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

November 20, 2014

Charles W. Elliott, Jr., President and Chief Executive Officer
Johnston Health
509 N. Bright Leaf Blvd
Smithfield NC 27577-4407

Exempt from Review - Replacement Equipment

Facility:	Johnston Health
Project Description:	Replace cardiac catheterization equipment
County:	Johnston
FID #:	943290

Dear Mr. Elliott:

In response to your letter of November 12, 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 Allura Clarity FD 20 cardiac catheterization equipment to replace the existing GE Innova 2000 cardiac catheterization equipment located at Johnston Health in Smithfield. This determination is based on your representations that the existing unit will be removed from North Carolina and will not be used again in the State without first obtaining a certificate of need.

Moreover, you need to contact the Construction and Radiation Protection Sections 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,

Michael J. McKillip
Project Analyst

Martha J. Frisone, Interim Chief
Certificate of Need Section

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

Certificate of Need Section
www.ncdhhs.gov
Telephone: 919-855-3873 • Fax: 919-733-8139
Location: Edgerton Building • 809 Ruggles Drive • Raleigh, NC 27603
Mailing Address: 2704 Mail Service Center •Raleigh, NC 27699-2704
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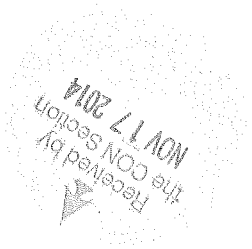
943290 11/24/14 ✓

JOHNSTON
UNC HEALTH CARE



November 12, 2014

Ms. Martha Frisone, Interim Chief
Certificate of Need Section
Division of Health Service Regulation
2704 Mail Service Center
Raleigh, NC 27699-2704

RE: Equipment Replacement Project at Johnston Health

Dear Ms. Frisone:

Pursuant to N.C.G.S. 131E-184 (a)(7) -Exemptions from Review-of the Certificate of Need Statute, I am writing to inform you of Johnston Health's plans to replace its cardiac catheterization equipment currently operating at Johnston Health.

Pursuant to N.C.G.S. 131E-184 (a)(7), "*the Department shall exempt from certificate of need review a new institutional health service if it receives prior written notice from the entity proposing the new institutional health service, which notice includes an explanation of why the new institutional health service is required, for any of the following: . . . (7) To provide replacement equipment.*"

N.C.G.S. 131E-176 (22a) states "'[r]*eplacement equipment' means equipment that costs less than two million dollars ($2,000,000) and is purchased with the sole purpose of replacing comparable medical equipment currently in use which will be sold or otherwise disposed of when replaced.*"

The total capital cost of the project will be $1,388,310.20, less than $2,000,000. Please see Attachment 1 for a proposed capital cost table demonstrating these costs.

Please see Attachment 2 for equipment quote for the proposed equipment. The equipment being replaced will be taken out of service and used as a trade-in for the new, replacement equipment, as noted on page 28 of the equipment quote. The equipment will be removed from North Carolina. This letter is confirmation that Johnston Health understands that the existing equipment will be removed from North Carolina and that it will be not be used by Johnston Health after its replacement.

The replacement equipment will be purchased for the sole purpose of replacing comparable equipment currently in use. "*Comparable medical equipment*" is defined under 10A NCAC 14C .0303(c) as "*equipment which is functionally similar and which is used for the same diagnostic and treatment purposes.*" Further, replacement equipment is considered comparable to the

existing equipment under the following circumstances as outlined under 10A NCAC 14C .0303(d):

1. *it has the same technology as the equipment currently in use, although it may possess expanded capabilities due to technological improvements; and*
2. *it is functionally similar and is used for the same diagnostic or treatment purposes as the equipment currently in use and is not used to provide a new health service; and*
3. *the acquisition of the equipment does not result in more than a 10% increase in patient charges or per procedure operating expenses within the first twelve months after the replacement equipment is acquired.*

As discussed below, Johnston Health's proposed new replacement unit is considered comparable pursuant to 10 NCAC 14C .0303 for the following reasons:

1. the proposed replacement equipment will be used specifically for the provision of performing cardiac catheterization cases, as is the existing equipment. The replacement equipment will perform all procedures currently performed on the existing equipment. Although the replacement equipment possesses some expanded capabilities due to technological improvements, the replacement equipment will perform the same general range of services. Essentially the replacement equipment will have the same functionality as the equipment currently in use.
2. the function of, and diagnostic/therapeutic services provided by the replacement equipment will essentially be identical to the existing equipment. Johnston Health intends to use the replacement equipment for the same procedures which are currently available on the existing equipment. No new health service will be provided as a result of the replacement. Please refer to Attachment 3 for an equipment comparison table demonstrating that the proposed replacement equipment is comparable to the equipment currently in use.
3. the acquisition and operation of the replacement equipment will not result in an increase of more than 10 percent in patient charges or the operational cost per patient of providing the service within the first twelve months after the replacement equipment is acquired.

It is important to note that 10 NCAC 14C .0303 also defines equipment that is "*not comparable*" under subsection (e). Replacement equipment is not considered comparable if:

1. *the replacement equipment is new or reconditioned, the existing equipment was purchased second-hand, and the replacement equipment is purchased less than three years after the acquisition of the existing equipment; or*
2. *the replacement equipment is new, the existing equipment was reconditioned when purchased, and the replacement equipment is purchased less than three years after the acquisition of the existing equipment; or*
3. *the replacement equipment is capable of performing procedures that could result in the provision of a new health service or type of procedure that has not been provided with the existing equipment; or*
4. *the replacement equipment is purchased and the existing equipment is leased, unless the lease is a capital lease; or*

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5. *the replacement equipment is a dedicated PET scanner and the existing equipment is:*
   A. *a gamma camera with coincidence capability; or*
   B. *nuclear medicine equipment that was designed, built, or modified to detect only the single photon emitted from nuclear events other than positron annihilation.*

Johnston Health owns the existing cardiac catheterization equipment, which was new at the time of acquisition in 2002. The replacement equipment will be acquired more than three years after the installation of the existing unit, will be new at the time of acquisition, and will be owned by Johnston Health. As noted above, although the replacement equipment possesses some expanded capabilities due to technological improvements, the replacement equipment will perform the same general range of services as the existing unit. Therefore, the replacement equipment does not meet the definition of "*not comparable*."

Thank for your consideration of this request. If you have any additional questions, please feel free to contact me.

Sincerely,

Charles W. Elliott, Jr.
President and CEO
Johnston Health
Attachment

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Attachment 1

PROJECT CAPITAL COST

A. Site Costs		
(1) Full purchase price of land # Acres _____ Price per acre _____	$	
(2) Closing costs	$	
(3) Site inspection and survey	$	
(4) Legal Fees and Subsoil Investigation	$	
(5) Site preparation costs [Include]		
Soil Borings		
Clearing and grading		
Roads and Parking		
Sidewalks		
Water and sewer		
Excavation and Backfill		
Termite Treatment		
Subtotal site preparation costs	$	
(6) Other	$	
(7) Subtotal Site Costs		$
B. Construction Contract(s)		
(8) Cost of Materials [Include]		
General Requirements	25,043	
Concrete/Masonry	407	
Woods/Doors & Windows/Finishes	77,636	
Thermal & Moisture Protection	0	
Equipment/Specialty Items	7,200	
Mechanical/Electrical	111,585	
Subtotal Cost of Materials	$221,871	
(9) Cost of Labor	$21,683	
(10) Other (Specify) Fees, Permits, Contingency	$43,495	
(11) Subtotal construction contract(s)		$287,049
C. Miscellaneous Project Costs		
(12) Building purchase	$	
(13) Fixed Equipment Purchase/Lease	$1,073,103.20	
(14) Movable Equipment Purchase/Lease	$	
(15) Furniture	$9,500	
(16) Landscaping	$	
(17) Consultant fees		
Architect & engineering fees	$18,658	
Legal fees	$	
Market analysis	$	
Other (specify)	$	
Subtotal consultant fees	$18,658	
(18) Financing costs (bond, loan, etc.)	$	
(19) Interest during construction	$	
(20) Other (specify)	$	
(21) Subtotal Miscellaneous Project Costs		$1,101,261.20
D. Total Capital Cost of the Project [sum of A – C]		**$1,388,310.20**

Attachment 2

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

PHILIPS

Quotation #: 1-14SY09Q	**Rev:** 9	**Effective From:** 06-Oct-14	**To:** 05-Dec-14

Presented To:

JOHNSTON MEMORIAL HOSPITAL AUTHORIT
509 N BRIGHTLEAF BLVD
SMITHFIELD, NC 27577-4407

Tel:

Alternate Address:

Presented By:

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

Amy Morrow
Regional Manager
Tel: (828) 553-3118
Fax:

Date Printed: 06-Oct-14

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

The Service information contained in this Quote is subject to a separate service proposal.

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
	100243 Allura Xper FD20	1	$1,073,103.20
		Equipment Total:	$1,073,103.20

Solution Summary Detail

Product	Qty	Each	Monthly	Price
100243 Allura Xper FD20	1	$1,073,103.20		$1,073,103.20
SVC0130 Protection POS			$7,859.38	
VC1500 In-Warranty Coverage			$675.00	

The Service information contained in this Quote is subject to a separate service proposal.

Buying Group: HEALTHTRUST PURCHASING GROUP **Contract #: Multi Modality GB Q3-Q4 2014**

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

Quote Summary

100243 Allura Xper FD20

Qty	Product
1	NNAE366 AlluraClarity FD20 C R8.2
1	NNAE159 30Fr/sec Extension
1	NNAE391 FlexVision XL 8 Input Package
1	**NCVB629 FlexVision XL,XperHD,Snapshot**
1	**NCVB294 Set of 2 additional 21in. LCDs**
1	**NCVB591 2ND REF for FlexVision XL**
2	FCV0587 Xper Live/Ref Slaving
1	**NCVA788 MultiSwitch.**
1	NCVA089 RIS / CIS DICOM interface
1	**NCVA088 Standard Line Rate Video Output**
1	NCVB879 Aut Pos Contr Xper sys & table
1	**NCVA695 FD Rotational Angio**
1	**NCVB209 Xper Swing**
1	**NCVA694 Subtracted Bolus Chase**
1	**NCVA672 FD SmartMask**
1	**NCVA121 FULL AUTOCAL**
1	**NCVA784 Ventricular Quant.Sw pkg(Xper)**
1	**NCVA785 Coronary Quant.Sw pkg(Xper)**
1	**NCVA786 Vascular Quant.Sw pkg(Xper)**
1	NCVB867 iE33 / EPIQ Video coupling
1	NCVA097 Cath Arm Support
1	NCVA098 Pulse Cath Arm Support
1	NCVA101 Peripheral X-ray Filter
1	NCVA783 Pivot for table base.
1	NCVB199 Table top brake kit for the Xper Table
1	**FCV0510 Long mattress cardio**
1	FCV0017 CABLE CARRIER CS
1	980306640009 Black Anti-Fatigue Floor Mat w/ Blue Logo
1	980406041009 Rad Shield w/ Arm (Contoured) 61X76
1	980406190009 PIVOTING TABLE-MOUNTED RADIATION SHIELD
1	989801220012 Cable Spooler
1	989801220037 M LED 3MC Light
1	989801220158 Mark 7 Arterion, Table Mount

Quote Summary

100243 Allura Xper FD20

Qty	Product
2	989801220273 Ceiling Track w/Column & Handle Ext
1	989801292098 IXR Additional Training 16 Hours OnSite
2	989801292102 CV Full Travel Pkg OffSite
1	NCVC005 Equipment Rack DVI
1	**989600207421 Equipment rack Predelivery set**
1	NCVC413 Electrical Accessory kit OSC
1	NCVC414 Pre-Install Bracket
1	NCVC415 Pneumatic Regulator
1	989600213942 AD5 TO XPER TABLE ADAPT. PLATE
1	SP059B Universal Power Supply
1	Third Party Item Baritric table extension
1	SP019 Trade in Allowance

Options

Qty	Product
1	FCV0604 DoseAware Bundle

100243 Allura Xper FD20

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	**NNAE366	AlluraClarity FD20 C R8.2	1

The AlluraClarity FD20 (Ceiling) single-plane cardiovascular system comprises a ceiling mounted C-arm stand and digital imaging X-ray system for cardiovascular diagnostic and interventional procedures.
ClarityIQ technology is the foundation of AlluraClarity systems touching every part of the imaging system.

ClarityIQ incorporates powerful state-of-the-art image processing technology, developed by Philips research, all working in real-time enabled by the latest computing technology:

- Noise and artifact reduction, also on moving structures and objects
- Image enhancement and edge sharpening;
  Automatic real-time patient and accidental table motion correction on live images.
- Flexible digital imaging pipeline
- ClarityIQ systems have a flexible digital imaging pipeline from tube to display that is tailored for each and every application area such as Cardio or Neuro. This gives the flexibility to select virtually unlimited application-specific configurations.
- With ClarityIQ over 500 system parameters are fine-tuned for each application area; the result of years of Philips clinical leadership. It is now possible to filter out more X-ray radiation, use smaller focal spot sizes, shorter pulses, thereby fully utilizing the unique capabilities of the Philips MRC X-ray tube.

The AlluraClarity FD20 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 AlluraClarity FD20 Stand

The Allura stand consists of a ceiling-mounted C-arm. The stand has the following capability:

- The L-arm can be rotated and can be moved in longitudinal direction allowing a three-sided patient approach and total body coverage.
  - L-arm rotation around the patient table: +90, 0, -90 degrees.
  - L-arm longitudinal movement: 300 cm
  - This movement features auto-stops at the parking position, cardio/neuro position and lower peripheral position.

The Allura stand allows a very wide range of projections, including PA and AP imaging.

- In the head position (0 degrees position, L-arm parallel to patient table):
  - C-arm rotation range (degrees): 120 LAO to 185 RAO

- C-arm angulation range (degrees): 90 CA to 90 CR
- (Full angulation capability determined by patient position)

- In the side position (+90 / -90 degrees position, L-arm perpendicular to patient table):
  - C-arm rotation range (degrees): 90 LAO to 90 RAO
  - C-arm angulation range (degrees): 185 CA to 120 CR or 120 CA to 185 CR
  - (Full angulation capability determined by patient position)
- The stand provides fully motorized fast movements with variable and configurable maximum speed.
  - Variable C-arm rotation speed, up to 25 degrees per second
  - Variable C-arm angulation speed, up to 18 degrees per second
- L-arm rotation and longitudinal movement: motorized and manual
- C-arm depth is 90 cm
- The FD20 Dynamic Flat Detector features Xper Access which allows the flat detector to be positioned in either portrait or landscape imaging modes in 3 seconds.
- The variable source image distance between focus and Dynamic Flat Detector input screen is motorized from 86.5 to 123 cm.
- The stand features BodyGuard a capacitive sensing collision avoidance system for patient protection.

Patient support

The Xper Table

- Patient support with flat carbon fiber tabletop
- Table top length of 319 cm, width 50 cm
- Metal-free overhang 125 cm
- Floating table-top movement of 120 cm longitudinal and 35 cm transversal range.
- Motorized height adjustment from 74.5 to 102.5 cm
- Maximum cantilever of 223 cm , for full patient coverage
- 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 set

- One cerebral filter
- Three rail accessory clamps
- One IV stand
- One slow recovery foam mattress
- One Set of Arm Supports (FCV0248)
- One Set of Patient Straps (FCV0250)
- One Head Support (FCV0251)
- One Arm Support (FCV0258)
- One Table-mounted Radiation Shield
- One anti-fatigue mat with Philips logo

X-ray Generation

100243 Allura Xper FD20

Line #	Part #	Description	Qty

The AlluraClarity FD20 comprises an integrated dedicated X-ray system, micro-processor controlled Certeray generator based on high frequency converter technique. The user interface control of this X-ray Generator is incorporated in the Xper module, Xper Desktop Viewing Console, and the Xper on-screen displays.

- The 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
  - Each mode can be set to different composition of dose rate, pulse speed, filter setting, and image processing (noise reduction, adaptive contour enhancement, and adaptive harmonization).
- Roadmap Pro
  - Roadmap Pro can be selected from the Xper imaging module and/or Xper module.
  - A vessel map is created and superimposed with (un)subtracted live fluoroscopy. Acquisition runs can be done during Roadmap without losing the vessel map. Roadmap Pro features Smart Settings in special clinical modes that are optimized to visualize special materials such as coils and glue. Live processing of the vessel map, the device map and the landmark map can be done on the Xper Module. Xres for vascular procedures is standard part of Roadmap Pro.
    - **Disclaimer:** AMC only corrects movement artifacts in two dimensions. Three dimensional movements such as swallowing or rotation of the head cannot be corrected.
  - In Roadmap Pro R2 "Automatic Motion Compensation" (AMC) is added to the roadmap functionality. During roadmap, small movements of the patient can lead to subtraction artifacts. These artifacts might conceal important clinical information. "Automatic Motion Compensation" compensates for rigid, uniform (skeletal/table) translations and is therefore very effective in interventional (neurology) applications where subtraction imaging is applied.
- Disclaimer: AMC only corrects movement artifacts in 2 dimensions. 3 dimensional movements like swallowing or rotation of the head cannot be corrected.

- Xper Fluoro Storage, a grab function allows storage and archiving of both a fluoro image and the last 20 seconds of Fluoroscopy, called Xper Fluoro Storage. These fluoro images or fluoro runs can be archived as a regular exposure run.

X-ray tube

The AlluraClarity FD20 has the Maximus ROTALIX Ceramic grid switch tube assembly MRC 200 GS 0407 integrated in the C-arc. This MRC tube has an anode heat storage capacity of 2.4 MHU and 0.4/0.7 mm. nominal focal spot values. The tube has a maximal loading of 30 and 67 kW.

Dynamic pulsed fluoroscopy uses grid switching technology to eliminate soft radiation and improve image quality. SpectraBeam allows for filtration of the x-ray beam with (a combination of) 0.2, 0.5 or 1 mm CU-equivalent filters.

Tube housing ROT-GS 1004 is for oil-cooling and has a build-in thermal safety switch. A rotor control unit is build-in for continuous rotation of the anode disk. The heat exchanger CU 3101 is for direct and continuous forced cooling with oil.

IMAGE DETECTION

The AlluraClarity FD20 comprises the following image detection chain:

- A 30 cm by 40 cm FD20 Dynamic Flat Detector with eight imaging modes.
  - 30 x 38, 30 x 30, 26 x 26, 22 x 22, 19 x 19, 16 x 16, 13.5 x 13.5, and 11 x 11 cm
- The digital output of the FD20 flat detector is 2k*2.5k image matrix at 16 bits depth for the largest mode
- The flat detector subsystem features Xper Access, the detector can be rotated over 90 degrees, it moves from portrait to landscape back & forth
- DQE (Detective Quantum Efficiency) >77 %
- The pixel pitch: 154 x 154 microns

Viewing

The AlluraClarity FD20 comprises the following components in order to display the clinical images in the control and examination room:

Displays

Examination Room

Two 19-inch monochrome LCD monitors designed for medical applications. The first display is used for viewing live images. The second display is the reference monitor.

- 19-inch monochrome TFT-LCD display with a 160 degree viewing angle.
- 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.

- Of the two medical monochrome LCD monitors included in the MCS, one is used for viewing of live images and the other serves as the first reference display. Reference images or runs are 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. For cardiac applications, the system also monitors and displays body zone specific Air Kerma data (10 zones).

Control Room

One 19-inch color LCD monitor used as a data monitor.

- 19-inch color TFT-LCD display
- Native format 1280x1024 SXGA

One 19-inch monochrome LCD monitor (Xper review monitor) designed for medical applications.

- 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.
The Graphical User Interface on the monochrome monitor has the following features and functions:

- Step through file, run, or images
- File, and run overview
- Contrast, brightness, and edge enhancement settings
- Flagging of runs or images for transfer
- Applying text annotation in images
- Optional DICOM printing
- Executing Quantitative Analysis Packages if available
- Subtraction functionality
- Zoom/pan functionality
- Electronic shutters
- Video invert
- View trace, stacking of images
- Landmarking

Acquisition

The acquisition segment coordinates the parameters for automatic exposure control. The program is selected via the Xper module or Xper Desktop Console.

Exposure techniques:

- Serial imaging for DA and DSA with automatic exposure setting
- Single shot mode

- Acquisition frame rates:
  - 0.5 to 6 fps at 2048 x 2048
  - 15 and 30 fps at 1024 x 1024

The AlluraClarity FD20 offers a storage capacity of:

- 50,000 images at matrix size of 1024 x 1024
- 12,500 images at matrix size of 2048 x 2048
- 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 uses User Interface modules in the Examination Room with On-Screen Display.

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

- X-ray indicator and X-ray tube temperature condition
- Gantry position in rotation, angulation, and Source Image Distance
- Detector field size display
- General System messages
- Selected Frame speed
- Fluoroscopy mode
- Integrated fluoroscopy time
- Skin Dose and Dose Area Product
- Stopwatch

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

- Run and image selection
- File and run cycle
- File overview
- Store to Reference image file
- Copy image to photo file
- Digital (fixed) zoom and panning
- Recall reference images
- Laser pointer, intended to point at regions of interest on the imaging monitors
  - LED indication of laser pointer on/off and battery low
- Subtraction on/off
- Remasking
- Landmarking

Remote Intercom

The 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.

Table Side Modules

Two Xper Modules are provided for use. The first Xper Module is mounted tableside. The Second Xper Module (NCVA778) is located in the control room. These modules use 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
- Image Processing

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

- Tabletop float and tab le 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 module can also be positioned on three sides of the patient table, while keeping the button operation intuitive. The Xper Imaging module 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
- Shutter positioning
- Reset of the fluoroscopy buzzer

Pan Handle

- The Pan Handle is an extension of the control facility for floating movements of the tabletop.

Control Room

The control room comprises a Xper Review Module, Xper Desktop Module, a keyboard, and 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) and 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

Scheduling

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

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

Preparation

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

Acquisition

The acquisition page contains information on the current selected patient.

Review

The review page allows for reviewing of patients:

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

Radiation Dose Structured Report

Collection of dose relevant parameters and settings and export to a DICOM database (e.g. PACS, RIS), according 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.

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, archive formats can be selected to the individual needs and wishes for programming under the Xper Settings,

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, 1024x1024 2048 x 2048 (unprocessed) matrix.
- The examination can be sent to multiple destinations for archiving and reviewing purposes.
- The Xper DICOM Image Interface provides DICOM Storage and DICOM Storage Commitment Services.
- The DICOM Query/Retrieve function allows older DICOM XA MF and DICOM SC studies to be uploaded in the system. Furthermore, additional information can be appended to a study, while keeping the patient identification the same.

Remote Service

Access to the system from a Remote location is possible via network or modem connection. Remote access to a system can shorten the time needed for e.g. changing system settings or problem diagnosis.

Clinical Education Program for the Allura Xper System

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.

Line #	Part #	Description	Qty

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 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

2	**NNAE159	30Fr/sec Extension	1

Frame Rate Extension increases the system acquisition speed for cardiac applications that require high speed imaging. The frame rate extension increases the acquisition speed to 15fps and 30fps with a 1024x1024 matrix.

3	**NNAE391	FlexVision XL 8 Input Package	1

The FlexVision XL8 input package provides eight isolated wall connection boxes and eight 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 Vascular System: 8 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

Line #	Part #	Description	Qty

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

4 **NCVB629 FlexVision XL,XperHD,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.
XperHD on FlexVision XL brings High Definition viewing for clinical images. Native resolution of FD20 can be displayed. Excellent sharp and crisp clinical images can be displayed at full size without digital zoom.
Xper HD brings:
• High Definition imaging
- Sharp images at full size without zoom
• High Definition display at native resolution
- Up to 2k*2k image display fully integrated
• High Definition for the ultimate detail
- Enhanced small vessel visualization
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

Line #	Part #	Description	Qty

- 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

• 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 screen, 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.

• 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 .

5 ****NCVB294** **Set of 2 additional 21in. LCDs** **1**

Two 21inch additional displays are located on top of the monitor ceiling suspension frame which carry the 56 inch large screen color LCD display.

These 2 additional LCD's can be used to display additional video sources or used as display back up for Hemo and Xray Live images. These LCD's have a fixed content.

Main characteristics of back-up displays are:

- 21.3 inch, 2 Megapixel color LCD display
- Max. resolution: 1600x1200
- Brightness: 450 Cd/m2
- Contrast ratio : 550:1
- Wide viewing angle (approx. 170 degrees)
- Constant brightness stabilization control
- Independently selectable brightness settings for monochrome and color images
- Independently selectable lookup table for gray-scale, color and DICOM transfer function

FCV0587, "XPer Live/Ref Slaving" required when displaying X-Ray Live as back-up.

6 ****NCVB591** **2ND REF for FlexVision XL** **1**

2nd REF for FlexVision XL is optional on FlexVision XL. Second Ref images will be displayed on the large screen monitor.

Line #	Part #	Description	Qty
7	**FCV0587	**Xper Live/Ref Slaving**	2

Xper Live/Ref Slaving

The Xper Live/Ref Slaving will enable the option to slave the Live or Ref video source from the Allura Xper. The total amount of Xper Live/Ref Slaving that can be selected is max 4.

Xper Live/Ref Slaving is possible:

- In Control Room icw FCV0011(B/W monitor in Control Room)
- In Philips MCS (additional monitor excluded from this option)
- Icw FCV0519 1 or 2 MCS from Skytron/Steris

Line #	Part #	Description	Qty
8	**NCVA788	**MultiSwitch.**	1

MultiSwitch/Xper Window Switch

MultiSwitch is an option that provides the ability to share the Xper workspot in the Control Room with other applications that are loaded on separate PC modalities.

The MultiSwitch option allows switching of the (colour LCD) data monitor, keyboard and mouse, normally connected to the Allura Xper system, to a separate PC modality.

Thus saving significant space in the control room as only one monitor and keyboard is used for multiple applications.

Applications that are loaded on this PC modality, will run independantly of the Allura Xper system, operated from the Xper workspot in the control room. Obvious example PC applications from PMS are Xcelera, Xcelera CLM, 3D RA, StentBoost, Viewforum.

In addition to the Allura Xper system, up to three separate PC modalities can be connected to MultiSwitch. If these PC modalities are also connected to an Ethernet Network, the ethernet connection will also be switched by MultiSwitch.

The requirements of the PC modality that is connected to MultiSwitch,and the applicable applications are:

- maximum resolution for the colour LCD display: 1280*1024 VGA
- PS/2 keyboard- and mouse interface
- complies with UL60950 regulations and EMC level A

The maximum power supply requirement for three PC modalities (incl accessoiries) in total should not exceed 1400 Watts@230 VAC.

The MultiSwitch option comprises:

- KVM Switch box (4 inputs, 1 output)
- Ethernet switch (3 inputs, one output)
- 5 ea cable sets for keyboard, mouse and VGA
- 3 ea power cables for the PC modalities and one power cable for the ethernet switch
- 4 ea ethernet cables

The Xper Window Switch is an option that provides the ability to integrate networked functionality in the Control Room of the Allura Xper Flat Detector system. The Xper window switch provides the

Line #	Part #	Description	Qty

possibility to switch to CIS/RIS applications that are available on the network and are basically data-only oriented.

Xper Window Switch to any RIS/CIS

The Control Room workspot can be switched to the hospitals' Cardiology/Radiology Information System. Only the user-interface devices Data Monitor, Keyboard, and mouse are switched via standard available solutions: "X-window", and "HTML browser" to become a standard UI for the RIS/CIS system.

This option is a software key which enables the specific Xper switch functionality for only the applications, which are available on site.

Compatible with:

- . Allura Xper FD10 R.3
- . Allura Xper FD10/10 R.2

9 **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

Line #	Part #	Description	Qty

selected patient to the IS:
Patient Identification:

- Patient name
- Patient ID
- Birth date
- Sex

Examination/Request Information:

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

Radiation dose:

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

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

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

10 ****NCVA088** **Standard Line Rate Video Output** **1**

This interface provides image output to standard line rate video peripherals, such as VCRs or paper printers. This option also comprises automatic start and stop of a VCR, synchronous to the generation of X-ray (fluoroscopy and exposures).

11 ****NCVB879** **Aut Pos Contr Xper sys & table** **1**

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

Line #	Part #	Description	Qty

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

12 **NCVA695 FD Rotational Angio 1

Rotational angiograpy provides real-time 3D impressions of complex vasculature and coronary artery tree. It acquires multiple projections with just one contrast injection via a fast rotational scan of the region of interest.

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

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

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

C-arm in side position:

- Max. rotation Speed: 30 degrees/s
- Max. rotation Angle: 180 degrees

C-arm in head position:

- Max. rotation Speed: 55 degrees/s
- Max. rotation Angle: 305 degrees

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

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

A contrast run can be followed up with a mask run, to allow image/run subtraction.

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

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

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Line #	Part #	Description	Qty
13	**NCVB209	Xper Swing	1

XperSwing allows dual-axis rotational coronary angiography to gather more information in less time and with less X-ray and contrast dose. XperSwing acquires simultaneous RAO/LAO cranial-caudal views in just one acquisition run by moving the C-arm in a curved trajectory instead of multiple acquisitions. XperSwing can be used during screening procedures to quickly determine the optimal projection for the study as the angle (rotation/angulation) of the projection is indicated on each image, providing image detail required for diagnostic and therapeutic decisions and to obtain a real-time 3D impression of the coronary artery tree.

In total seven pre-programmed trajectories are available:
- Three for Left coronary imaging
- Two for Right Coronary imaging,
- Two generic trajectories.

The choice depends on size and weight of the patient. These trajectories are designed to fully cover all conventional projections for a diagnostic coronary angiography. Rotation and angulation movements are combined in one complete scan trajectory, using the maximum rotation and angulation speed of the Allura Xper system. (55 resp 30 degr/sec). XperSwing is possible in the side position (ceiling mounted systems) and in the head position

XperSwing functionality includes, but is not limited to

- 15 frames per seconds acquisition to allows using of less contrast.
- Wide rotation range provides a complete evaluation of the anatomy.
- Precise positioning and high reproducibility, assuring you of high quality images and excellent subtraction studies.
- Set up and executed in a matter of seconds.
- Set of dedicated acquisition programs with the trajectories available on the Xper Module
- The rotation end- and start-positions can be selected.
- Acquisition procedure is controlled from the exposure hand or footswitch.

14	**NCVA694	Subtracted Bolus Chase	1

For visualization of vessel structures when the blood flow is difficult to estimate, in particular in the lower peripherals.

Bolus Chase solves the problem of cumbersome step movements, the mismatch between blood flow and selected program, and lack of real-time image information.

During digital acquisition in non-subtracted mode with uninterrupted real-time image display, the contrast bolus is followed (chased) interactively by a motorized table scan movement using a hand-hold speedcontroller to adapt the speed of the table scan to the contrast flow.The framespeed can be adapted as well.

The bolus run is followed with a mask run while using the same speedcurve and framespeed as generated during the bolus run. Viewing is possible in the subtracted and non-subtracted mode. If subtracted viewing is not required, the mask run can be skipped.

Subtracted Bolus Chase gives fast, accurate results for increased patient throughput and improved patient management. Automated exposure control and precise speed control assure a high quality images and excellent subtraction studies.

Line #	Part #	Description	Qty

Comprising:

- automatic exposure control
- tabletop motordrive and hand-held speed controller (tableside)
- technique selection using Xper module, available both tableside and in control room (Xper FD20, FD20/10)

15 ****NCVA672** **FD SmartMask** **1**

SmartMask simplifies roadmapping procedures by overlaying a selected reference image with fluoroscopy on the live monitor in the exam room.
The reference image can be faded in/out with variable intensity, controlled from tableside.
SmartMask uses the reference image displayed on the reference monitor.
Any previously acquired image can be used as reference.

SmartMask facilitates pre- and post- intervention comparisons to assess treatment results

16 ****NCVA121** **FULL AUTOCAL** **1**

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

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

17 ****NCVA784** **Ventricular Quant.Sw pkg(Xper)** **1**

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

Functions:

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

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

Comprising:

- software license

Compatible with:
. Allura Xper FD 10 Rel 3 and FD10/10 Rel 2 onwards
. Allura Xper FD20 Rel 2, FD20/10 Rel 2 onwards

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Line #	Part #	Description	Qty
18	**NCVA785	**Coronary Quant.Sw pkg(Xper)**	1

Functions:

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

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

Comprising:

- software license

Compatible with:
. Allura Xper FD 10 Rel 3 and FD10/10 Rel 2 onwards
. Allura Xper FD20 Rel 2, FD20/10 Rel 2 onwards

19	**NCVA786	**Vascular Quant.Sw pkg(Xper)**	1

Functions:

- vessel diameter / stenotic index
- automated vessel analysis
- calibration routines

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

Compatible with:

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

20	**NCVB867	**iE33 / EPIQ Video coupling**	1

The iE33 / EPIQ Video Coupling feature has been designed to integrate iE33 / EPIQ ultrasound images into the interventional suite. It provides the required infrastructure to display iE33 / EPIQ images on the exam room monitors.

21	**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.

22	**NCVA098	**Pulse Cath Arm Support**	1

Line #	Part #	Description	Qty

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

23 ****NCVA101** **Peripheral X-ray Filter** **1**

Set of flexible x-ray filters to provide an uniform density in angiographic examinations of the lower peripheral area.
Comprising:
- one central filter, at the top edge provided with sizing markers at every 5 cm, length : 1 m
- two side filters, length: 1 m

24 ****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

25 ****NCVB199** **Table top brake kit for the Xper Table** **1**

The table top brake kit prevents the table top from floating in case of a power off situation.
A friction brake is applied to stop the longitudinal and lateral movement of the table top.

26 ****FCV0510** **Long mattress cardio** **1**

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

27 ****FCV0017** **CABLE CARRIER CS** **1**

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

28 ****980306640009** **Black Anti-Fatigue Floor Mat w/ Blue Logo** **1**

Blue Anti-Fatigue Floor Mat w/ Logo

29 ****980406041009** **Rad Shield w/ Arm (Contoured) 61X76** **1**

Contoured Rad Shield with Arm rest. 61X76

30 ****980406190009** **PIVOTING TABLE-MOUNTED RADIATION SHIELD** **1**

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

The table mounted radiation shield provides the following features:

Line #	Part #	Description	Qty

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

The table mounted radiation shield includes:

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

Docking device for wall mounting.

31 ****989801220012** **Cable Spooler** **1**

32 ****989801220037** **M LED 3MC Light** **1**

MAVIG M3 MC LED - Multi Color / power Supply Included
Includes Portegra2 Ext Spring Arm 75/90cm

33 ****989801220158** **Mark 7 Arterion, Table Mount** **1**

The Mark 7 Arterion Injection System is the latest in MEDRAD's "Mark" series of angiographic injectors. Compared to earlier systems, the Mark 7 Arterion injector head is lighter and easier to use so you can focus more on the patient.
The clear and intuitive user interface guides you through proper set-up, and highlights the information you need to perform safe procedures.
Unique to the market, the front load system simplifies set-up and makes for a cleaner tear down.
The clear syringe provides a higher level of confidence that you are ready to inject.

Made from a clear material, the Mark 7 Arterion syringe (Catalog ART 700 SYR) allows you to easily view the inside of the syringe for smoother purging of air. And MEDRAD's famous fluid dots are still there to help-round for fluid, oval for air.
The table mount injector solution ensures the contrast injector is conveniently placed and always available when it is needed. It provides a clean workspace without occupying valuable floor space.
System includes:

- Table Mount
- display control panel
- 6 ft. coiled hand switch
- operation manual (CD)
- 10 ft. head cable
- syringe heat maintainer
- imaging system interface cable for the Allura / Allura Xper
- consumables starters kit

For the MEDRAD Mark7 Injector system Philips is only the distributor. MEDRAD provides the service as well as the application support of both versions unless stated differently in the Philips Service Agreement

System Specifications:

Line #	Part #	Description	Qty

- Flow Rate 0.1-45.0 ml/s in 0.1 ml increments
- 0.1-59.9 ml/m in 0.1 ml increments
- Volume 1-150 ml in 1 ml increments
- Pressure Limit 100-1200 psi in 1 psi increments
- (150ml syringe) 689-8273 kPa in 1 kPa increments
- Rise Time 0.0-9.9 seconds in 0.1 increments
- Delay Time 0.0-99.9 seconds in 0.1 increments
- Fill Speed 1-20 ml/s
- Fill Volume 1-150 ml
- Syringe Size 150 ml
- Syringe Heat Maintainer 35 °C (95 °F) ± 5 °C (9 °F)
- Protocol Memory 40 Protocols
- Injection Memory History

34 ****989801220273** **Ceiling Track w/Column & Handle Ext** **2**

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

35 ****989801292098** **IXR Additional Training 16 Hours OnSite** **1**

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

36 ****989801292102** **CV Full Travel Pkg OffSite** **2**

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

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

37 ****NCVC005** **Equipment Rack DVI** **1**

The Equipment Rack for EP cockpit allows users of the Philips Allura Xper system to organize all the equipment used in an EP Lab on one moveable rack and removes cable clutter through a cable conduit. This provides a much "cleaner" organized look for the busy EP Lab.
The ceiling-mounted Equipment Rack, located in the Exam Room, can support 3rd party equipment. Cabling for this equipment is guided up through the ceiling mounted suspension. It can be moved by swiveling the ceiling mounted boom. The Equipment Rack can be positioned within a circular range of 1.6 meters.
The Equipment Rack consists of:
• 5 shelves and 1 drawer with flexible mounting position and can support 150kg of equipment weight.
• An infusion extension rod
• An extension arm with a standard VESA mounting plate, on which different types of equipment can be mounted

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Line #	Part #	Description	Qty

• A Wall Connection Box (1 of the standard EP cockpit Wall Connection Boxes) with Power (230V, 50Hz), Grounding, Network (RJ45), Keyboard/mouse (USB) and Video (DVI) connections
• 10 country-specific power connectors
Note: For USA/Canada 16 country specific power connectors
• 4 Ethernet network connectors
• Ergonomically operating handles with pneumatic brakes
• Standard gas outlets for O2, NO2, and Vacuum
Notes:
• Life-supporting equipment cannot be connected to the Equipment Rack.
• Medical equipment with dedicated keyboards or displays should not be connected without consent of the manufacturer. Please contact your 3rd party equipment vendor for information and clearance.
• Please contact 3rd party equipment vendor for information and clearance in case of cable routing through equipment rack.
• The Wall Connection Box can be used to connect 3rd party equipment that complies with the following requirements:
• Qualified medical electrical equipment [IEC 60601-1]
• IEC 950 only if connected to an EP cockpit Wall Connection Box mains (230V) connection in the Control Room or otherwise isolated from hospital mains according IEC60601-1.
• Connected to the same earth as the Philips Protective Conductor Bar (PPCB).
• Can be operated with a standard AT 101-key US English keyboard connected through a USB connection.
• Provide video-output that matches the display range of the Color monitor that is used for display. Most display formats up to 1600x1200 are supported.

38	**989600207421	**Equipment rack Predelivery set**	1

Pre-delivery for Equipment Rack.

39	**NCVC413	**Electrical Accessory kit OSC**	1
40	**NCVC414	**Pre-Install Bracket**	1
41	**NCVC415	**Pneumatic Regulator**	1
42	**989600213942	**AD5 TO XPER TABLE ADAPT. PLATE**	1
43	SP059B	**Universal Power Supply**	1

Philips Power Solutions 25 kVP UPS for fluoro coverage on FD20 system.

44	Third Party Item	**Baritric table extension**	1

CFI Bariatric table extension with straps for AD7 table.

45	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.

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Line #	Part #	Description	Qty

Product: GE NOVA
Serial Number: 1-W1IGI
Manufacturer: GE MEDICAL SYSTEMS CAPITAL

Trade-In authorization number: 34175

Trade-In Value: $16,000.00

De-install Date: 12/15/2014

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;
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
Mono Closer 2014Q4	All orders for this promotion must be received on or before Dec. 31, 2014.

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LIST PRICE	$2,539,440.00
DISCOUNT	$1,450,336.80
TRADE IN AMOUNT	($16,000.00)
NET PRICE	$1,073,103.20

Buying Group: HEALTHTRUST PURCHASING GROUP Contract #: Multi Modality GB Q3-Q4 2014

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	**FCV0604	DoseAware Bundle	1	$18,334.98	$18,334.98	_____

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

Attachment 3

Equipment Comparison Table

	Existing Equipment	*Replacement Equipment*
Type of Equipment	Single plane	Single plane
Manufacturer of Equipment	GE	Philips
Model Number	Innova 2000	AlluraClarity FD20
Serial Number	84296VP3	TBD
Method of Identifying Equipment	System ID- 919934JCL	TBD
Specify if Mobile or Fixed	Fixed	Fixed
Date of Acquisition	August 2002	2014
Does JHSC Hold Title to Equipment or Have Capital Lease?	Title	TBD
Specify if Equipment Was/Is New or Used When Acquired	New	New
Total Capital Cost of Project	$2,140,680	$1,388,310.20
Total Cost of Equipment	$1,372,343	$1,073,103.20
Fair Market Value of Equipment	$1,372,343	$1,073,103.20
Net Purchase Price of Equipment	$1,372,343	$1,073,103.20
Locations Where Operated	Johnston Health	Johnston Health
# of Days in Use in N.C. Per Year	365	365
Percent of Change in Patient Charges	NA	None
Percent of Change in Per Procedure Operating Expenses	NA	None
Type of Procedures Performed on Equipment	Cardiac Cath/EP Studies	Cardiac Cath/EP Studies