normal use and service and (ii) except for equipment manufactured in compliance with Customer's designs or specifications, the equipment will perform substantially in accordance with GE Healthcare's written technical specifications for the equipment (as such specifications exist on the date the equipment is shipped) (the "Specifications"). This warranty covers both parts and labor and is available only to end-users that purchase the equipment from GE Healthcare or its authorized distributors. Customers purchasing through an authorized distributor must contact GE Healthcare promptly following such purchase to enable this warranty.

2.4 Software Warranty. Except as indicated otherwise below, GE Healthcare warrants for 90 days from the Warranty Commencement Date that (i) the licensed software will perform substantially in accordance with the applicable Documentation (as defined herein), (ii) it has not inserted any Disabling Code (as defined herein) into the licensed software and (iii) it will use reasonable commercial efforts consistent with industry standards to scan for and remove any software viruses before installation of the applicable Warranted Product. Except as indicated otherwise below, GE Healthcare warrants that it has the right to license or sublicense the licensed software to Customer for the purposes and subject to the terms and conditions set forth in GE Healthcare's General Terms and Conditions. As used in this warranty statement, (i) "Disabling Code" means computer code that is designed to delete, interfere with, or disable the normal operation of the Warranted Product; provided, however, that code included in the licensed software that prevents use outside of the license scope purchased for the software will not be deemed to be Disabling Code

and (ii) "Documentation" means the GE Healthcare user manuals, on-line help functions, technical specifications and user instructions regarding the operation, installation and use of the software as made available by GE Healthcare to Customer.

2.5 Pre-owned Equipment. GE Healthcare's Gold Seal Preferred Products (certain pre-owned GE Healthcare equipment) and GE Healthcare's certified pre-owned Bone Mineral Densitometry Products are provided with GE Healthcare's standard warranties carrying the same duration as the new equipment warranty, but in no event exceeding 1 year (unless otherwise provided in writing by GE Healthcare). Except as expressly provided in this paragraph or in the applicable GE Healthcare Quotation, used and/or pre-owned equipment is not warranted by GE Healthcare.

2.6 Healthcare IT and X-Ray Tubes. GE Healthcare X-ray and Image Intensifier Tubes, Maxiray X-ray Tubes and GE Healthcare IT Products are covered by a separate warranty statement provided in an applicable GE Healthcare Quotation.

2.7 Third-Party Software and Equipment. This warranty statement does not cover Third-Party Software and Equipment (as defined herein) delivered with the Warranted Products (commonly identified by NL or NW series numbers in GE Healthcare's Quotation). "Third-Party Software and Equipment" means any non-GE Healthcare software or equipment (i) delivered to Customer in the third-party manufacturer/supplier's packaging and with its labeling or (ii) for which GE Healthcare expressly indicates (either in the GE Healthcare Quotation or in the product documentation) that the software or equipment is provided with the third-party manufacturer/supplier's warranty in lieu of a GE Healthcare warranty. Such products are covered by the third-party manufacturer/supplier's warranties, to the extent available. Anesthesia monitor mounting solutions Third-Party Software and Equipment purchased directly from GE Healthcare will not be treated as Third-Party Software or Equipment

3 Warranty Commencement. Unless expressly provided otherwise in this warranty statement or the applicable GE Healthcare Quotation, the warranty period begins (the "Warranty Commencement Date") on the earlier of: (i) if GE Healthcare installs the Warranted Product, 5 days after GE Healthcare notifies Customer that it has completed assembly and the Warranted Product is operating substantially in accordance with GE Healthcare's Specifications; (ii) if GE Healthcare does not install the Warranted Product, 5 days after delivery of the Warranted Product to Customer; (iii) the date Customer first uses the Warranted Product for patient use; or (iv) if GE Healthcare is contractually required to install the Warranted Product, the 30th day following shipment to the end-user Customer if installation is delayed for reasons beyond GE Healthcare's reasonable control. The warranty period for any Warranted Product or component furnished to correct a warranty failure will be the unexpired term of the warranty applicable to the repaired or replaced Warranted Product. The warranty period for Vital Signs, Inc. Products begins on the date such products are shipped to Customer.

4 Remedies. If Customer promptly notifies GE Healthcare of Customer's warranty claim during the warranty period and makes the Warranted Product available for service, GE Healthcare will, at its option (i) with respect to equipment, either repair, adjust or replace (with new or exchange replacement parts) the non-conforming Warranted Product or components of the Warranted Product and (ii) with respect to GE Healthcare's licensed software, either correct the non-conformity or replace the applicable licensed software. Warranty service will be performed without charge from 8:00 a.m. to 5:00 p.m. (local site time), Monday-Friday, excluding GE Healthcare holidays, and outside those hours at GE Healthcare's then prevailing service rates and subject to the availability of personnel. For certain Warranted Products, GE Healthcare will perform warranty service only at an authorized service center or, in some instances, via a secure, remote connection to a GE Healthcare online center. With respect to GE Healthcare's warranty for the services it provides to Customer, Customer's exclusive remedy is set forth in Section 2.1 above.

Warranty claims for the Warranted Products should be directed through GE CARES at 1-800-437-1171. Warranty claims for accessories and supplies items should be directed through 1-800-558-5102.

5 **Limitations.** GE Healthcare shall not have any obligation to Customer hereunder if the warranty claim results from or arises out of: (i) the use of the Warranted Product in combination with any software, tools, hardware, equipment, supplies, accessories or any other materials or services not furnished by GE Healthcare or recommended in writing by GE Healthcare; (ii) the use of the Warranted Product in a manner or environment, or for any purpose, for which GE Healthcare did not design or license it, or in violation of GE Healthcare's recommendations or instructions on use; or (iii) any alteration, modification or enhancement of the Warranted Product by Customer or any third party not authorized or approved in writing by GE Healthcare. In addition, this warranty does not cover the Warranted Product to the extent it is used in any country other than the country to which GE Healthcare ships the Warranted Product (unless GE Healthcare expressly agrees otherwise in writing). GE Healthcare does not guarantee that licensed software will operate without error or interruption.

In addition, these warranties do not cover: (i) any defect or deficiency (including failure to conform to Specifications and/or Documentation, as applicable) that results, in whole or in part, from any improper storage or handling, failure to maintain the Warranted Products in the manner described in any applicable instructions or specifications, inadequate back-up or virus protection or any cause external to the Warranted Products or beyond GE Healthcare's reasonable control, including, but not limited to, power failure and failure to keep Customer's site clean and free of dust, sand and other particles or debris; (ii) the payment or reimbursement of any facility costs arising from repair or replacement of the Warranted Products or parts; (iii) any adjustment, such as alignment, calibration, or other normal preventative maintenance required of Customer; (iv) expendable supply items; (v) stockpiling of replacement parts; (vi) any failure of the Warranted Products to use or correctly process dates; and (vii) products not listed in GE Healthcare's Accessories and/or Supplies catalogs at the time of sale, and all service manuals are provided AS IS. For network and antenna installations not provided by GE Healthcare or its authorized agent(s), network and antenna system troubleshooting will be billable at GE Healthcare's standard

service rates.

For MR systems, these warranties do not cover (i) any defect or deficiency that results, in whole or in part, from failure of any water chiller system supplied by Customer, (ii) service to any water chiller systems supplied by Customer and (iii) for MR systems with LHe/LN or shield cooler configured superconducting magnets (except for MR Systems with LCC magnets), any cryogen supply, cryogenic service or service to the magnet, cryostat, coldhead, shield cooler compressor or superconductive or resistive shim coils unless the need for such supply or service is caused by a defect in material or workmanship covered by these warranties (GE Healthcare's MR Magnet Maintenance and Cryogen Service Agreement is available to provide supplemental coverage during the warranty period). For Proteus XR/a, Definium and Precision 500D x-ray systems, these warranties do not cover collimator bulbs.

6 Exceptions to GE Healthcare Standard Warranties Described Above.

CT Partial System Equipment Upgrades*: Six (6) months
MR Partial System Equipment Upgrades*: Six (6) months
X-ray Partial System Equipment Upgrades*; High Voltage Rectifiers and TV Camera Pick-Up Tubes: Six (6) months
PET Partial System Equipment Upgrades* (Scanners, Cyclotrons and Chemistry Labs): Six (6) months
Nuclear Partial System Equipment Upgrades*: Six (6) months
GE OEC New or Exchange Service/Maintenance Parts: Ninety (90) days
HealthNet Lan, Advantage Review — Remote Products: Ninety (90) days
GE Ultrasound Exchange Probes and Transducers, Ultrasound Water Path attachment Kit: Ninety (90) days
GE Ultrasound Service Replacement Parts: Thirty (30) days
LOGIQBook and Other Handheld/Compact Ultrasound Products: Standard warranty includes (i) repair services at GE Healthcare service facilities, (ii) three (3) business day turnaround repair time for systems shipped via overnight delivery (where available), measured from the date of shipment (GE Healthcare is not responsible for delays in overnight shipment), (iii) seventy-two (72) hour loaner systems or probe replacement service via Fed Ex (shipping charges included), (iv) technical support via telephone from 7:00 am to 7:00 pm Central Time, Monday-Friday, excluding GE Healthcare holidays, (iv) field support/service is available for an additional charge and (v) preventative maintenance for an additional charge. For an additional charge, GE Healthcare will also provide the following enhanced warranty features as part of the system warranty: coverage for system damage due to accidental dropping or mishandling, with a maximum of two (2) replacement systems during the term of the warranty.
Ultrasound Partial System Equipment Upgrades*: Ninety (90) days (Customer will not be credited the value of this warranty against pre-existing warranties or service agreements).
Dash, Solar 8000M, 8000i & Tram: Additional two (2) years of parts only coverage, excluding displays (United States only)
DINAMAP ProCare Vital Signs Monitors: Two (2) years
DINAMAP Pro 100-400V2 Series Monitors: Three (3) years
Enterprise Access: One (1) year parts, ninety (90) days labor
MAC 1600: Three (3) years
MAC 1200: Three (3) years (United States only)
Batteries: Ninety (90) days, except (i) for LOGIQBook batteries, which are warranted for twelve (12) months and (ii) for Nickel cadmium or lead acid batteries for X-ray and mammography systems (which will carry a sixty (60)-month warranty prorated as shown below). For Nickel cadmium or lead acid batteries for X-ray and mammography systems, warranty service will be performed without charge from 8:00 a.m. to 5:00 p.m. (local site time), Monday-Friday, excluding GE Healthcare holidays, and outside those hours at GE Healthcare's then prevailing service rates and subject to the availability of personnel only during the first twelve (12) months of the sixty (60)-month warranty period. For X-ray and mammography systems, if nickel cadmium or lead acid batteries need replacement during their applicable warranty period, Customer will pay the price of the replacement battery in effect on its delivery date less a Pro Rata Credit Allowance (as defined herein). The Pro Rata Credit Allowance for batteries that fail less than twelve (12) months after the warranty begins is one hundred percent (100%). The Pro Rata Credit Allowance for batteries that fail more than twelve (12) months after the warranty begins is:

1 - (# of Mos. After Warranty Commencement /60) x 100%

For the purpose of Pro Rata Credit Allowance, a fraction of a month less than fifteen (15) days will be disregarded, and a fraction of a month equal to or greater than fifteen (15) days will be regarded as a full month.
Care Plus® Incubator: Three (3) years parts, one (1) year labor
Ohio® Infant Warmer Systems and Panda™ Warmers: Lifetime parts warranty on heater cal rod
BiliBlanket® Plus High Output Phototherapy System: Two (2) years on Light Box and eighteen (18) months on Fiberoptic Pad
Microenvironment and Phototherapy expendable components, this includes but is not limited to patient probes, probe covers and light bulbs: Thirty (30) days
GE OEC refurbished c-arms: Twelve (12) months after installation
Oximeters: Three (3) years from installation, or thirty-nine (39) months from GE Healthcare invoice, whichever occurs sooner
Tec 7 Vaporizers: Three (3) years
Tec 6 Plus Vaporizers: Two (2) years
X-ray and Image Intensifier Tubes and Maxiray X-ray Tubes: See GE Healthcare Warranty Statement X-Ray an Image Intensifier Tubes
Accessories and Supplies: GE Healthcare's catalog and/or website includes a "Service/Warranty Code" which identifies the installation, warranty, applications and post-warranty service, if any, provided for each accessory and supply product. Following are the warranty periods for accessories and supplies:

SERVICE/WARRANTY CODE T.....100 YEARS
Service/Warranty Code V.....25 Years
Service/Warranty Codes X.....15 Years
Service/Warranty Codes F.....3 Years
SERVICE/WARRANTY CODES D, J, N, O, R OR Z.....2 YEARS
Service/Warranty Codes A, B, C, E, G, L, P, Q, S or Y.....1 Year
SERVICE/WARRANTY CODE H.....6 MONTHS
Service/Warranty Code K and all Vital Signs, Inc. products.....3 Months
Service/Warranty Code M.....1 Month
Service/Warranty Code W.....Out of Box Failure Only

*** NOTE: FOR PARTIAL SYSTEM EQUIPMENT UPGRADES, THE WARRANTY APPLIES ONLY TO THE UPGRADED COMPONENTS**

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MARK BONFIGLIO
15 week Lead Time
13-06-13

mark.bonfiglio@stryker.com
Proposal Submitted To : CAPE FEAR VALLEY HOSPITAL

EP LAB: This Labe will have an Anesthesia Boom placed where hoses come out of the ceiling currently and will contain all cabling and power outlets within the boom. An Equipment boom will take devices off carts and the floor and have access midline south of patient mid line. An extendd LED surgical light will be mounted over the patients right shoulder. (Please refer to CAD Drawing)

FLEXIS BOOMS

FLEXiS systems support the vast array of systems needed for efficient patient care. The FLEXiS part number includes the service head, boom arm, and all electrical/gas outlets with conduit and hoses pre-pulled and tested for reliable and seamless installation.

EP LAB

Parent	Part No	Qty	Unit Price	Extended Discounted Price
LED Surgical Light on Extended Arm Set	Package	1	$34730.07	$16323.13
Equipmen Boom	Package	2	$49785.26	$24298.14
Anesthesia Boom	Package	1	$46073.24	$22282.36
Installation and Service	Package	1	$10,724.41	$4533.98
Room Total			**$113,586.41**	**$67,437.61**

Total List Price	$141,312.98
Total GPO/Contract Price	$8,712.98
Total Discount Amount	$73,875.37
Discounted Equipment Total	$67,437.61

EXHIBIT D

CAPE FEAR VALLEY®
TRANSFORMING HEALTHCARE™

BEHAVIORAL HEALTH CARE
BLADEN COUNTY HOSPITAL
CAPE FEAR VALLEY MEDICAL CENTER
CAPE FEAR VALLEY REHABILITATION CENTER
HEALTH PAVILION NORTH
HIGHSMITH-RAINEY SPECIALTY HOSPITAL

BLOOD DONOR CENTER
CANCER CENTER
CARELINK
CAPE FEAR VALLEY HOMECARE & HOSPICE, LLC
CUMBERLAND COUNTY EMS
FAMILY BIRTH CENTER
HEART & VASCULAR CENTER
HEALTHPLEX
LIFELINK CRITICAL CARE TRANSPORT
PRIMARY CARE PRACTICES
SLEEP CENTER

June 26, 2014

Greg Yakaboski, Project Analyst
Division of Health Service Regulation
Certificate of Need Section
2704 Mail Service Center
Raleigh, NC 27699-2704

SUBJECT: Replacement of Electrophysiology ("EP") Laboratory with a Philips Allura Xper FD10CR8.2 at Cape Fear Valley Health System

Dear Mr. Yakaboski:

Cumberland County Hospital System, Inc. d/b/a Cape Fear Valley Health System ("Cape Fear Valley ") owns and operates an existing Electrophysiology Laboratory located on the Owen Drive campus of Cape Fear Valley Medical Center.

Cape Fear Valley is proposing to replace the existing EP Lab with a Philips Allura Xper FD10CR8.2.

The existing equipment is fully operational and will not be taken out of service until the replacement equipment is ready for installation at which time the current equipment will be removed and disposed.

If you have any questions regarding this PET CT Scanner replacement, please do not hesitate to contact me directly.

Sincerely,

Debbie Marshburn, RN, BSN, MBA
Vice President for Nursing
Cape Fear Valley Health System