PRESTON STRATEGY GROUP

EQR2023-001

RECEIVED
Nov 28 2022
STATE HEALTH PLANNING AND DEVELOPMENT AGENCY

FILED: shpda.online@shpda.alabama.gov

November 28, 2022

Ms. Emily T. Marsal
Executive Director
State Health Planning and Development Agency
100 North Union Street, Suite 870
Montgomery, AL 36104

RE: Southeast Health Medical Center
Equipment Replacement

Dear Ms. Marsal:

Attached please find an executed Request for Determination of Exemption Status for Replacement of Existing Equipment for Southeast Health Medical Center in Houston County.

The document has been properly signed and notarized. The filing fee has been received by the State Health Planning and Development Agency.

Please let me know if you have any questions or need any additional information at this time.

Sincerely,

Stephen D. Preston

P.O. Box 2183 Fairhope, AL 36533

RECEIVED
Nov 28 2022
STATE HEALTH PLANNING AND DEVELOPMENT AGENCY

State Health Planning and Development Agency

Mailing address: Post Office Box 303025, Montgomery, Alabama 36130-3025
Street address: 100 North Union Street, Suite 870, Montgomery, Alabama 36104

Request # EQR2023-001
Date Rec. _____
Received by: _____

REQUEST FOR DETERMINATION OF EXEMPTION STATUS FOR REPLACEMENT OF EXISTING EQUIPMENT

A filing fee in the amount of $1,854.53 has been submitted with this application.

REQUESTER IDENTIFICATION (Check One) HOSPITAL (X) NURSING HOME (___)
OTHER (___) (Specify) _____

A. Houston County Healthcare Authority dba Southeast Health
Name of requester

1108 Ross Clark Circle	Dothan	Houston
Address	**City**	**County**

Alabama	36301	(334) 793-8111
State	**Zip**	**Phone**

B. _____
Name of Facility/Organization (if different from A)

Address	**City**	**County**

State	**Zip**	**Phone**

C. Houston County Healthcare Authority dba Southeast Health
Name of Legal Owner (if different from A or B)

1108 Ross Clark Circle	Dothan	Houston
Address	**City**	**County**

Alabama	36301	(334)793-8111
State	**Zip**	**Phone**

D. Rick Sutton, Chief Executive Officer
Name and Title of Person Representing Proposal and With Whom SHPDA Should Communicate

1108 Ross Clark Circle	Dothan	Houston
Address	**City**	**County**

Alabama	36301	(334)793-8111
State	**Zip**	**Phone**

DESCRIPTION OF EQUIPMENT TO BE REPLACED	DESCRIPTION OF PROPOSED NEW EQUIPMENT

A. Manufacturer:

Philips	Philips

Serial #

515

B. Model:

Allura Xper FD10/10	Azurion 7 C20

C. Name of equipment:

Allura Xper FD10/10	Azurion 7 C20

D. Fair market value of equipment at present:
Allura Xper FD10/10 $10,000

E. Cost of equipment (include written price quote):
$927,264.00

F. Describe use of current equipment:
The current equipment has been used to perform diagnostic and interventional cardiac catheterizations/procedures.

Describe use of proposed equipment:
The proposed equipment will be used to perform diagnostic and interventional cardiac catheterizations/procedures.

G. List any attachments or additional procedures associated with this equipment that could not be performed by old equipment:

The proposed equipment will not perform any additional procedures from what the current equipment can perform

H. Can any procedures be performed with the proposed new equipment that cannot be performed with the replaced equipment? If yes, describe in detail:

The proposed equipment will not perform any additional procedures from what the current equipment can perform

I. Location of existing equipment (include room #):
II.
Existing equipment is located on the 1st floor of the Southeast Health Heart & Vascular Center. More specifically the equipment is located in Room 1 of Invasive Cardiology Department.

J. List specially trained or qualified personnel necessary for operation of equipment:

Current Invasive Cardiology staff: Registered Nurses, Radiology Technicians, and Cardiologist are trained to operate this equipment.

K. What use will be made of old equipment when replaced?

(Trade in on new equipment, used as back up, save for parts, etc.)

The old equipment will be traded in on new equipment.

L. List job titles of any additional personnel that will be required to operate the new equipment.

Not applicable

M. Describe any renovation or new construction that will be necessary for the installation of the replacement equipment and cost.

For the installation of the replacement equipment alterations will occur. The alterations include replacing cabinetry in the room, replacing the floor, and the electrical work in room 1. The renovation cost should not exceed $165,000

N. Describe any new annual operating cost associated with this project such as maintenance contracts, salaries of new employees hired due to equipment, etc.

There should not be any new annual operating cost associated with this replacement.

III. COST

A.	Equipment costs (Costs have to be supported by price quote on manufacturer's stationery or letterhead.) Cost of equipment only; do not list lease cost.	$ 927,264.00
B.	Less trade-in of old equipment	$0.00
C.	Total cost of equipment	$ 927,264.00

Calculation of fee for this determination:

Multiply dollar amount in III.C. (total cost of equipment) times 1% (the application fee for a Certificate of Need); 20% of this amount is the application fee for non-rural hospitals.
For rural hospitals, the application fee is 25% of the application fee as calculated above for non-rural hospitals.

Include manufacturer's literature on old equipment, if available, and on the new equipment.

Include any other information pertinent to the determination.

The Executive Director may request any other information, which is relevant to his decision.

IV. CERTIFICATION

I certify that the information provided herein is true and correct and that there is no additional information, which would be pertinent to this application, which has not been provided. Further, I understand that any misrepresentation on this application or failure to include relevant information may void any favorable determination secured by such misrepresentation or omission.

Signature of Applicant

Richard O Sutton CEO
Applicant's Name and Title
(Type or Print)

11/4/22

Sworn to and subscribed before me this

4th day of November, 2022.

Helen L. Henderson
Notary Public (affix seal on original)

PHILIPS HEALTHCARE
A division of Philips North America LLC
414 Union St, 2nd Floor
Nashville, TN 37219

PHILIPS

Quotation #: 1-2RVUW1U	**Rev:** 8	**Effective From:** 21-Sep-22	**To:** 20-Nov-22

Presented To:

SOUTHEAST HEALTH
1108 ROSS CLARK CIR
DOTHAN, AL 36301-3024

Tel:

Alternate Address:

Presented By:

Justin Helms
Account Manager
Tel: (256) 590-3943
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Bethann Griffith-Subik
Regional Manager
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Date Printed: 21-Sep-22

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
	100237 Azurion 7 M20	1	$927,264.00
	100249 Azurion Upgrades	1	$57,760.00
		Equipment Total:	$985,024.00

Solution Summary Detail

Product	Qty	Each	Monthly	Price
100237 Azurion 7 M20	1	$927,264.00		$927,264.00

Buying Group: **SOUTHEAST HEALTH** **Contract #:** **CAA0038200**

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 **0% Down, 80% Upon Shipment, 20% Due When the Product is Available for First Patient Use, Net 30 due upon receipt**

100249 Azurion Upgrades	1	$57,760.00	$57,760.00

Buying Group: **VIZIENT SUPPLY LLC** **Contract #:** **XR0703 CV**

Addt'l Terms: **This purchase is governed by the terms and conditions applicable to Customer Member of the specific Vizient Contract # above, as well as any Philips Standard Terms and Conditions of Sale (available on the Vizient Member Portal) to the extent not in conflict with the applicable Vizient Contract 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 **0% Down, 0% Upon Shipment, Due When the Product is Available for First Patient Use, 100% due upon Invoicing Net 30**

Quote Summary

100237 Azurion 7 M20

Qty	Product
1	NNAT214 Azurion.7 C20 Catalyst Upgrade
1	NCVA082 Intercom
1	NCVA088 Standard line rate video input/output.
1	FCV0834 coupling to video switching
6	FCV0588 FCV0588 - Isolated Wall Connection Box
1	NCVD069 ClarityIQ.
1	FCV0246 Mattress
2	FCV0824 video WCB on rear side 1st MCS
1	NCVB160 Floorplate not reused
1	NCVD099 Quantitative Coronary Analysis
1	NCVA694 Subtracted Bolus Chase
1	NCVD061 optional ref monoplane
1	NCVD220 MRC200+ GS 04/07
1	NCVA783 table pivot option
1	NCVC199 Wireless footswitch: mono-plane version
1	NCVD064 extension to FlexVision Pro
1	NCVD072 SmartMask Monoplane
1	NCVD138 table tilt option
1	NCVD081 Touch Screen Module Pro
1	NCVD076 extension to 30Fr/sec (mono)
1	NCVD078 FD Dual Fluoro monoplane
1	NCVD032 FlexVision XL HD + 2 LCD's
1	FCV0625 FCV0625 - Table mounted radiation shield
1	989600205302 FLOORPLATE AD5/AD7(NONSWIVEL)
1	459800660501 Clip rail 390 cm G-Stand
1	459800938361 459800938361 - Clip rails for MCC (390cm)
1	459800706722 MONITOR CEILING CARRIAGE
4	459801079651 Cabinet Rear Cover
1	FCV0703 Wall Connection Box 1
1	989801229902 Low Load Fluoro (LLF) UPS - 5
1	989801229910 RAD SHIELD W/ARM (CONTOURED) 61X76
1	989801220012 Cable Spooler
1	989801220068 10 Meter DVI Cable Set

Quote Summary

100237 Azurion 7 M20

Qty	Product
1	989801220273 Ceiling Track w/Column & Handle Ext
2	989801220375 Black Anti-fatigue Floor Mat w/logo.
1	989801220389 One Monitor Cart
1	989801220397 Lamp Y LED 1F
1	NNAT259 Azurion Follow Up Educ Pkg
1	SP059R Service Items
1	SP019 Trade in Allowance

Quote Summary

100249 Azurion Upgrades - Serial

Qty	Product
7	FCV9067 Support & allowance, large
1	NCVA999 Order handling surcharge
1	SEBLRSVNP1 Customer Note

100237 Azurion 7 M20

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	**NNAT214	Azurion.7 C20 Catalyst Upgrade	1

Azurion 7 C20 Catalyst Upgrade

Advanced solution for vascular, non-vascular, embolization to interventional oncology procedures

Key benefits

Optimized utilization of your lab by procedure based workflow
Superb image quality to evaluate small details and vessels with clarity.

Intuitive user interaction delivering an easy to use, easy to learn system

The Philips Catalyst Conversion Program is a cost-effective way to transform your current system into the Philips Azurion 7 FC20. The end result after conversion is fully equal to a completely new Philips Azurion 7 C20 system, including lifetime support, compatibility, functionality, upgradeability and technology protection options.

Like4Like [L4L] is optionally available as a value-up offer. By bundling the Catalyst system with Technology Maximizer, Like4Like [L4L] included at zero incremental cost, enabling the conversion of selected Interventional tools and Clinical Quantification Software currently installed onto the old system to the new Catalyst Azurion configuration. This is handled as an early delivery of the underlying Technology Maximizer agreement. This L4L conversion is included Free of Charge when the Catalyst system is purchased with a Technology Maximizer agreement (Basic, Plus, or PRO).Includes the newest and latest Interventional WorkStation. Requires subscription to Technology Maximizer.

Changing interventions

With our Live Image Guidance we aim to remove barriers to safer, effective and reproducible treatments, delivering clinical value where its needed most - at the point of patient treatment. Intelligent and intuitive integration of live imaging, patient information, and procedure-based applications optimize real time therapy guidance.

The 7 series C20 ceiling system is designed to enhance all the different procedures your interventional lab faces, from vascular, non-vascular and embolization to interventional oncology

procedures. This future proof solution is designed around a single, standardized hardware and software platform that can be upgraded and expanded as new needs arise or requirements change. Its architecture is made to easily integrate with third party applications and devices. A new workflow approach aims to support interventional teams in carrying out procedures for their patients, consistently and efficiently with great ease of use.

The Philips Azurion 7C20 uses a range of Procedure Cards to help optimize and standardize system set-up for your cases, from routine to mixed procedures.

Procedure Cards can increase the consistency of exams by offering presets (e.g. most-frequently used, default protocols and user-specified settings) on procedure-, physician- or departmental level. In addition, hospital checklists and/or protocols can be uploaded into the Procedure Cards to help safeguard the consistency of interventional procedures and help to minimize preparation errors.

The Philips Azurion 7 C20 interventional X-ray suite has been specifically designed to save time by enabling the interventional team to work on all activities in the exam room - and at one or more work spots in the control room at the same time - without interrupting each other. This leads to higher throughput and faster exam turnover and contributes to quality of care.

To improve dose management, Philips Zero dose positioning enables you to move the stand and table to the region of interest shown on the last clinical image hold before a new acquisition is started, without any radiation.

Specifications

The Philips Azurion series contain a number of features to support a flexible and patient centric procedural workflow.

The Philips Azurion series (within the limits of the used Operating Room table) are intended for use to perform:

Image guidance in diagnostic, interventional and minimally invasive surgery procedures for the following clinical application areas: vascular, non-vascular, cardiovascular and neuro procedures.

Cardiac imaging applications including diagnostics, interventional and minimally invasive surgery procedures.

The Philips Azurion 7 C20 system comprises five functional building blocks:

1. Geometry

2. X-ray Generation

3. Image Detection

4. User Interface

5. Viewing

Each functional building block is explained in further detail including accessories.

1. Geometry

A. 7 C20 stand

The Philips Azurion 7 C20 stand is a stable assembly of a C-arm and a ceiling suspended L-arm. The X-ray tube and the flat detector are integrated into the C-arm. This provides a compact assembly completely free from the floor, with maximal positioning flexibility and unrestricted access to the patient. The robust design ensures excellent reproducibility of projections, needed in for example subtracted imaging procedures and advanced 3D imaging. The L-arm can be rotated and 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.

B. Patient Support

The patient support provides very light manual float movement, even for heavy patients, thanks to the mono-bearing technology. The long flat carbon fiber tabletop provides ample space to place e.g. catheters and endovascular tools. On customer request, the standard table top can be replaced by a table top for neuro procedures. This table top has a smaller width at the head end for better imaging results in neuro procedures. It comprises:

Table top length of 319 cm, width 50 cm (neuro table top is 45cm at head end)

Metal-free cantilever 125 cm

Floating table-top movement of 120 cm longitudinal and 36 cm lateral float range

Motorized height adjustment range is 74 -102 cm cm for a table without swivel nor cradle/tilt.
Maximum cantilever of 223 cm , for full patient coverage

Table tilt +17 /-17 degrees (optional)

Table cradle +15 / -15 degrees (optional)

Pivot range 270 degrees (-90 to +180 or +90 to -180 degrees), table can be locked at any position and has stops at 0, +/-13, +/- 90 and +/- 180 (optional)

Table swivel, 78.2 cm longitudinal displacement, motorized (optional).

Maximum load: 250 kg (up to 250 kg patient weight plus 25kg accessorie) plus 500 N for CPR in any longitudinal position of the table top

The UIM modules are not accessories; make consistent with "AD7 accessories Cardiac"

The Philips Azurion system can be fitted with a comprehensive set of accessories to help you perform your procedures as conveniently as possible. Included are:

Cerebral filter

Drip stand

Rail accessory clamp

Set of cable holders

Patient straps

Arm Support Board
Set of Elbow Supports

Head Support

Lower Body Protection

Black anti-fatigue floor mat w/logo

Mattress

The mattress is a slow recovery foam mattress with a density of 58 kg/m3. The mattress has a thickness of 7 cm and adapts to the body shape of the patient. It makes the pressure being divided equally and it recovers when the patient is taken off the mattress. The light yellow cover is easy to clean. Patients are more relaxed due to the comfort of this mattress.

Prep Table for Volcano

Prep Table for Volcano prepares the table with the cabling needed for an integrated version of the Volcano IntraSight system. This preparation will facilitate the installation of the integrated system and reduce the cable clutter around the table. The user interface can be placed on the table OP rails, while the Volcano IntraSight unit is typically placed in the control room. The Volcano IntraSight Bedside Utility Box (BUB) that is used to connect the IVUS and FFR PIM cables can be stored on the Auxiliary OP-Rail mounted at the foot of the table base.

The Prep Table for Volcano option cannot be purchased in combination with Swivel AND Prep Table for Table Mount Injector.

Content:
OP rail at table foot
Cables

2. X-ray Generation

A. Generator

The 7 C20 system comprises an integrated, micro-processor controlled Certeray generator based on high frequency converter technique. The user interface control of this X-ray Generator is incorporated in the touch screen module, review module, and the on-screen displays. The Certeray generator comprises:

X-ray generator 100 kW

Voltage range is 40 - 125 kV

Maximum current 1000 mA at 100 kV

Maximum continuous power for fluoroscopy: 1.5 kW

Program selection:

Pulsed X-ray up to 3.75 , 7.5 , 15 , 30 (optional), 60 (optional) 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 1 ms

ECG triggered acquisition: allows acquiring one exposure for each QRS peak with selectable delay time (optional)
Automatic kV and mA control for excellent image quality prior to run to save dose
X-ray tube load incorporated in the Certeray generator

Pulsed X-ray for (subtracted) acquisition up to 12 frames/s for vascular applications

B. X-ray tube

The 7 C20 system has the Maximus ROTALIX Ceramic grid switch tube assembly MRC200+ GS 0407 integrated.

The MRC 200+ GS 04 07 tube assembly and cooling unit CU 3101 for cardiovascular systems comprises:

0.4/0.7 mm nominal focal spot values maximal 30 and 65 kW short time load

Grid switching at pulsed fluoroscopy and low load exposure (to eliminate soft radiation and improve image quality)

Continuous loadability: 3500 W (at 21 degrees C room temperature) / 4000 W (= Max assembly continuous heat dissipation)

Application of SpectraBeam dose management

Tube housing is oil cooled with thermal safety switch

Maximum anode cooling rate of 1750 kHU/min
Anode heat storage capacity of 6.4 [MHUeff]

C. System intrinsic

Fully digital imaging chain in maximizing the utilization and technology of the x-ray generator, x-ray tube, flat detector and image processing.

Customizable EPX protocols to each application according to user preferences for different composition of dose rate, pulse speed, filter setting, and image processing (noise reduction, adaptive contour enhancement, adaptive harmonization)

Built-in SpectraBeam filtering of low energy radiation to improve image quality and dose efficiency with MRC200+ X-ray tubes.

Pre-filters of 0.2, 0.5 and 1.0 mm CU equivalent

Automatic cardiac wedge positioning

X-ray depth collimator with single semi-transparent wedge filter with manual and automatic positioning.

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.

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

D. User selections

Removable anti-scatter grid to lower x-ray dose for pediatrics (grid ratio 12:1)

ECG triggered acquisition, offering the possibility to acquire images at the same phase of the heart cycle. This applies to the low dose fluoro and exposure program for EP applications. This allows patient dose reduction by lowering the pulse rate to 1 pulse per heart and let the physician still focus on relevant items (optional)

Three programmable fluoroscopy modes can be selected from the control module. Each mode has a different composition of dose rate, pulse speed, filter setting, and image processing (noise reduction, adaptive contour enhancement, adaptive harmonization)

Roadmap Pro can be selected from the control module.

In the first Roadmap phase a vessel map is created by live fluoroscopy or by selecting an exposure image (SmartMask) with a vessel map which, in the second Roadmap phase, is superimposed with subtracted live fluoroscopy.

Roadmap Pro features Smart Settings in special clinical modes that are optimized to visualize special materials such as coils and glue.

Acquisition runs can be done without losing the vessel map of Roadmap Pro.

Live processing of the vessel map, the device map and the landmark map can be done on the touch screen module.

Field of View (FoV) can be altered during the second phase.

Xres for vascular procedures is standard part of Roadmap Pro.

E. User dose awareness

DoseWise program: Philips DoseWise program is a set of techniques, programs and practices built into the X-ray system that ensures excellent image quality during each interventional application, while at the same time reducing x-ray dose at every opportunity. The DoseWise comprises of three building blocks to help reduce x-ray dose without compromising diagnostic quality: system intrinsic, user selection and awareness.

On-system monitor display provides and displays body zone specific Air Kerma data (10 zones for cardiac applications) in numeric and graphical bars.

Graph displays the accumulated Air Kerma dose for the particular body zone of the actual projection

When the accumulated Air Kerma dose of the particular body zone reaches the critical skin dose level of 2 Gy, it will be indicated on the display and made visible to the x-ray operator.

Radiation Dose Structured Report

Collection of dose relevant parameters and settings and export to a DICOM database (e.g. PACS) (dose information is sent in MPPS message not as Radiation Dose Structure report), 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. Also, typical system usage can be extracted from the data, helping to identify root causes behind deviations and measures to improve.

Analysis of individual patient cases: using dose levels and system usage per procedure

Alerting for high dose cases, timely identifying patients at risk or deterministic effects, for proper follow-up.

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.

3. Image Detection

The system has a 20 inch flat panel image detector. This detector can be rotated over 90 degrees from portrait to landscape and vice versa.

The image chain with the 20 inch flat panel image detector comprises the following:

A 30 cm by 40 cm (20 in.) diagonal 8 mode Dynamic Flat Detector subsystem for fluoroscopy and cine-fluorography.

8 modes 30*38/30*30/26*26/22*22/19*19/16*16/13.5*13.5/11*11 cm, Dynamic Flat Detector

The outer detector physical h ousing is 36 x 47.2 cm

The digital output of the Flat detector is 2480*1920 pixels at 16 bit depth.

The pixel pitch is 154 micron by 154 micron

The DQE(0) is >77% providing high conversion of X-ray into a digital image, while maintaining a high MTF.

Philips Azurion offers a storage capacity of (optionally extendable) of 50,000 images at matrix size of 1024 x 1024, in 8 or 10 bit depth. With a matrix size of 2048 x 2048 this is 12,500 images. Maximum number of examinations is 999, with no limit to the maximum number of images per examination.

Xres is a multi-resolution spatial temporal noise reduction and edge enhancement filter for interventional applications. Xres exploits the full benefits of dynamic digital flat detector imaging to enhance sharpness and contrast and has been designed to reduce noise in fluoroscopy and exposure runs. The settings for Xres Cardio can be customized to improve image quality.

Xres is a Philips unique image processing algorithm developed at Philips Research for medical applications. Xres is used with Philips MR and US scanners next to Philips Azurion systems.

4. User Interface

User Interface in Examination Room

The User Interface comprises a variety of User Interface modules in the Examination Room. There is the On-Screen Display, the touch screen module, Viewpad and the control modules.

The On-Screen Display is positioned on the left side of the live/ref monitor. The following system information is displayed:

X-ray indicator

X-ray tube temperature condition

Gantry position in rotation and angulation

Source Image Distance

Table height

Table top tilt and cradle angle, if applicable

Detector field size display

General System messages ()

Selected Frame speed ()

Fluoroscopy mode ()

Integrated fluoroscopy time ()

Skin Dose: dose rate during X-ray, cumulated dose when no X-ray ()

Dose Area Product: dose rate during X-ray, cumulated dose when no X-ray ()

Graphical bars for Body Zone specific dose-rate and accumulated skin dose levels, related to the 2 Gy level (for cardiac applications)

Stopwatch

Touch screen module

The touch screen module is provided for use at either the tableside or in the control room. Optionally, it is possible to connect in parallel up to three touch screen modules on the system. The touch screen module has a touch screen, which can be operated when covered with sterile covers. The touch screen module includes multi-modality function that allows control of (depending on configuration):

3rd party equipment (e.g. IntraSight, CX50, Interventional Tools, EchoNav, DoseAware)

Monitor layout (Flexvision, switchable viewing)

X-Ray settings (Collimation, Projections, Table, Series and Processing)

Quantitative Analysis (optional) User can only start QA from the touch screen module. No controls like coronary analysis, left ventricular and vessel analysis can be performed on the touch screen module.

Operation of Xcelera, XperIM and IntelliSpace Portal viewing (optional)

Operation of CX50 Ultrasound (optional)

Viewpad

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

Run and image selection

File and run cycle

File overview

Store to Reference image file

Copy image to photo file

Digital (fixed) zoom and panning

Recall reference images, which means switching control of Viewpad function from life to reference monitor

Laser pointer, intended to point at regions of interest on the image monitors

LED indication of laser pointer on/off and battery low

Subtraction on/off

Remasking

Landmarking
Access flat detector rotation

User Interface in Control Room

The control room comprises a review module, data color monitor and review monitor. The data and review functions are controlled by a single keyboard and mouse. The review module offers the basic functions for review. The most prominent functions can be controlled by the push of a button. The review module comprises the following functionality:

Power on/off

File and run cycle

File, Run, and Image stepping

Run and file overview

Reset fluoroscopy timer

Enable/disable X-ray

Geo disable

Acquisition monitor. A standard keyboard and mouse control the user interface. The acquisition monitor is intended to follow live case in the ER. System information is displayed on the bottom of the monitor:

Stopwatch and Time

System guidance information

Dose Area Product (DAP) and Skin Dose, as dose rate during X-ray and cumulative dose at no X-ray

Frame speed settings, fluoroscopy mode, and accumulated Fluoroscopy time

Exposure and fluoroscopy settings as Voltage (kV), Current (mA) and time (ms)

Geometry information as rotation, angulation, and SID

The acquisition monitor is designed for standard workflow based on scheduling, preparation, acquisition, review, report, and archive.

Scheduling

In the scheduling page it is possible to add new patients (either querying from RIS/CIS or by creating patient locally). 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 Philips Azurion 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.

Procedure Cards

Procedure Cards provide the information of room and patient preparation for each individual physician. Procedure Cards are customizable per setting and allow each physician to provide their own room protocols. Procedure Cards is intended to make hard copies of the protocol instructions redundant.

Acquisition

The acquisition page contains information on the currently selected patient.

Reviewing

The review page allows for reviewing of patients:

Previous examination cases

Review of other DICOM XA or DICOM SC studies.

Archiving

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

With Philips Azurion the control room comprises of an acquisition monitor

and a review monitor. The review monitor is a 24 inch color TFT-LCD medical grade monitor.

The Graphical User Interface on the Review monitor has the following features and

possibilities:

Step through file, run, or images

File, and run overview

Contrast, brightness, and edge enhancement settings

Flagging of runs or images for transfer

Applying text annotation in images

DICOM printing if available

Executing Quantitative Analysis Packages if available

Subtraction functionality

This system is delivered with printed instructions for use and/or electronic instructions for use, as well as a quick start leaflet. A printed paper instructions for use can also be ordered at no additional cost.

5. Viewing

A. Viewing in Examination room

Philips Azurion systems come with one 27 inch high brightness color medical grade LCD monitor for clinical image display in the Examination room. This LCD monitor is intended for viewing in the examination room and is designed for medical applications. The monitors is used for combined viewing of live images and reference display. Selection and storing of live to reference monitor is controlled by the infra-red remote-control viewpad or via touch screen module.

The On-Screen Display provides status information on stand rotation-angulation, table height, 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 Air Kerma dose.

The main characteristics are:

27 inch high brightness color TFT-LCD display

Native format 1920x1080 Full HD

10 bit gray-scale resolution with gray-scale correction

Wide viewing angle (approx. 178 degrees)

High brightness (max 650 Cd/m2, default 400 Cd/m2)

Long term luminance stability through backlight stabilization circuit

Automatic brightness control with backlight sensor
Control functions on side

User programmable and standard reference setting

On-Screen Display

Internal selectable lookup table for gray-scale transfer function, including DICOM

Internal power supply (100-240 VAC)

Integrated LCD protection screen

If applicable included is a flat monitor ceiling suspension for 2 monitors (2F MCS). MCS includes motorized height adjustment. The ceiling suspension allows flexible monitor positioning over a range of about 360 x 300 cm. At customer request, this 2 monitor MCS can be replaced by a 4 or 6 fold MCS or an MCS integration kit HD for non-Philips MCS. The MCS integration kit HD contains vital parts for system operation.

B. Viewing in Control room

Philips Azurion includes two 24 inch high brightness color LCD monitors. The color monitors are for acquisition and reviewing display.

The main characteristics for color monitor are:

24 inch color TFT-LCD display

Native format 1920x1080 Full HD

High brightness (max 400 Cd/m2, default 350 Cd/m2)

Wide viewing angle (approx. 178 degrees)

Long term luminance stability through backlight stabilization circuit

Automatic brightness control with backlight sensor
Control functions on side

User programmable and standard reference setting

On-Screen Display

Internal selectable lookup table for gray-scale transfer function, including DICOM

Internal power supply (100-240 VAC)

Integrated USB hub

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

The DICOM Image Interface transfers through its fast Ethernet link, making images available on-line within seconds. The archive process can be configured by X-ray settings. The images are sent out either in the background, or manually upon completion of the examination. The export

format is configurable in 512x512 or 1024x1024 matrix in 8 or 12 bit depth. The examination can be sent to multiple destinations for archiving and reviewing purposes. The 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.

Security

The Philips Azurion system runs on the Windows 10 Operating system and offers features such as OS Hardening, AppLocker, BitLocker & Device guard functionality

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.

Environmental

At Philips Healthcare, we feel the responsibility towards society and the environment. The latest 7 C20 system is a perfect example of our EcoVision program. By examining every aspect of the 7 C20 design and development through a green eye, we drastically reduced the products environmental impact.

Full System APC

Store and recall stand-related positions

Helps to save time and manage X-ray dose with automatic positioning

Positioning the X-ray system to visualize relevant anatomy from different perspectives can involve a great deal of time and many scout images during interventional procedures. To help save time and manage X-ray dose while working, the Automatic Position Controller (APC) provides an easy way for interventional team members to store and recall stand & table related positions. Operators can select a sequence from a pre-defined list or from positions stored during a procedure or use an image to define the position to be recalled.

Specifications

Different modes of Automatic Positioning Control for system are defined:

* Sequence: for recalling a list of user customizable positions of the stand
* Store / Recall: for storing and recalling stand positions during system use.
* Image Reference: an image is used to determine the stand & table position that has to be recalled
* Image Reference 3D: an image from a 3D work spot is used to recall.
* The operator can define a new point of the table (longitudinal, lateral and height) as the new iso-center and recall this table position.

Quantitative Vascular Analysis

Key benefits

Allows quantitative assessment of different size vessels such as aortic and peripheral
Aids confident decision making for device selection, approach angles and follow-up
Designed for efficiency with single click functions and fast results

Easily obtain objective assessment of aortic and peripheral vasculature

To support decision-making and allow quantitative assessment of vasculature during vascular interventions, the 2D quantitative vascular analysis option supports quantification such as aortic and peripheral artery dimensions of about 5 to 50 mm from 2D angiographic images. With one click, the relevant segment is detected and a visualization of the obstruction, healthy vessel, reference diameter, stenosis diameter and plaque area is created.

Specifications:

Automated vessel segmentation
Diameter measurement along selected segment
Automated obstruction analysis
Stenosis diameter, stenosis length
% stenosis diameter, % stenosis area
Automated and manual calibration routines
Store result page

Analysis of the targeted vessel segment has been simplified with the single click function. Position the mouse on or close to the stenotic area and click once to detect the relevant segment. The visualization shows the obstruction, healthy vessel, reference diameter, stenosis diameter and plaque area.

RIS/CIS Interface

This package allows communication of the X-ray system with a local information system (CIS or RIS).

Key benefits

Reduce errors in patient information
Facilitate X-ray dose management

Reduce data errors and facilitate X-ray dose management

Connecting the X-ray system with your local information system (CIS or RIS) helps streamline exam workflow and promote radiation management. The RIS/CIS DICOM interface package allows your X-ray system to communicate with a local CIS or RIS information system. The interface uses the DICOM Worklist Management (DICOM WLM) and Modality Performed Procedure Step (DICOM MPPS) standards.

If a hospital has an X-ray system and an information system it can receive patient and examination request information from the information system and report examination results to:

Eliminate the need for retyping patient information on the X-ray system
Prevent errors in typing patient names and registration numbers (ensuring consistency with IS information to prevent problems in archive clusters or to search for a name in case of later retrieval)
Inform the information system about the acquired images and radiation dose for each examination

Specifications

Upon request from the X-ray system the complete worklist with all relevant patient and examination data is returned from the IS to the X-ray system. For each patient the following information will be shown on the -ray system 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 X-ray system in case of an emergency or in case the local Information System connection is down.

On request of the clinical user the X-ray system will report the following information about the selected patient to the IS:

Patient Identification: Patient name, Patient ID, Birth date, Sex
Examination/Request Information: Accession number, Performed procedure step status start/end date and time, Performing physician's name, Referenced image sequence
Radiation dose: Total time of fluoroscopy, Accumulated fluoroscopy dose, Accumulated exposure dose, Total dose, Total number of exposures, Total number of frames

Further detailed information can be found in the X-ray system DICOM Conformance Statement. The interface requires an EasyLink (hardware and software) if the RIS/CIS is not compliant with DICOM WLM and DICOM MPPS.

Contrast Injector Interface

Simplify contrast injection timing and enhance imaging results

The Contrast Injector Interface allows the injection of contrast to be coupled to the start of X-ray acquisition. This simplifies contrast injection timing during interventions.

Specifications

The Contrast Injector Interface allows injection of contrast coupled to the start of X-ray acquisition, controlled by the X-ray ON button. The timing of the X-ray start related to the contrast injection is programmable.

Pan Handle

An optional extension of the control possibilities for floating movements of the table top in cardio vascular and neuro systems.

Key benefits

- Flexible positioning during cardio and neuro procedures
- Flexible positioning during cardio and neuro procedures

To allow more flexible positioning during cardio and neuro procedures, the pan handle option can be used to perform floating table movements. The pan handle provides a solid grip of the tabletop and can release and apply the tabletop brakes. It can be attached anywhere along the tabletop and accessory rails without affecting the floating range.

Specifications

- Pan handle with cable and connector
- Table-top attachment clamp
- Accessory-rail attachment clamp

Marker tool

Marker tool allows you to easily mark areas of interest on a 2D image. Clear and precise markings on the image as the marking scales with the image when its zoomed or panned

Key benefits

- Allows you to mark areas of interest to on a image during your procedure (e.g. to indicate where to put stent/grafts)

Enhance functionality on the touch screen module
This option extends the functionality of the touch screen module, allowing markings on images. Affordable alternative vs expensive 3rd party applications

Specifications
- Enhance functionality on the TSM
- Provides intuitive zooming an panning functionality (also during fluoroscopy)
- Turns the touchscreen into the marking device in order to improve communication during the procedure

Hemo on TSM

Control Xper Flex Cardio from table side

Key benefits
Helps to perform a complete hemodynamic study from tableside.
Optimizes workflow in the interventional lab by seamlessly integrating Xper Flex Cardio with the X-ray system.

The touch screen module interface acts as a remote control to the Xper Flex Cardio system. The "Hemo" menu on the touch screen module contains a subset of the Xper Flex Cardio features. Changes selected on the touch screen module will be displayed on the Xper Flex Cardio system.
Specifications
Now you can perform common FlexCardio features at table side:
SNAP (Auto record)
Obtain/Capture and store hemodynamic waveforms and ECG's
Cardiac Output measurements
Monitor scale and sweep speed
FFR measurements
NIBP measurement

Clinical Education Program for Azurion System:

Essentials Offsite Education: Philips will provide one (1) Cardiovascular Technologist, Registered Technologist, Registered Nurse, or other system operators as selected by customer, with in-depth didactic, tutorial, and hands-on training covering basic functionality and work-flow of the cardiovascular imaging system. In order to provide trainees with the ability to apply all fundamental functioning on their system, and to achieve maximum effectiveness, this class should be attended no earlier than two weeks prior to system installation. This twenty-eight (28) hour class is located in Cleveland, Ohio, and is scheduled based on your equipment configuration and availability. Due to program updates, the number of class hours is subject to change without notice. Customer will be notified of current, total class hours at the time of registration. This class is a prerequisite to your equipment handover OnSite Education. CEU credits may be available for each participant that meets the guidelines provided by Philips. Please refer to guidelines for more information. **In the event that an EP Navigator workstation has also been ordered, the offsite training course will be tailored to focus on the electrophysiology functionality of the Azurion system and the EPN workstation. Travel and lodging are not included, but may be**

purchased through Philips. It is highly recommended that 989801292102 (CV Full Travel Pkg OffSite) is purchased with all OffSite courses.

Essentials Virtual Training: Philips will provide an IGT virtual course enrollment for up to two (2) technologists as selected by customer. These provide a comprehensive and clinically relevant education to enhance operational efficiency and high-quality patient care. All courses have been approved via ASRT. Due to ASRT guidelines Continuing Education Credits will only be awarded to students who attend the entire course. No partial credits are available. Choose from:

Azurion FlexArm Essentials Virtual: This virtual offering is approximately 8 hours in length and may be spanned over multiple days. This modular training approach is broken out by topic with multiple Q&A sessions to address questions. This course consists of virtual instructor led training on a fully-operational Philips Azurion 7 Series with FlexArm system with imaging performed on phantoms. The course topics covered include, but are not limited to: procedure workflow, such as patient scheduling, and development of procedure cards, image acquisition, post-processing, study archiving, bolus chase, and rotational angiography and system customizations.

Azurion Cardiac Essentials Virtual: This virtual offering is approximately 8 hours in length and may be spanned over multiple days. This modular training approach is broken out by topic with multiple Q&A sessions to address questions. This course is ideal for staff who have a focus in Cardiac imaging and includes virtual instructor led training on a fully-operational Philips Azurion system with imaging performed on phantoms. The course topics covered include, but are not limited to: procedure workflow, such as patient scheduling, and development of procedure cards, image acquisition, quantitative analysis, cardiac swing, stentboost, study archiving, bolus chase for peripheral imaging, and system customizations.

Azurion Vascular/IR Essentials Virtual: This virtual offering is approximately 8 hours in length and may be spanned over multiple days. This modular training approach is broken out by topic with multiple Q&A sessions to address questions. This course is ideal for staff who have a focus in Vascular imaging and includes virtual instructor led training on a fully-operational Philips Azurion system with imaging performed on phantoms. The course topics covered include, but are not limited to: procedure workflow, such as patient scheduling, and development of procedure cards, image acquisition, quantitative analysis, measurements, bolus chase for peripheral imaging, 3DRA, XperCT, Interventional Tools Workstation, post processing and study archiving, and system customizations.

Introductory e-Learning: Introductory electronic learnings are provided on the Philips Learning Center educational portal. These courses introduce the Philips IGT systems. Course topics include system startup and shutdown, system functionalities, helpful quick-steps and more. The modules will provide the technologist familiarity with the workflow and software prior to onsite training. It is recommended that this online self-paced learning be completed prior to the onsite applications training. The eLearning modules can be accessed by technologists as needed for reference and refresher.

Initial Handover OnSite Education: The primary 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

Line #	Part #	Description	Qty

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 installation date (or purchase date if sold separately).

2 **NCVA082 Intercom 1

• Enhance communication between exam room and control room

Enhance communication

The remote intercom is used to communicate between the examination and control room. A separate intercom can be connected to the system and placed in the preferred working position in the control room or examination room. The listen function can be selected separately on each intercom. Activating the talk function on a selected intercom automatically disables this function on the other intercom.

3 **NCVA088 Standard line rate video input/output. 1

Provides the interface to a standard line rate video peripheral as a VCR.

Key benefits

• Store imaging data on a portable medium

Store imaging data on a portable medium

This option allows you to store fluoro and acquisition data on a DVD/CD during exams so it can be shared for consultation or teaching purposes or archived. It provides the interface to a standard line rate video peripheral like a DVD, CD, or VCR.

Specifications

• This interface is a standard 625 (525) lines 50 (60) Hz. video input/output unit. It provides the required video signal for recording VCR images from the live monitor of the system.
• The option has an automatic start-and-stop recording control that is linked to the X-ray system. In case of fluoro boost in excess of 10 R/min and in case of exposures the X-ray system provides the start/stop recording signal for a VCR.
Review monitor.

4 **FCV0834 coupling to video switching 1

Key benefits

• Easily display any data or clinical information needed to work efficiently

Simplify workflow with flexible viewing control

Having patient data and clinical information easily available on screen can enhance decision making and efficiency during interventions. Coupling to Video switching enables coupling of maximum 4 color outputs (e.g. Interventional tools, Xcelera, XperIM and IntelliSpace Portal).

Specifications

Video splitter box to enable coupling of maximum 4 color outputs (e.g. Interventional tools, Xcelera, XperIM and IntelliSpace Portal) to the switching concept from our partner.
In combination with the MultiSwitch option, the Video splitter box is used to connect a maximum of 3 workstation with a total power dissipation of maximum 1380 W.
For the remaining workstations, up to 4 in total, a second video splitter box needs to be ordered.
In addition, 4 splitter units are delivered to enable coupling of up to 4 of the X-ray system Live and Ref signals to the partner video switching system.
The partner system provides fully galvanically isolated DVI extender cables to connect these signals.

100237 Azurion 7 M20

Line #	Part #	Description	Qty
5	**FCV0588	FCV0588 - Isolated Wall Connection Box	6

Isolated Wall Connection box to support the display of an external video source on a monitor in the examination room

Many interventional facilities use video to record and stream images from other modalities on the interventional X-ray suite for training or presentation purposes. The Video Wall Connection Box facilitates connection of the video source via a standard DVI cable/connector and lossless transfer of the video signal over the approximate 30 meter long cable. It can be mounted in the examination room or in the control room, depending on the location of the video source.

Specifications The quantity of the VWCB's has to be calculated as follows: - For each video signal via MultiVision: 1 VWCB (max = 4) - For each video signal to FlexVision XL on Cardio System: 1 VWCB (max = 9) - For each video signal to FlexVision XL on Vascular System: 1 VWCB (max = 8) - For each 3rd party video signal directly connected to an LCD in the MCS: 1x VWCB Note: No VWCB is required in case a video signal is connected directly to a dedicated LCD from the following sources: 1) Live/ref Slaving 2) Interventional HW (XtraVision), IntelliSpace Portal, Philips Xcelera (only if workstations are powered by Philips X-ray system) 3)XperIM

- Easily stream video to other locations
- Stream video from other modalities on the interventional X-ray suite
- Connect external video in the exam room

6	**NCVD069	ClarityIQ.	1

Significantly lower dose- across clinical areas, patients and operators.

Key benefits
• High-quality imaging at low dose levels
• Enhanced work environment for staff through active management of scatter radiation
• Expands treatment options – enables longer procedures to treat obese and high-risk patients with confidence

See with confidence every time
Interventions are becoming increasingly complex, which lengthens fluoroscopy time and increases the need for high resolution imaging. New devices can be more difficult to visualize, making it harder to position them precisely. The prevalence of patients with a high BMI can also require increased dose levels to visualize anatomy. All of these factors inspired us to completely redefine the balance in interventional X-ray with AlluraClarity.

AlluraClarity with its unique ClarityIQ technology gives you exceptional live image guidance during treatment. What's more, you can confidently manage low X-ray dose levels without changing your way of working. In short, you can see what you have to regardless of patient size.

Specifications
ClarityIQ technology is the foundation of Philips X-ray systems with AlluraClarity. It offers:
- Noise and artefact reduction, also on moving structures and objects
- Image enhancement and edge sharpening
- Automatic real-time patient and table motion correction on live images
- A flexible digital imaging pipeline from tube to display that is tailored for each application area
- Over 500 clinically fine-tuned system parameters making it possible to filter out more X-ray radiation and use smaller focal spot sizes and shorter pulses with the grid switching technology of Philips MRC tube and accompanying generator

Pulsed X-ray for pulsed fluoroscopy
25 | 12.5 | 6.25 | 3.125 | 2.5 | 1.25 | 0.625 img/s

7	**FCV0246	Mattress	1

Line #	Part #	Description	Qty

• Enhances patient comfort
• Adapts to the shape of the patient's body

Enhance patient comfort
To enhance patient comfort, the inflatable, latex free mattress is placed on the tabletop for every procedure. It is 7 cm thick and adapts to the shape of the patient's body. The pressure within the mattress is evenly distributed so that it recovers its original shape quickly.

Dimensions of the mattress:
Length: 2100mm
Width: 500mm
Height: 70mm
Radius: 150mm

8 **FCV0824 video WCB on rear side 1st MCS 2

Isolated Wall Connection box on the rear side of the monitor ceiling suspension to support the display of an external video source on a monitor in the examination room.

Key benefits
• Easily connect external video in the exam room

Specifications
A wall connection box to connect external video (input only), USB and Ethernet. One or two WCB's (option) can be attached on the rear side of the 1st MCS with a bracket. A cable box (also attached to rear side of 1st MCS) can be used to store connected equipment cables. A maximum of two WCBs/cable boxes can be attached.

9 **NCVB160 Floorplate not reused 1

NCVB160 Floorplate not reused provides 989600205302 AD5 TO XPER TABLE ADAPT. PLATE

10 **NCVD099 Quantitative Coronary Analysis 1

Key benefits
• Allows quantitative quantification of coronary artery dimensions
• Aids confident decision making for device selection, approach angles and follow-up
• Designed for efficiency with single click functions and fast results

Easily obtain objective assessment of coronary artery
To support decision making and allow assessment of vasculature during cardiac interventions, the 2D quantitative coronary analysis supports quantification of coronary artery dimensions of about 1 to 6 mm from 2D angiographic images. With one click, the relevant segment is detected and a visualization of the obstruction, healthy vessel, reference diameter, stenosis diameter and plaque area is created.

Specifications
• Automated segmentation of selected coronary
• Diameter measurement along the selected segment
• Automated obstruction analysis
• Stenosis diameter, stenosis length
• % stenosis diameter, % stenosis area
• Automated and manual calibration routines
• Store result page

Analysis of the targeted vessel segment has been simplified with the single click function. Position the mouse on or close to the stenotic area and click once to detect the relevant segment. The visualization shows the obstruction, healthy vessel, reference diameter, stenosis diameter and plaque area.

Line #	Part #	Description	Qty
11	**NCVA694	Subtracted Bolus Chase	1
12	**NCVD061	optional ref monoplane	1

Additional Ref2 and Ref3 viewport

Key benefits
• Easily display any data or clinical information needed to work efficiently

Simplify workflow with flexible viewing control
Having patient data and clinical information easily available on screen can enhance decision making and efficiency during interventions. Optional ref monoplane offers an additional video output of the X-ray system offering an additional Ref2 and Ref3 viewport on one LCD monitor. Combined with the Dual Fluoro license this enables users to zoom live images during acquisition, while having the Dual Fluoro image visible on the Ref3 viewport.

13	**NCVD220	MRC200+ GS 04/07	1

Maximus ROTALIX Ceramic grid switch tube assembly MRC200+ GS 0407

The MRC 200+ GS 04 07 tube assembly and cooling unit CU 3101 for cardiovascular systems comprises:
- 0.4/0.7 mm nominal focal spot values maximal 30 and 65 kW short time load
- Grid switching at pulsed fluoroscopy and low load exposure (to eliminate soft radiation and improve image quality)
- Continuous loadability: 3400 W (at 21 degrees C room temperature) / 4000 W (= Max assembly continuous heat dissipation)
- Application of SpectraBeam dose management
- Tube housing is oil cooled with thermal safety switch
- Maximum anode cooling rate of 1820 kHU/min
- Anode heat storage capacity of 6.4 [MHUeff]

14	**NCVA783	table pivot option	1
15	**NCVC199	Wireless footswitch: mono-plane version	1

One wireless footswitch in the examination room.

Key benefits
• Reduces clutter around the examination table
• Simplifies preparation and cleanup
• Streamlines workflow in the interventional suite

Reduce clutter and streamline workflow
The wireless footswitch option streamlines workflow, reduces clutter, and simplifies preparation and cleanup in the interventional suite. Clinicians can use the footswitch to wirelessly control the X-ray system in the examination room, from any convenient position around the table. No sterile covers are needed with the IPX8 certified waterproof design.

Specifications
• The mono-plane wireless footswitch is a 3 pedal version; one pedal for fluoroscopy, one for exposure and one to control the room light/single shot. The pedals can be configured according customers preferred lay-out.
• The wireless footswitch is working via RF technology and is fully tested and released for medical use. It has an active range up to 10 meters, depending on structures within this range.
• The wireless footswitch has a lithium battery which only needs to be recharged once per week.

Line #	Part #	Description	Qty

During recharging the footswitch still can be used and is fully functional. In parallel, a wired footswitch can also be used.
• The status of the battery is indicated by an LED-indication on the footswitch itself, so that the user can decide when the footswitch needs to be recharged.
• The wireless footswitch has high water ingress protection standard (IPX8), it can easily be cleaned in water.
The wireless footswitch has an on/off switch. It can be switched off when not in use. When the footswitch is active, but not in use, it will go into a sleep-mode. It will be re-activated when touched or when one of the pedals is pressed.

16 **NCVD064 extension to FlexVision Pro 1

Extension to Flexvision large 58 inch high resolution LCD for exam room, enabling flexible screen lay outs and full control (seamless mouse) of up to 11 external sources including third party systems.

Key benefits
- Full control at table side of all applications with seamless mouse control or via touch screen module
- Full flexibility of screen layouts (live resize, drag and drop, unlimited number)
- To simplify and standardize system set-up for your FlexVision Pro, your personalized layout will come up automatically with ProcedureCards.

Easy tableside control
With FlexVision Pro, user can control FlexVision and video sources on FlexVision through wireless mouse in Examination Room as well as virtual keyboard and touchpad on the touch screen module in the Examination Room. An operator can resize images and adjust the screen layout during the procedure without going into configuration.

Specifications
Full control at table side of all applications in the interventional lab (view and control) with a single wireless mouse or with a Touch Screen Module
• Integration: control of up to 11 external sources
• Possibility to configure unlimited flexible screen layouts
• Screenshots: with single click all displayed inputs can be captured
• Live resize the video window and adjust the screen layout during the procedure without going into configuration
• Operate all the video sources displayed on the monitor using the wireless mouse at tableside
• Mouse and keyboard function on the touch screen module (TSM) to control (external) sources

17 **NCVD072 SmartMask Monoplane 1

Key benefits
• Simplifies roadmap procedures by overlaying fluoroscopy with a selected acquired image.
• Enables roadmap procedures to manage radiation dose and contrast media by selecting an image from an acquired series as a mask image.

Supports navigation during interventions without the need of additional contrast media.
SmartMask simplifies roadmap procedures by overlaying fluoroscopy with a selected acquired image in the Live X-ray window.

Specifications
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.

18 **NCVD138 table tilt option 1

Line #	Part #	Description	Qty

Table tilt option provides precise imaging of contrast medium, blood, or objects in the body.

Key benefits
• Tilts the table to support gravity oriented and puncture procedures
• Keeps the region of interest in the isocenter of rotation and angulation
• Allows more precise imaging of contrast medium, blood, or objects in the body

Precise imaging during gravity oriented and puncture procedures
To obtain high quality results and avoid re-takes during gravity oriented or puncture procedures, it's important to keep the region of interest centered at all times. The tilt option allows you to tilt the table. As the table tilts, the X-ray beam automatically adapts to the movement to keep the region of interest in the isocenter of rotation and angulation of the stand. As a result, your region of interest always remains centered to allow more precise imaging of contrast medium, blood, or objects in the body.

The table floats even when tilted, and the region of interest can be followed by panning the tabletop. When combined with the Bolus Chase option, the table tilt option enables phlebography to be performed with a head-up tilted patient.

Specifications
• Motorized table height from 78.5 - 103.5 cm
• Maximum tilt range: -17 degrees (head down) to +17 degrees (head up).
• Tilt speed: 2 degrees/sec
• Automatic safeguarding system with manual override
• Panning range in tilted plane: equal to the standard tabletop specifications (longitudinal 120cm, lateral 36cm)
• Easy to use controls

Line #	Part #	Description	Qty
19	**NCVD081	Touch Screen Module Pro	1

Extension of Touch Screen Module for easy control of X-Ray images at table site

Key benefits
- Imaging parameters can be quickly and easily adjusted at tableside
- Clinical image are shown to support easy navigation. Collimate on the clinical image with one finger. Pinch, zoom, pan and flag images for processing. Position shutters and wedges by simply swiping the image on screen.
- All X-ray settings can be easily adjusted to help you effectively manage patient and staff dose

Enhance image navigation on the touch screen module
This option extends the functionality of the touch screen module, allowing live X-ray images and source images from reference monitors to be displayed on the touch screen module. Shutters and wedges can also be easily positioned with a fingertip by simply dragging them into position. A pointer is also available on screen to improve communication in and between the exam room and control room.

Specifications
- enhance image navigation on the TSM
- intuitive control of shutters and wedges by simply dragging the lines shown on top of the image
- provides intuitive zooming an panning functionality (also during fluoroscopy)
- turns the touchscreen into the pointing device in order to improve communication in ER/CR: when activated the pointer is shown on corresponding monitor
!!! Note: Touchpad and Keyboard control from the TSM is NOT part of this option but 'FlexVision Pro' option.
!!! Note: Images shown on the TSM are not meant for diagnostic purposes (image is downscaled, compressed and latency during live/replay maybe higher than on the live monitor)

Line #	Part #	Description	Qty
20	**NCVD076	extension to 30Fr/sec (mono)	1

Frame rate extension to 30 frames per second.

Designed to enhance visualization of complex and pediatric interventions

Frame rate extension to 30Fr/sec increases the system acquisition speed up to 30 frames per second for cardio studies requiring high speed imaging.

Specifications

The frame rate extension increases the acquisition speed to 15fps and 30fps with a 1024x1024 matrix.

Line #	Part #	Description	Qty
21	**NCVD078	FD Dual Fluoro monoplane	1

An additional fluoro channel in parallel to the standard fluoro channel

Key benefits

• View the subtracted fluoroscopy next to the default non subtracted fluoroscopy
• View a digitally zoomed fluoroscopy image next to the default fluoroscopy image

Second fluoro image to support complex interventions

For complex interventions, it can be useful to view the subtracted fluoroscopy image next to the normal fluoroscopy image. The Dual Fluoro option provides an additional fluoro channel in parallel to the default fluoro channel. The dual fluoro option allows to view live digitally zoomed fluoroscopy next to non-zoomed fluoroscopy.

Specifications

The Dual fluoroscopy mode is selected via the touch screen module.
The trace subtracted fluoro image will be displayed on the live viewport, the non-subtracted fluoro image is displayed on the reference 3 viewport.
In Dual Fluoro mode, the live fluoroscopy image can be zoomed digitally, providing a larger view of the region of interest for complex interventions. The zoomed live fluoroscopy image will be shown on the live viewport, while the entire non zoomed image will be shown on the reference 3 viewport.
The fluoro zoom function is controlled via the touch screen module.

Line #	Part #	Description	Qty
22	**NCVD032	FlexVision XL HD + 2 LCD's	1

FlexVision XL HD is an integrated viewing solution designed to give you full control over your viewing environment which brings High Definition viewing.
This FlexVision XL HD is delivered with two 27 inch high brightness color medical grade LCD monitors. The monitors can be mounted on top side or on rear side of the MCS.

Key benefits

• Easily access multiple, up to 8, video inputs (including third party systems) video inputs to inform decision making during procedures
• Create custom display templates to support diverse procedures
• The screen layout of the FlexVision XL HD can also be changed from the control room
• Enlarge images to reveal more details and support comfortable working positions

Diagnostic information easily made available at table side

In today's interventional setting, as you perform more complex procedures with smaller devices in complex anatomy, you rely on various types of diagnostic information to guide you. To inform decision making in the exam room, Philips offers an advanced digital workspace called FlexVision HD. You can display multiple images in a variety of custom layouts on a large, high-definition LCD screen. Zoom in and out to enhance fine details, while maintaining an overview of all information. Create custom display templates for specific procedures/physician preferences to easily support diverse procedures.

Specifications

FlexVision XL HD offers:
• Native resolution of FD20 can be displayed.

Line #	Part #	Description	Qty

• Sharp images at full size without zoom
• High Definition display at native resolution for ultimate detail
• Up to 2k*2k image display fully integrated
• Enhanced small vessel visualization

1. DVI video composition unit.
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 Examination Room.
• The DVI video composition unit is operated from the touch screen module.
• The DVI video composition unit supports a wide variety of display formats (up to 1920x1200)
• Up to 11 external inputs are connected to the DVI video composition unit via wall connection box or boxes.

2. Medical grade, high resolution color LCD in the Examination Room
This display supports the image quality requirements for monochrome X-ray images as well as color images and replaces all displays normally delivered with the system for the Examination Room.
Main characteristics are:
- 58-inch, 8 Megapixel color LCD
- Native resolution: 3840x2160
- Brightness: Max: 700 Cd/m2 (typical) stabilized: 400 Cd/m2
- Contrast ratio: 1:4000 (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

3. Large color LCD control (touch screen module)
• Enlarge information at any stage during the case via the touch screen module in the Examination Room or Control Room.
• Select viewing lay-outs via the touch screen module in the Examination Room.
• Create new layouts by matching inputs to desired locations on preset templates.
• Adjust the screen layout during the procedure without going into configuration
• 20 layouts; each layout is customizable, size of viewports can be customized by end user X-ray status area visible with all X-ray details

4. Monitor ceiling suspension
Monitor ceiling suspension for use in the Examination Room carries the 58-inch color LCD, providing highly flexible viewing capabilities. The monitor ceiling suspension is height-adjustable and moveable along ceiling rails. It can be positioned on either side of the table.

5. Snapshot
The snapshot function allows the user to store/save a screen-capture of any image on the FlexVision HD as a photo image to the current acquisition patient study.

23	****FCV0625**	**FCV0625 - Table mounted radiation shield**	**1**

Protect the upper body from scatter radiation

Radiation shields can provide substantial protection from scatter radiation during interventions. The table mounted radiation shield is designed to offer additional protection for the physician and staff against scatter radiation during procedures. The shield consists of two protective parts: a lower shield and an upper shield. The shields can be mounted to either the right or left table accessory rails. Each radiation shield can be easily pivoted into the required working position and parked underneath the tabletop to facilitate patient preparation. The upper shield can be positioned upright to provide protection, or can be folded down for free access to the patient.

Line #	Part #	Description	Qty

Specifications - Lower shield measuring 70 cm high x 80 cm wide curved shape, 0.5 mm Pb equivalence - Upper shield measuring 40 cm high x 50 cm wide 0.5 mm Pb equivalence - Mounting clamp - Docking device for wall mounting. The Radiation Shield is a Medical Device as defined in Regulation (EU) 2017/745 (EU-MDR)

24 ****989600205302** **FLOORPLATE AD5/AD7(NONSWIVEL)** **1**

This unit is a prerequisite for the installation of the table. This item can be ordered in advance in order to perform hospital room preparations in advance for the installations of the table.

Compatible with:

- Patient table, both without and with pivot

25 ****459800660501** **Clip rail 390 cm G-Stand** **1**

Ceiling rails with clip mounting and isolation parts length 390 cm.

26 ****459800938361** **459800938361 - Clip rails for MCC (390cm)** **1**

Comprising of: - 2 clip rails length 390 cm - Mounting material for 200 cm track pitch

27 ****459800706722** **MONITOR CEILING CARRIAGE** **1**

Monitor ceiling carriage

28 ****459801079651** **Cabinet Rear Cover** **4**

Cabinet Rear Cover

29 ****FCV0703** **Wall Connection Box 1** **1**

A wall connection box to connect external video and Ethernet.
* Makes live and reference image video signals available to a 3rd party.
* Allow display of 3rd party video signals on the Allura monitor (Rel 7.6.x - R8.1.x)
* Provide access to hospital network
Cables are included.

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30 ****989801229902** **Low Load Fluoro (LLF) UPS - 5** **1**

Low Load Fluoro (LLF) UPS - 5 75kva Socomec Low Load Fluoro (LLF) UPS - 5: Enough battery to perform fluoro for five minutes (assumes batteries are in good condition) (1 cabinet plus remote display panel). Tested and approved 3-phase double conversion Low Load UPS enables the system to be used normally with the exception of the exposure functionality. Run time 5 mins (typical 8 min) UPS has a compatibility statement with Philips Imaging Systems.

31 ****989801229910** **RAD SHIELD W/ARM (CONTOURED) 61X76** **1**

Contoured Rad Shield with Arm rest. 61X76

32 ****989801220012** **Cable Spooler** **1**

33 ****989801220068** **10 Meter DVI Cable Set** **1**

100237 Azurion 7 M20

Line #	Part #	Description	Qty
		10 meter DVI cable set with zipper hose cover.	
34	****989801220273**	**Ceiling Track w/Column & Handle Ext**	**1**
		Mavig 2.5m Ceiling Track with Ceiling trolley, 360 degree column, and brake handle extension.	
35	****989801220375**	**Black Anti-fatigue Floor Mat w/logo.**	**2**
		Black Anti-fatigue Floor Mat with Philips Logo 36" x 60"	
36	****989801220389**	**One Monitor Cart**	**1**
		MD711 One Monitor Cart	
37	****989801220397**	**Lamp Y LED 1F**	**1**
		LE7017100 Lamp YLED-1F with Portegra2 extension/spring arm 750/910 mm Technical Data and Specifications Model YLED-1F Central light intensity (at 1 m distance) 70,000 lx Colour temperature 4100 ± 200 K Colour rendering index at 4100 Kelvin (CRI) Ra 95 Focusable light field size 140 – 250 mm Electronic brightness control 50% – 100% Sterilisable handle Yes Temperature increase in head area 0.5 K – Power consumption (total) 24 VA Mains voltage and frequency 100 – 240 VAC at 50 – 60 Hz – Number of LED modules 17 Lifetime of LEDs 50,000 h Working area 70 – 140 cm Height adjustment (on Portegra2 spring arm) 117 cm Lamp dimensions 28 x 36 cm Housing colour RAL 9002 – Hazardous substances (EU Directive 2011/65/65) RoHs compliant Housing – Protected against splashed water IP44 Fire protection class V0 Medical Products Directive 93/42/EEC Yes Use according to DIN VDE 0100-710 Yes Approvals CE / NRTL	
38	****NNAT259**	**Azurion Follow Up Educ Pkg**	**1**

100237 Azurion 7 M20

Line #	Part #	Description	Qty
		Azurion Follow Up Educ Pkg	

Azurion Follow Up Education Package:

Philips Education Specialists will provide sixteen (16) hours of education for up to four (4) students, selected by customer, including technologists from night/weekend shifts if necessary. Students should attend all 16 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. Education expires one (1) year from installation date (or purchase date if sold separately).

39	**SP059R**	**Service Items**	**1**

Installation and Rigging

40	**SP019**	**Trade in Allowance**	**1**

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

Product: 722005 Allura FD 10/10
Serial Number: 102714
Manufacturer: **PHILIPS HEALTHCARE**

Trade-In authorization number:	189689
Trade-In Value:	$10,000.00
De-install Date:	3/31/2023

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.

100237 Azurion 7 M20

NET PRICE $927,264.00

Buying Group: SOUTHEAST HEALTH Contract #: CAA0038200

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.

100249 Azurion Upgrades - Serial

System Type: Upgrade
Freight Terms: FOB Destination
Warranty Terms: Part numbers beginning with two (2) asterisks (**) are covered by a ninety (90) day product 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: This purchase is governed by the terms and conditions applicable to Customer Member of the specific Vizient Contract # above, as well as any Philips Standard Terms and Conditions of Sale (available on the Vizient Member Portal) to the extent not in conflict with the applicable Vizient Contract terms.

Line #	Part #	Description	Qty
1	****FCV9067**	**Support & allowance, large**	**7**
	Support & allowance, large		
2	****NCVA999**	**Order handling surcharge**	**1**
3	**SEBLRSVNP1**	**Customer Note**	**1**
	UCV 2209-040 contains 7x FCV9067 as a placeholder for the requested extension to FlexVision Pro + Touch Screen Module Pro options.		

100249 Azurion Upgrades - Serial

NET PRICE $57,760.00

Buying Group: VIZIENT SUPPLY LLC Contract #: XR0703 CV

Addt'l Terms: This purchase is governed by the terms and conditions applicable to Customer Member of the specific Vizient Contract # above, as well as any Philips Standard Terms and Conditions of Sale (available on the Vizient Member Portal) to the extent not in conflict with the applicable Vizient Contract terms.

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

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

Price above does not include any applicable sales taxes.

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

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

Tax Status:

Taxable_____ Tax Exempt_____

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

Delivery/Installation Address:

_____

_____

_____

Invoice Address:

_____

_____

_____

Contact Phone #:

_____

Contact Phone #:

_____

Purchaser approval as quoted:

_____

Date:

_____

Title:

_____

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

PHILIPS PRODUCT WARRANTY

INTERVENTIONAL X-RAY (iXR) SYSTEMS
PRODUCT WARRANTY

This product warranty document is an addition to the terms and conditions set forth in the quotation to which this warranty document is attached. Unless specifically listed below, this warranty does not apply to replacement parts. 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.

1. Twelve (12) Month System Warranty

1.1 Philips Healthcare, a division of Philips North America LLC (Philips) warrants to Customer that the Philips' Interventional X-Ray Systems (System) will perform in substantial compliance with its performance specifications, in the documentation accompanying the System, for a period of twelve (12) months after completion of installation and availability for first patient use.

1.2 Any glassware or flat detectors provided with the System is subject to special warranty terms set forth below.

2. Planned Maintenance

2.1 During the warranty period, Philips' personnel will schedule planned maintenance visits, in advance, at a mutually agreeable time on weekdays, between 8:00 am and 5:00 pm local time, excluding Philips' observed holidays.

3. System Options, Upgrades or Accessories

3.1 Any Philips' authorized options, upgrades, or accessories for the System which are delivered and/or installed on the System during the original term of the System warranty shall be subject to the same warranty terms contained in the first paragraph of this warranty, except that such warranty shall expire:

3.1.1 upon termination of the initial twelve (12) month warranty period for the System on which the upgrade, option or accessory is installed; or

3.1.2 after ninety (90) days for parts only from the date of installation.

4. MRC X-Ray Tubes

4.1 Philips warrants to Customer, for the warranty periods further specified in this section, that the Philips' X-Ray Tubes (tube) will be substantially free from defects in material and manufacturing workmanship, which impair performance under normal use as specified in Philips' System descriptions and specifications.

4.2 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.

4.3 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.

5. MRC Tube Warranty Exclusions

5.1 The above warranty shall not apply to X-Ray Tubes outside the United States and Canada.

5.2 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 System other than in accordance with Philips' applicable System specifications and written instructions; improper site preparation; abuse, negligence, accident, loss or damage in transit; improper site preparation; unauthorized maintenance or modifications to the System; or, to viruses or similar software interference resulting from the connection of the System to a network.

6. MRC Tube Warranty Remedies

6.1 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.

6.2 Any replacement tube would have a warranty period equal to the balance of the warranty period left on the tube replaced.

7. Dynamic Flat Detectors

7.1 Philips warrants the Dynamic Flat Detectors (detector) provided with the System, if any, will be free from defects in material and manufacturing workmanship for twelve (12) months.

7.2 Claims must be made within twelve (12) months after installation or fifteen (15) months after date of shipment from Philips, whichever occurs first.

7.3 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.

8. System Software and Software Updates

8.1 The software provided with the System will be the latest version of the standard software available for that System as of the ninetieth (90th) day prior to the date the System is delivered to Customer.

8.2 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.

8.3 All software is and shall remain the sole property of Philips or its software suppliers.

8.4 Use of the software is subject to the terms of a separate software license agreement.

8.5 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.

8.6 Any Philips maintenance or service software and documentation provided with the System 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.

8.7 Customer agrees to restrict the access to such software and documentation to Philips employees, those of its authorized agents and its authorized employees of Customer only.

9. Warranty Limitations

9.1 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.

9.2 Any refund will be paid, to the Customer when the product is returned to Philips.

9.3 Warranty service outside of normal working hours (i.e 8:00 am to 5:00 pm Monday through Friday, excluding Philips' observed holidays), will be subject to payment by Customer at Philips standard service rates.

9.4 This warranty is subject to the following conditions: the product

9.4.1 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);

9.4.2 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

9.4.3 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.

9.5 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.

9.6 Philips does not provide a warranty for any third party products furnished to Customer by Philips under this quotation; however, Philips shall use reasonable efforts to extend to Customer the third party warranty for the product.

9.7 The obligations of Philips described herein are Philips' only obligations and Customer's sole and exclusive remedy for a breach of a warranty.

9.8 THE WARRANTIES SET FORTH HEREIN WITH RESPECT TO A PRODUCT (INCLUDING THE SOFTWARE PROVIDED WITH THE PRODUCT), ARE THE ONLY WARRANTIES MADE BY PHILIPS IN CONNECTION WITH THE PRODUCT; THE SOFTWARE, AND THE TRANSACTIONS CONTEMPLATED BY THE QUOTATION, AND ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, WHETHER WRITTEN, ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

9.9 Philips may use refurbished parts in the manufacture of the products, which are subject to the same quality control procedures and warranties as for new products.

10. **Philips' Remote Services Network (RSN)**

10.1 Customer will

10.1.1 provide Philips with a secure location at Customer's premises to store one Philips Remote Services Network router and provide full and free access to this router, (or a Customer-owned router acceptable to Philips) for connection to the equipment and to Customer's network; or

10.1.2 provide Philips with outbound internet access over SSL; at all times during the warranty period provide full and free access to the equipment and the Customer 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).

10.2 Customer's failure to provide such access 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.

10.3 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.

11. Transfer of System

11.1 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.

11.2 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.

11.3 Customer will compensate Philips for these services at the prevailing service rates in effect as of the date the inspection is performed.

11.4 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.

12. Limitation of Liability

12.1 THE TOTAL LIABILITY, IF ANY, OF PHILIPS AND ITS AFFILIATES FOR ALL DAMAGES AND BASED ON ALL CLAIMS, WHETHER ARISING OR RELATING TO 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 GIVING RISE TO THE LIABILITY.

12.2 THIS LIMITATION SHALL NOT APPLY TO:

12.2.1 THIRD PARTY CLAIMS FOR DIRECT DAMAGES FOR BODILY INJURY OR DEATH TO THE EXTENT CAUSED BY PHILIPS' NEGLIGENCE OR PROVEN PRODUCT DEFECT.

12.2.2 CLAIMS OF TANGIBLE PROPERTY DAMAGE REPRESENTING THE ACTUAL COST TO REPAIR OR REPLACE PHYSICAL PROPERTY TO THE EXTENT CAUSED BY PHILIPS' NEGLIGENCE OR PROVEN PRODUCT DEFECT;

12.2.3 OUT OF POCKET COSTS INCURRED BY CUSTOMER TO PROVIDE PATIENT NOTIFICATIONS, REQUIRED BY LAW, TO THE EXTENT SUCH NOTICES ARE CAUSED BY PHILIPS' UNAUTHORIZED DISCLOSURE OF PHI; and;

12.2.4 FINES/PENALTIES LEVIED AGAINST CUSTOMER BY GOVERNMENT AGENCIES CITING PHILIPS' UNAUTHORIZED DISCLOSURE OF PHI AS THE BASIS OF THE FINE/PENALTY, ANY SUCH FINES OR PENALTIES SHALL CONSTITUTE DIRECT DAMAGES,

13. Disclaimer

13.1 IN NO EVENT SHALL PHILIPS OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY 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. Force Majeure

14.1 Philips and Customer shall each 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, health pandemic, acts of any civil, military or government authority, fire, floods, war, embargoes, labor disputes, acts of sabotage, riots, accidents, delays of carriers, voluntary or mandatory compliance with any government act, regulation or mandatory direction or request. For clarity, Customer requests shall not be considered 'government' under this section.

Philips' system specifications are subject to change without notice.

IXR Product Warranty Rev. R

PHILIPS HEALTHCARE
A division of Philips North America LLC
414 Union St, 2nd Floor
Nashville, TN 37219

PHILIPS

Quotation #: 1-2RVUW1U	**Rev.** 8	**Effective From:** 09/21/2022	**To:** 11/20/2022

Presented To:

SOUTHEAST HEALTH
1108 ROSS CLARK CIR
DOTHAN, AL 36301-3024

Tel:

Alternate Address:

Presented By:

Justin Helms — **Tel:** (256) 590-3943
Account Manager — **Fax:**

Bethann Griffith-Subik — **Tel:** (919) 677-9046
Regional Manager — **Fax:** (919) 677-9047

Date Printed: 21-Sep-22

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).

Model	Months	Qty	Service Plan
100237 Azurion 7 M20	108	1	SVC0931 Philips RightFit Support Service Agreement

Home Office Use Only		
Site #	**Start Date**	**End Date**

POINT OF SALE SERVICE CONTRACT SECTION

This quotation contains confidential and proprietary information of Philips Healthcare, a division of Philips North America LLC ("Philips") and is intended for use only by the customer whose name appears on this quotation. It may not be disclosed to third parties without the prior written consent of Philips.

Philips Ultrasound Customer Services has been Ranked #1 by Customers in the IMV ServiceTrakTM All Systems Survey for over 25 years. More than a quarter century!

Azurion 7 M20

Additional Equipment Covered	Part #
FlexVision XL HD + 2 LCD's	**NCVD032**

-Repair of the Philips FlexVision viewing solution

Item #	Part #	Description
1	**SVC0931**	**Philips RightFit Support Service Agreement**

Thank you for the opportunity to provide this proposed Philips RightFit Service Agreement. Our Support Service Agreement offers you cooperative hands-on participation from Philips, and open communications.

LABOR:

- Second Response Labor Coverage for Corrective Maintenance. This includes labor and travel coverage from 8:00 am - 5:00 pm, Monday - Friday, excluding Philips published holidays. Labor is provided by Philips after the customer engineer has made an initial attempt to resolve equipment problems or concerns. Customer engineer will perform all planned maintenance (PM) activity, unless PM coverage is purchased as a separate option under the Agreement.
- Preferential Scheduling of service calls for service contract customers.
- On-site Response. At customer's request, Philips service goal is to be on-site within 4 hours.
- Preferred rates for labor and travel. This includes reduced hourly rates for labor and travel for corrective or planned maintenance outside of Service Agreement coverage hours.
- Diagnostic Software License. This includes a license granted by Philips to the customer to use Philips proprietary diagnostic software tools. The license is not transferable.
- Service Documentation License. This includes a license granted by Philips to the customer to use Philips proprietary service documentation. The license is not transferable
- Customer Engineer Training is required with the purchase of this service agreement in order for this contract to be valid. Training courses must be purchased separately. Travel and living expenses for trainees may also be purchased. Technical training addresses problem resolution, planned maintenance, safety, and other topics. The training is conducted at a Philips training center. Training course length and timing are determined by Philips.

PARTS:

- Standard parts coverage. This provides coverage on parts to maintain and repair the equipment including both hardware and software items. For BV Pulsera and Veradius Mobile C-Arm systems, standard parts coverage includes Energy Storage Unit (ESU) including the battery. For Zenition 50 and Zenition 70 Mobile C-Arm systems, standard parts coverage includes the charging unit of the ESU, but excludes the battery.
- 10:30 am next day parts delivery. This provides UPS next day delivery by air, available in most areas. (Actual time depends on local shipper delivery schedule and delivery restrictions for oversized or hazardous parts).

LIFECYCLE:

- Operating system software and hardware reliability updates. This includes on-site or remote labor, travel and parts necessary to complete safety, performance and reliability modifications to existing equipment software or hardware.
- 25% discount on any items selected from Philips Life Solutions catalog, excluding power monitoring.

CUSTOMER CARE SOLUTIONS CENTER:

- 24/7 Technical telephone support.

- Clinical telephone support from 8:00 am - 5:00 pm, Monday – Friday.
- Remote Services. This supports remote system diagnostics and monitoring. Philips equipment is connected via an Internet secure single point of access network to our solutions center as described in the Terms and Conditions exhibit. Features may vary by equipment and software release level.

SOLUTION ENHANCEMENTS:

- Philips Service Information. This contains important service management reports through a secure Internet site. Information on equipment service status, historical service performance, engineer response time, and planned maintenance schedules is available.
- Quarterly customer loyalty meetings. This includes a review of current and future performance goals of Philips equipment and service.

1.1 SVC00229 SP Glassware Coverage X-Ray Tube & FD 20

- Comprehensive parts and labor support for X-Ray Tube and Flat Detector (FD20), unless the base plan does not include labor, in which case the part only will be provided

1.2 SVC00329 26-150 kVA UPS

- All labor and parts (except batteries) as necessary.
- Includes One UPS Module PM and One Battery PM per year during Normal Business Hours (Mon-Fri 8am-5pm) on three phase UPS units

Azurion 7 M20

Service Plan: **SVC0931 Philips RightFit Support Service Agreement**
Quantity: **1**

To commence at a time of system warranty expiration with the exception of In-Warranty Coverage and selected Supplement Items Plans

Select Payment Terms Desired:

Select Choice *	Payments Plans	Single System Net	Total Net
☐	108 Monthly Payments at	$5,080	$5,080
☐	36 Quarterly Payments at	$15,240	$15,240
☐	9 Yearly Payments at	$60,959	$60,959
☐	Single Payment at	$548,633	$548,633

*** If no selection is made, the default choice will be monthly payments.**

Prices above do not include any applicable sales taxes

The service agreement payment does not include optional equipment. If optional equipment is purchased please see attached Equipment Configuration Option Pricing (if available) or contact your Account Manager for amended service pricing.

Buying Group: SOUTHEAST HEALTH **Contract #:** CAA0038200

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.

For services performed outside the contract hours of coverage, Philips will request a Purchase Order before dispatching a Field Service Engineer.

Our facility does not issue formal purchase orders. We authorize payments 'in lieu of a Purchase Order' for the equipment as described in Philips Healthcare Service Agreement. Initialed: _____

Our facility does issue formal purchase orders, however, due to our business/system limitations, we cannot issue a formal purchase order until _____ days prior to warranty expiration. Initialed: _____

Customer Agreement as Quoted

Upon customer signing and acceptance by an authorized Philips representative, this document constitutes a contract and customer agrees to be bound by all terms hereof which include IMPORTANT LIMITATIONS OF LIABILITY.

BY: X _____
Customer Signature

_____
Printed Name

Title _____ Date _____

For Headquarters Use Only

Philips by its acceptance thereof, agrees to provide maintenance service for the equipment listed above in accordance with all terms.

_____
Signature

Title _____ Date _____

Service Agreement Terms and Conditions

PHILIPS HEALTHCARE SERVICE AGREEMENT TERMS AND CONDITIONS (REV R.2)

1. SERVICES PROVIDED

1.1 The services listed in the quotation and/or Attachment A (the "Services") are offered by Philips Healthcare, a division of Philips North America LLC ("Philips") only under the terms and conditions described below, and on the quotation and any exhibits and attachments hereto, each of which are hereby incorporated (the "Agreement").

2. EXCLUSIONS

2.1 The Services do not include:

2.1.1 Servicing or replacing components of the system other than those systems or components listed in the quote, attachments and exhibits, as applicable (the "Covered System") that is at the listed system location ("Site");

2.1.2 Servicing the Covered System if contaminated with blood or other potentially infectious substances;

2.1.3 Any service necessary due to:

2.1.3.1 a design, specification, or instruction provided by Customer or Customer representative;

2.1.3.2 the failure of anyone to comply with Philips' written instructions or recommendations;

2.1.3.3 any combining of the Covered System with other manufacturer's product or software other than those recommended by Philips;

2.1.3.4 any alteration or improper storage, handling, use, or maintenance of the Covered System by anyone other than Philips' subcontractor or Philips;

2.1.3.5 damage caused by an external source, regardless of nature;

2.1.3.6 any removal or relocation of the Covered System; or

2.1.3.7 neglect or misuse of the Covered System;

2.1.4 Any cost of materials, supplies, parts, or labor supplied by any party other than Philips or Philips' subcontractors; or

2.1.5 Any services or costs related to batteries, which are not included in coverage for any purpose, system, or modality, including, but not limited to, Biomedical Equipment, as defined herein, or Uninterruptible Power Supply (UPS) systems of any size or type.

3. CUSTOMER RESPONSIBILITIES

During the term of this Agreement, Customer will:

3.1 Ensure that the Site is maintained in a clean and sanitary condition and that the Covered System, product or part is decontaminated prior to service, shipping or trade-in as per the published manufacturer's operating instructions;

3.2 Dispose of hazardous or biological waste generated;

3.3 Maintain operating environment within Philips' specifications for the Site including temperature and humidity control, incoming power quality (including but not limited to voltage spikes, brownouts, and outages), incoming water quality, and fire protection system; and

3.3.1. For customers choosing not to use a Philips approved UPS, Philips reserves the right to insert a power monitor at any time during the contracted period to collect power quality statistics. Should results show that power quality negatively impacted system performance and resulted in additional Philips cost to maintain the system, Philips reserves the right to bill for service events related to poor power quality.

3.4 Use the Covered System in accordance with the published manufacturer's operating instructions.

4. SYSTEM AND BIOMEDICAL EQUIPMENT AVAILABILITY

4.1 System Availability. If Customer schedules service and the Covered System is not available at the agreed upon time, then Philips may cancel the service or charge Customer at Philips' then current labor and travel rates for all time spent by Philips service personnel waiting for access to the Covered System.

4.2 Biomedical Equipment Availability. In order to achieve contracted Planned Maintenance (PM) compliance, Customer agrees to make the Biomedical Equipment available for PM service during normal business hours (Monday through Friday, 8 AM to 5 PM, excluding Philips recognized holidays) starting fourteen (14) days before the month in which PMs are due and ending on the last day of the actual month in which PMs are due. If the Biomedical Equipment is unavailable during the month in which PMs are due, and this results in Philips having to perform service of more than twenty-five percent (25%) of the PM volume in the last week of the month that PMs are due, Philips will charge Customer at Philips then current labor rates (and travel, if required) for all overtime incurred as a result of the Biomedical Equipment not being available. For the purposes of this Agreement, Biomedical Equipment means clinical equipment that is mobile and not in a fixed location. Biomedical Equipment does not include diagnostic imaging equipment that is non-mobile. This subsection 4.2 does not apply to services provided under Exhibits 9 (Clinical Informatics Service Agreements), 9-A (Clinical Informatics Service Agreements for Interoperability Platform), and 10 (Clinical Informatics Hardware Support Coverage).

5. PAYMENT

5.1 All payments under this Agreement are due thirty (30) days from the date of Philips' invoice.

5.1.1 Customer will pay interest on any amount not paid when due at the lesser of one percent (1%) interest per month or the maximum rate permitted by applicable law.

5.1.2 Payments may be made by check, ACH, or wire. Philips does not accept transaction fees for wire transfers.

5.1.3 If the quotation indicates net prices that are each associated with a payment method, then Philips will invoice Customer, and Customer will pay, the net price that corresponds to Customer's elected payment method.

6. FORCE MAJEURE

6.1. Each party shall be excused from performing its obligations (except for payment obligations for Services rendered) arising from any delay or default caused by events beyond its reasonable control including, but not limited to, acts of God, health pandemics, acts of any civil, military or government authority, fire, floods, war, embargoes, labor disputes, acts of sabotage, riots, accidents, delays of carriers, voluntary or mandatory compliance with any government act, regulation, or mandatory direction or request. For clarity, Customer requests shall not be considered 'government' requests under this section.

7. TERM AND TERMINATION

7.1 The term of this Agreement shall be set forth in the quote(s) and/or Attachment A attached hereto and incorporated herein ("Term").

7.2 This Agreement is non-cancelable by Customer and will remain in effect for the Term specified in this Agreement. However, Customer may cancel service coverage for an individual Covered System under this Agreement upon sixty (60) days' written notice to Philips representing that the Covered System is being permanently removed from the Site and that the Covered System is not being used in any other Customer site.

7.3 Upon sixty (60) days' written notice to Philips, Customer may cancel this Agreement specifically describing a material breach or default of the Agreement by Philips, provided that Philips may avoid such cancellation by curing the condition of breach or default within such sixty (60) day notice period. Termination under this clause shall not impact fees paid for Services rendered up to the time of such material breach, which shall remain payable to Philips.

7.4 In addition, if the Customer sells or otherwise transfers any of the Covered System to a third party and the System remains installed and in use at the same location, and such third party assumes the obligations of the Customer under this Agreement or enters into a new service agreement with Philips the price will be equal to the price in this Agreement and a term at least equal to the unexpired/unused term of this Agreement. If such third party does not assume the obligations of the Customer under this Agreement, then the Customer may terminate this Agreement with respect to such Covered System upon no less than thirty (30) days' prior written notice to Philips, in which case the Customer shall pay to Philips (i) all amounts due under this Agreement through the effective date of termination (based on the notice requirement) and (ii) as liquidated damages and not as a penalty, an amount equal to thirty percent (30%) of the remaining payments due under this Agreement for such Covered System from the date of termination through the scheduled expiration of the term of this Agreement.

7.5 If this Agreement includes a Pool and terminates for any reason and Customer has expended more funds from its Pool than it has contributed to the Pool, then Customer shall pay Philips the amount by which its expenditures exceeded its contributions within five (5) business days of such termination.

7.6 Clinical Education training and credits will expire upon termination of the Agreement.

8. **DEFAULT**

8.1 Customer's failure to pay any undisputed amount due under this Agreement within thirty (30) days of when payment is due constitutes a default of this Agreement and all other agreements between Customer and Philips. In such an event, Philips may, at its option, (i) withhold performance under this Agreement and any or all of the other agreements until a reasonable time after all defaults have been cured; (ii) declare all sums due; (iii) commence collection activities for all sums due or that become due hereunder, including, but not limited to, costs and expenses of collection and reasonable attorney's fees; (iv) terminate this Agreement with ten (10) days' notice to Customer; and (v) pursue any other remedies permitted by law.

9. ADULTERATED SYSTEMS

9.1 If Philips determines that a Covered System has been modified or adulterated in a manner not explicitly specified in the documentation accompanying the Covered System, including without limitation by including a part, component, or device not specified as compatible (an "Adulterated System"), and such modification or adulteration hinders Philips' ability to provide the Service or maintain the Covered System in a safe or effective manner, then Philips will promptly notify Customer of such Adulterated System. Following receipt of such notice, if Customer does not permit Philips (at Customer's cost) to remediate the Adulterated System, then Philips may remove the Adulterated System from the Site list, adjust the Services under this Agreement, and provide Customer with a refund of any Customer pre-payments for periods of Service not yet rendered or parts not yet provided.

10. END OF LIFE

10.1 AFTER THE END OF LIFE DATE, PHILIPS WILL CONTINUE TO USE COMMERCIALLY REASONABLE EFFORTS TO REPAIR SYSTEMS, BASED ON PARTS AND TRAINED ENGINEER AVAILABILITY, BUT WITH NO UPTIME GUARANTEE. AFTER THE END OF LIFE DATE, PHILIPS WILL NOT CREATE OR TEST BUG FIXES, PATCHES, OR ENHANCEMENTS TO THE SYSTEM HARDWARE OR SOFTWARE.

10.2 If Philips determines that its ability to provide the Services is hindered due to the unavailability of parts or trained personnel, or that the Covered System can no longer be maintained in a safe or effective manner, as determined by Philips, then Philips may terminate this Agreement with respect to such Covered System upon notice to Customer and provide Customer with a refund of any Customer pre-payments for periods of Service coverage not already completed.

11. WARRANTY DISCLAIMER

11.1 All labor shall be performed in a good and workmanlike manner consistent with industry practices by personnel with training. Philips' full contractual service obligations to Customer are described in this Agreement, including all exhibits attached hereto that apply to the specific Services offering and coverage purchased under the Agreement. In the event of a material breach of the foregoing, Customer shall provide Philips written notice and an opportunity to cure per the termination section of this Agreement. Except as otherwise provided in this Agreement, Philips provides no additional warranties express or implied under this Agreement. NO WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLIES TO SERVICES OR SERVICE ITEMS PROVIDED BY PHILIPS UNDER THIS AGREEMENT.

12. INTELLECTUAL PROPERTY INDEMNIFICATION

12.1 Philips shall indemnify, defend, and hold harmless Customer against any claim that Services, including any software, part, or service materials provided under this Agreement (collectively "Service Item(s)"), 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 and (b) grants Philips full and complete information and assistance necessary for Philips to defend, settle, or avoid the claim.

12.2 If a Service Item is found or believed by Philips to infringe a valid patent or copyright; Customer has been enjoined from using a repaired product or Service Item 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 Service Item(s); (ii) replace or modify the Service Item(s) to avoid infringement; or (iii) refund to Customer a portion of the service fees upon the return of the Service Item(s) that are subject of such claims of infringement. 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 Service Item(s), which are not permissible hereunder; use of the covered Philips product (based on Service Item(s) delivered under this Agreement) other than in accordance with the product specifications or applicable written instructions; use of the covered Philips product, including with Service Item(s), with any other product not sold by Philips to Customer and the Philips product (including Service Items) in and of itself is not infringing; if claims of infringement would have been avoided by the use of a current unaltered release of covered Philips products, provided that, Philips makes such unaltered release available to Customer at no additional charge for use of the Philips Product (including with Service Items) after Philips has advised Customer, in writing, to stop use of the Philips Product in view of the claimed infringement (provided that this shall not be a replacement for the remedies set forth in 12.2 (i)-(iii) above). The terms in this section 12.2 state Philips' entire obligation and liability for claims of infringement and Customer's sole remedy in the event of a claim of infringement.

13. LIMITATIONS OF LIABILITY AND DISCLAIMER

13.1 THE TOTAL LIABILITY, IF ANY, OF PHILIPS AND ITS AFFILIATES FOR ALL DAMAGES AND BASED ON ALL CLAIMS, WHETHER ARISING FROM OR RELATING TO BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHER TORT, OR OTHERWISE, ARISING FROM THE SERVICES OR PHILIPS' PERFORMANCE OF THE SERVICES, IS LIMITED TO AN AMOUNT NOT TO EXCEED THE PRICE STATED IN THIS AGREEMENT FOR THE SERVICE GIVING RISE TO THE LIABILITY. THIS LIMITATION SHALL NOT APPLY TO:

13.1.1 THIRD PARTY CLAIMS FOR BODILY INJURY OR DEATH CAUSED BY PHILIPS' NEGLIGENCE;

13.1.2 CLAIMS OF TANGIBLE PROPERTY DAMAGE REPRESENTING THE ACTUAL COST TO REPAIR OR REPLACE PHYSICAL PROPERTY TO THE EXTENT CAUSED BY PHILIPS NEGLIGENCE OR PROVEN PRODUCT DEFECT;

13.1.3 OUT OF POCKET COSTS INCURRED BY CUSTOMER TO PROVIDE PATIENT NOTIFICATIONS, REQUIRED BY LAW, TO THE EXTENT SUCH NOTICES ARE CAUSED BY PHILIPS' UNAUTHORIZED DISCLOSURE OF PHI, AS DEFINED BY HIPAA;

13.1.4 FINES/PENALTIES LEVIED AGAINST CUSTOMER BY GOVERNMENT AGENCIES CITING PHILIPS' UNAUTHORIZED DISCLOSURE OF PHI AS THE BASIS OF THE FINE/PENALTY; ANY SUCH FINES OR PENALTIES CONSTITUTING DIRECT DAMAGES; and

13.1.5 PHILIPS' INTELLECTUAL PROPERTY INDEMNIFICATION OBLIGATIONS UNDER SECTION 12 ABOVE.

13.2 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. PROPRIETARY SERVICE MATERIALS

14.1 Philips may deliver or transmit certain proprietary service materials (including software, tools and written documentation intended solely to assist Philips and its authorized agents in performing Services under this Agreement) ("Proprietary Service Materials") that have not been purchased by or licensed to Customer. The presence of this property within the Site will not give Customer any right or title to this property or any license or other right to access, use, or decompile this property. Customer agrees to restrict access to such software, tools, and written documentation to Philips' employees and authorized agents only, and to permit Philips to remove its Proprietary Service Materials upon request. Customer will use all reasonable efforts to protect this property against damage or loss and to prevent any access to or use of this property by any unauthorized party. Customer shall immediately report to Philips any violation of this section.

15. THIRD-PARTY MANAGEMENT

15.1 If Customer has contracted with a third party service management organization, asset management company, maintenance management company, technology management company, maintenance insurance organization, or the like ("Third-Party Organization") for purposes of centralized billing and management of Services provided to Customer, at Customer's written request, Philips will route invoices for payment of Services rendered by Philips to such Third-Party Organization and accept payment from them on Customer's behalf. Notwithstanding the above, the Services provided by Philips are subject solely to the terms and conditions set forth in this Agreement. Customer guarantees the payment of all monies due or that may become due under this Agreement in spite of any collateral arrangements Customer may have with such Third-Party Organization or any payments Customer has made to the Third-Party Organization. Philips has no contractual relationship for the Services rendered to Customer except as set forth herein. To the extent that the parts and Services Philips provides are not covered by Customer's arrangement with such Third-Party Organization, Customer shall promptly pay for such parts and Services on demand.

16. TAXES AND PRICE

16.1 The 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 effective date, otherwise, Philips shall invoice Customer for those taxes and Customer shall pay those taxes in accordance with the terms of the invoice.

16.2 Price Indexation. Philips reserves the right to adjust customer list pricing and (or) net pricing, during the Term of the agreement in accordance with the Consumer Price Index published by the United States Department of Labor on its website at http://www.bls.gov/cpi. Such adjustment in pricing requires thirty (30) day written notice, will not be retroactive, cannot start before first year of contract, and will not exceed more than five percent (5%) change annually.

16.3 List Price Harmonization. In an effort to simplify and harmonize Philips services and/or products portfolio pricing structure Philips may, no more than once during the term of the Agreement, unilaterally adjust the price list and discount schedule for services and/or products under this Agreement, with no impact to the current net price. Philips will:

16.3.1 Provide 30 days' written notice prior to fixing the net price of the service(s) and/or product(s) sold under this Agreement for 12 months (the "Lock Period") at the net price (the "Lock Price") of the service(s) and/or product(s) in effect at the time of Customer's receipt of the written notice.

16.3.2 Provide an updated Agreement price file showing the new list price and new discount, which together will not change the Lock Price set at the beginning of the Lock Period. Upon termination of the Lock Period, the net price of the service(s) and/or product(s) will be maintained in the manner defined in the Agreement.

17. INDEPENDENT CONTRACTOR

17.1 Philips is Customer's independent contractor, not Customer's employee, agent, joint venturer, or partner. Philips' employees and Philips' subcontractors are under Philips' exclusive direction and control. Philips has no liability or responsibility for and does not warrant Customer's or Customer's employees' acts or omissions related to any services that are performed by Customer employees under this agreement. Only Philips or its employees may authorize a third party to perform Services or obligations required of Philips under this Agreement on its behalf. Neither party has the authority to bind the other party in any promise, agreement, or representations other than as expressly provided for in this Agreement

18. RECORD RETENTION AND ACCESS

18.1 Philips and Customer shall comply with the Omnibus Reconciliation Act of 1980 (P.L. 96-499) and it's implementing regulations (42 CFR, Part 420). Philips agrees that until the expiration of four (4) years after furnishing Services pursuant to these Terms and Conditions of Service, Philips shall make available, upon written request of the Secretary of the Department of Health and Human Services, or upon request of the Comptroller General, or any of their duly authorized representatives, these Terms and Conditions of Service and the books, documents, and records of Philips that are necessary to verify the nature and extent of the costs charged to Customer hereunder. Philips further agrees that if Philips carries out any of the duties of these Terms and Conditions of Service through a subcontract with a value or cost of ten thousand U.S. dollars ($10,000.00) or more over a twelve (12) month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary, or upon request to the Comptroller General, or any of their duly authorized representatives the subcontract, and books and documents and records of such organization that are necessary to verify the nature and extent of such costs. This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v) (1) (1) of the Social Security Act (42 U.S.C. 1395x (v) (1) (I) (1989)), as amended from to time to these Terms and Conditions of Service. If Section 1861(v) (1) (1) should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

19. COMPLIANCE

19.1 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 federal and state anti-discrimination laws (including Title VII of the Civil Rights Act of 1964 as amended, the Rehabilitation Act of 1973 as amended, and the Veterans Act of 1972 as amended), E-Verify, 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 this Agreement includes a discount, 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]).

19.2 Business Associate Agreements (BAA). The most current BAA duly executed between Philips and Customer in effect at the time of Philips performance of the Services shall apply and is incorporated into this Agreement. In the event terms that explicitly govern the handling, processing, storage, disclosure, or use of PHI expressly set forth in the BAA conflict with terms set forth in this Agreement, the terms set forth in the BAA shall govern in such instance. Otherwise, the terms expressly set forth herein shall apply.

19.3 In the course of providing the Services to Customer hereunder, it may be necessary for Philips to have access to, view, and/or download computer files from the Covered System that might contain Personal Data. "Personal Data" includes information relating to an individual from which that individual can be directly or indirectly identified. Personal Data can include personal health information (e.g., images, heart monitor data, and medical record number) and non-health personal information (e.g., date of birth, gender). Philips will process Personal Data only to the extent necessary to perform and/or fulfill its Service obligations under this Agreement. Customer further acknowledges and agrees that all telephone conversations between Philips and Customer may, at Philips' discretion, be recorded.

20. CONFIDENTIALITY

20.1 Each party shall maintain as confidential any information furnished or disclosed to one party by the other party, whether disclosed in writing, visually, or orally, relating to the business of the disclosing party, its customers, employees, and/or its patients, the quotation and this Agreement and its terms, including its pricing terms. 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 this Agreement. The disclosing party maintains exclusive ownership of the confidential information which it discloses to the receiving party, and a receiving party shall be responsible for the breach of these confidentiality terms by any of its representatives or other person to whom it may disclose the confidential information. The obligation to maintain the confidentiality of such information shall not extend to information 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. Notwithstanding the foregoing, in the event that the receiving party is required by law to disclose any confidential information to a court, government department/agency, or regulatory body, the receiving party may so disclose, provided that it shall, to the extent permitted by applicable law, first inform the disclosing party of the request or requirement for disclosure to allow an opportunity for the disclosing party to apply for an order to prohibit or restrict such disclosure. Moreover, nothing set forth herein shall prohibit Customer from disclosing confidential information required by state or federal open records laws, to the extent disclosed in compliance with the rules and procedures applicable thereto, including notifying Philips and providing Philips an opportunity to argue certain information may be exempt as a trade secret, if applicable thereunder.

21. SUBCONTRACTS AND ASSIGNMENTS

21.1 Philips may subcontract to third parties of Philips' choice any of Philips' obligations under this Agreement. No such subcontract will release Philips from those obligations to Customer. Customer may not assign this Agreement or the responsibility for payments due under it without Philips' prior express written consent, which will not be unreasonably withheld

22. INSURANCE

22.1 Upon Customer request, Philips will provide a Certificate of Philips insurance coverage.

23. RULES AND REGULATIONS

23.1 To the extent made known in writing to Philips, Philips and its subcontractors will comply with Customer's rules and regulations provided such rules and regulations do not conflict with established Philips policies.

24. EXCLUDED PROVIDER

24.1 As of the Effective Date of this Agreement, Philips represents and warrants that Philips, its employees, and subcontractors, are not debarred, excluded, suspended, or otherwise ineligible to participate in a federal or state 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 if it becomes aware that Philips or any of its employees or subcontractors, providing the Services hereunder have become an Excluded Provider under a federal or state healthcare program, whereupon Customer shall provide Philips with a reasonable opportunity to discuss and attempt to resolve in good faith with Customer any Customer-related concerns, and/or will give Philips a reasonable opportunity to dispute its, or its employee's or subcontractor's, designation as an Excluded Provider. In the event that the parties are unable to resolve any such Customer concerns of the applicable party's designation as an Excluded Provider, then Customer may terminate this Agreement by express written notice for Services not yet rendered prior to the date of exclusion.

25. GENERAL TERMS

25.1 Survival. Customer's obligation to pay any money due to Philips hereunder survives expiration or termination of this Agreement. All of Philips' rights, privileges, and remedies with respect to this Agreement will continue in full force and effect after the end of this Agreement.

25.2 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 Service and delivery of similar or dissimilar services shall not serve as references in interpreting the terms and conditions of this Agreement.

25.3 Severability. If any provision of the Agreement 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.

25.4 Counterparts. This Agreement may be executed in one or more counterpart copies, each of equal validity, that together constitute one and the same instrument. Any photocopy or facsimile of this Agreement or any such counterpart is deemed the equivalent of an original and any such facsimiles constitute evidence of the existence of this Agreement.

25.5 Governing Law. All transactions contemplated under this Agreement shall be governed by the laws of the state in which the Covered System is located, 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, IT'S 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.

25.6 Entire Agreement. This Agreement constitutes the entire understanding and agreement by and between the parties with respect to the transactions contemplated by the quotation and/or Attachment A, and supersede any previous understandings or agreements between the parties, whether written or oral, regarding the transactions contemplated by the quotation and/or Attachment A. No additional terms, conditions, consents, waivers, alterations, or modifications will 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 will not apply to the transactions contemplated by this Agreement.

25.7 Additional Terms. Service specific exhibits and any associated attachments are incorporated herein as they apply to the Services listed on the quotation and/or Attachment A and their additional terms shall apply solely to Customer's purchase of the Services specified therein. If any terms set forth in an exhibit conflict with terms set forth in these Terms and Conditions of Service, the terms set forth in the exhibit shall govern.

26. AUTHORITY TO EXECUTE

26.1 The parties acknowledge that they have read the terms and conditions of this Agreement, that they know and understand the same, and that they have the express authority to execute this Agreement.

ADDITIONAL IMAGING SYSTEM SERVICE TERMS AND CONDITIONS

Exhibit 1
ADDITIONAL IMAGING SYSTEM SERVICE TERMS AND CONDITIONS
(for Philips and/or Non-Philips Equipment)

1. SERVICES PROVIDED

1.1. Initial Covered System Inspection. Within ninety (90) days after the Effective Date, Philips will inspect the Covered System not previously serviced by Philips and notify Customer of any Covered System that does not meet manufacturers' specifications. Philips will provide Customer a written estimate for repairs necessary to bring any of the Covered System within proper manufacturers specifications. Upon Customer's request, Philips will provide necessary repairs at Philips' then current labor and travel rates. If Customer elects not to have Covered System repaired, then Philips may remove such system from coverage under this Agreement.

1.2. Repair Service. Commencing on the Effective Date and subject to the repair limitation below, Philips or Philips' subcontractors will provide repair Services for Covered System. Philips will provide all replacement parts, which may be refurbished, and labor necessary to repair Covered System, unless excluded in Section 3 herein. All components used are subject to Philips' inspection and quality control procedures and shall be warranted to the same extent that a non-refurbished component is warranted. Parts removed for replacement become the property of Philips and Philips will remove parts from the Covered System Site ("Exchange Basis"). Philips may increase its contract prices if the Covered System is upgraded or reconfigured.

1.3. Planned Maintenance Service. Philips will provide Customer a planned maintenance schedule for the Covered System. Philips will provide such planned maintenance during the service coverage hours (as defined in the Agreement) at a time that is mutually agreed upon. Customer will make the Covered System available in accordance with this Exhibit. Philips or its subcontractors will provide planned maintenance on the Covered System at scheduled intervals. If Philips cannot locate Covered System, or Covered System was not made available for planned maintenance when scheduled, Philips will notify Customer that Customer has ninety (90) days to make available Covered System for planned maintenance, otherwise Customer waives right to service, and Philips may delete Covered System from this Agreement.

1.4. Software Updates. Philips will install operating system software updates provided by the Original Equipment Manufacturer (OEM) for Covered System. Software updates mean revisions to OEM proprietary operating system software that enhance existing Covered System functions and operation without hardware changes but will not install operating system software upgrades to new software platforms or software options offered separately for sale by the OEM.

2. CONTRACT ADMINISTRATION

2.1. System Additions and Deletions. After completing the inspection, Customer may add a system to the Covered System list by contacting Philips. Customer and Philips will agree on a mutually agreeable price and contract start date. The Covered System will be added to this Agreement after receipt of the signed inventory modification form. Customer may delete Covered System only if: (i) Customer permanently removes it from operation or (ii) it is no longer under Customer's exclusive ownership or control and Customer notifies Philips in writing. The Covered System will be deleted from the Agreement pursuant to Section 7 of the Terms and Conditions of Service.

2.2. Management and Staffing. If on-site staffing is provided, Philips will determine and provide the management and service staff necessary to provide the Services under this Exhibit. Philips will pay all salaries, payroll and other employment taxes or fees, worker's compensation insurance, and other charges or insurance levied or required by any federal, state, or local statutes, relating to its employees.

2.3. If applicable, Customer shall execute the Subcontracting Confirmation and Agency Authorization Agreement as required by Philips to perform certain duties and responsibilities included within this Exhibit.

3. EXCLUSIONS

Unless specifically included in this Agreement, the Services do not include providing or paying the cost of:

3.1 Any rigging or structural alteration incident to the Services;

3.2 Consumable items and supplies (as defined below) ("Consumables"), cryogens, PET calibration sources, film, batteries, cassettes;

3.2.1 Consumables include, but are not limited to, the following: Biomedical Equipment batteries and battery chargers; biomedical laser tubes; patient use pads; filters; light bulbs and light sources; line cords and power cords; external cables and hoses; patient leads and cables; SpO2 sensors and O2 sensors; Probes (TOCO, Doppler, Biomed Ultrasound, Pencil, Bladder Scan, Temp probe, etc.); BP hose/cuff; foot pedals; hand pieces; scopes (laryngoscope, baton, endoscope, etc.); defibrillator cables; paddles and test plugs; or table accessories.

3.3 Cosmetic repairs;

3.4 Repair or replacement of ultrasound transducers and their accessory(ies) and/or attachment(s) due to abuse or negligence (e.g., cuts, bites, punctures, submersion, or improper cleaning);

3.5 The cost of factory reconditioning, rebuilds, or overhauls if repairs cannot maintain the equipment in satisfactory operating condition;

3.6 Disposing hazardous, infectious, or biomedical waste or materials;

3.7 Providing service to any system under a current service agreement between Customer and another vendor until such agreements expire or are terminated by Customer. Philips is not liable for any cancellation penalty or cost associated with Customer's termination of any such agreement;

3.8 Unless otherwise specified in the quote, maintaining or repairing third-party products including but not limited to nuclear camera detector crystals, CT Tubes and radiation therapy tubes, x-ray tubes, flat panel detectors, image intensifiers magnet replacement, magnet refrigeration system (coldhead, compressor, chillers),and the equipment between the Chiller and Liquid Cooling Cabinet (LCC) such as Chiller Interface Panel (CIP), the booster pump, lines, valves, flow setters, flow meters, and/or any other items required to meet the specifications), MR RF rooms, surface coils HVAC systems, power conditioners, uninterruptible power supplies, ultrasound transducers (probes) (accessory or attach), TEE probes, TV camera pick-up tubes, photo multiplier tubes, accelerator center beam lines, piped medical gases (up to the wall outlets), copier drums, electron guns, fiber optic bundles, foot/hand controls (switches, accessory, or attachment), klystrons and thyratrons, magnetrons, plumbicons, waveguides, and attachments.

3.9 If this Agreement includes coverage for biomedical services, the following are not included in the definition of Biomedical Equipment: arthroscopy instruments, blood pressure cuffs (accessory or attachment), fume hoods, high-end lab analyzers, lead aprons/shields, nurse call, and surgical robots, electronic thermometer probes, electrosurgical instruments (pencils & pads), general or surgical instruments, laboratory glass, laser tubes, phaco hand pieces (cataract extraction units, accessory or attachment), non-electrical surgical equipment, rigid & semi-rigid scopes.

4. COVERAGE

4.1 Philips will provide services on-site during the hours listed in Customer's service agreement, excluding Philips observed holidays, unless otherwise set forth in attachments or exhibits ("Service Coverage"). Customer may request service outside of the Service Coverage or service that is not otherwise included in this Agreement and, subject to the availability of personnel and repair parts, Philips will provide such service at Philips's then current preferred labor and travel rates. Customer will be charged a minimum of two hours on-site time plus applicable travel charges and expenses per service visit.

5. DOCUMENTATION

5.1 Upon Customer's written request, Philips will provide repair and planned maintenance records for the Covered System.

6. CUSTOMER RESPONSIBILITIES

During the term of this Agreement, Customer will:

6.1 Attend a start-up meeting at Customer's facility, prior to the Effective Date of this Agreement, so Philips can explain the Services to Customer's management and selected staff;

6.2 Provide a secure dedicated space within Customer's main facility and at each additional facility or location as necessary for the resident Philips staff;

6.3 Provide Philips with broadband internet or Wi-Fi access for business purposes;

6.4 Provide Philips with the Covered System service manuals for any non-Philips System;

6.5 Maintain all software licenses applicable to the Covered System;

6.6 For Philips use in remote servicing of the System, if required by Philips:

6.6.1 Provide Philips a secure location for hardware to connect System to Philips Remote Service ("PRS"), and such hardware will remain Philips' property and is only provided during the term of this Agreement; and:

6.6.1.1 Provide Philips and its vendors full and free access to the PRS hardware to enable Philips to remotely access the Covered System or non-Philips System;

6.6.1.2 Provide Philips at each Covered System Site, at all times during the term of this Agreement, a dedicated broadband Internet access node, including public and private interface access, suitable to establish a successful connection to the System through the PRS and Customer network; and

6.6.1.3 If the Covered System cannot be connected to the PRS, and Customer fails to provide the access described in Section 6, then Customer waives its rights to Services under this Agreement and any uptime guarantee.

6.6.2 Allow Philips to connect to Customer's Covered System via Collaboration Live, which is powered by Reacts, or connect with Customer directly through the Reacts Collaboration Platform (and may be subject to a separate license, a copy of which will be provided upon request), and:

6.6.2.1 Provide Philips at each Covered System Site, at all times during the term of this Agreement, a dedicated Internet access node, including public and private interface access, suitable to connect the System to the Collaboration Live;

6.6.2.2 Provide Philips the ability to connect with Customer directly through a smart device if Philips cannot connect to Customer's system directly;

6.6.2.3 Only use Collaboration Live or the Reacts Collaboration Platform for the purpose of Philips servicing of the System; and
6.6.2.4 If the Customer fails to meet the requirements in this Section 6.6.2, then Customer waives its rights to Services under this Agreement and any uptime guarantee.
6.6.3 Allow Philips to remotely download the error logs for remote servicing purposes.

7. HELIUM REPLENISHMENT (APPLIES ONLY TO MRI SERVICE)

7.1 If Helium Replenishment Service is included in this Agreement, Customer shall report any magnet cooling system (cold-head, compressor, or chiller) malfunction within twenty-four (24) hours. If Customer fails to report any malfunctions or provide continuous chilled water or power to the MRI system, then Customer is responsible for any additional helium expenses.

7.2 Customer shall provide access to the MRI system to perform helium replenishment, cryo refrigeration system and chiller services during contract hours of corrective and/or planned maintenance services.

7.3 If the Covered System is not connected to the PRS, then Customer shall report helium level readings weekly for all MRI systems covered under this Agreement into the Philips Helium Reading Registration System at: https://heliumreg.onephilipsmdc.com/.

7.4 During the term of the Agreement Customer will immediately inform Philips upon the happening of any of the following:

7.4.1 An on-screen message appears on the Covered System computer that Helium refill is required; or

7.4.2 The liquid helium level is below the minimum operating helium level as indicated in the Instructions for Use. (In such case an on-screen message may also appear on the system computer indicating that scanning will be prohibited within certain days or immediately. In both cases Customer shall immediately inform Philips and in the latter case Customer shall also immediately cease to operate the MRI Equipment);

7.4.3 A sudden, unexpected drop of liquid helium level is encountered; or

7.4.4 The MRI magnet refrigeration system is out of order and/or not operational.

7.5 Customer shall act on alerts provided by the MRI Equipment and/or monitoring processes which apply to the operating environment condition.

7.6 If liquid Helium is purchased by Customer from Philips, Customer shall ensure that the filling of liquid Helium is done by Philips authorized personnel only.

7.7 If Helium Replenishment Service is excluded from this Agreement, Philips does not accept any responsibility and Philips will not be liable for any cost or damages due to the loss of liquid Helium or due to the services provided by a third party other than a subcontractor of Philips. Any costs will be fully charged to Customer, including the costs of refill of the liquid Helium, including shipment, labor, duties and taxes.

7.8 Customer will inform Philips of any planned power outages.

8. FURTHER USE OF SYSTEM DATA

8.1. Mandatory Data. Customer acknowledges and agrees that by executing this Agreement and using the Licensed Software, it has agreed that product inventory and crash signature data generated by the Licensed Software shall be delivered into the custody of Philips, or of systems maintained on Philips' behalf, without notice to Customer. Such data is referred to herein as "Mandatory Data" and such data is described in the Licensed Software's documentation for each Licensed Software release; the data comprising Mandatory Data is subject to change with each release of upgrades, updates, patches and modifications to the Licensed Software. Customer agrees that any Mandatory Data will be the property of Philips. Part of the Mandatory Data might constitute (non-sensitive) Personal Data. Notwithstanding any other term of the Agreement, Customer agrees that Philips may de-identify data generated by the devices used by Customer such as log files, exam files, errors data, utilization data, and system log files ("Device Data") and use and disclose de- identified Device Data for Philips' own purposes (including, but not limited to for data analytics activities to determine trends of usage of Philips' devices and services, to facilitate and advise on continued and sustained use of Philips' products and services, substantiation of marketing claims and for benchmarking purposes). Philips shall de-identify Device Data in accordance with the standards of the HIPAA Privacy Rule. Separation of such data from the Philips database is impossible, therefore Philips shall have the right to continue using such data upon expiration of this Agreement.

8.2. Enhanced Data. Customer also acknowledges and agrees that additional system performance data related to errors or status of devices shall be delivered into the custody of Philips, or of systems maintained on Philips' behalf, without notice to Customer. This additional data includes alert such as low disk space and device reboot; performance indicators such as slow database query; and additional statistics such as critically low battery and packets sent ("Enhanced Data"). Customer acknowledges that the Enhanced Data feature is activated as default in the Licensed Software, and Customer is responsible for turning off the Enhanced Data feature at install. Customer acknowledges that by activating the Enhanced Data feature, Customer will be able to access an interface, which allows Customer to export data onto Customer's Network Management System. Customer agrees that any Enhanced Data will be the property of Philips. Customer agrees to assign, and hereby assigns, all right, title, and interest worldwide in the Enhanced Data to Philips. Customer acknowledges and agrees that Philips may use such Enhanced Data for its business purposes without restriction. In addition, Philips will not expose any data set tied to Customer, to another customer of Philips or any other third party. In addition, Customer will be able to select within the Licensed Software settings if they choose to enable or disable the Licensed Software from sending Enhanced Data information to Philips.

Rev R.2 (May 2022)

ADDITIONAL SUPPORT AND ASSIST COVERAGE TERMS & CONDITIONS

Exhibit 3

1. SERVICES PROVIDED:

1.1 Training. If training is included with the Agreement, then Philips will admit the number of employees of Customer identified on the face of the Agreement ("Trainee(s)") into the next scheduled training course that relates to the Covered System identified in the quote or this Agreement where space is available, or to any subsequent scheduled course as the parties may agree. Philips will provide training to the Trainee(s) only to the extent service training for the Covered System is included in Philips' training course offerings then in effect and is included on the face of the Agreement. Training will be conducted at Philips' service training facilities, or through remote training options as defined by Philips for the applicable course. All travel and living expenses incurred by the Trainee(s) will be borne by Customer, unless otherwise indicated in this Agreement. Philips may cancel or reschedule courses.

Philips' obligation to provide training hereunder is expressly subject to the Customer Non-Disclosure Terms and Conditions set forth in Attachment 3-1 to this Exhibit (which are incorporated into this Exhibit) and expressly contingent on each Trainee signing a Customer Employee Non-Disclosure Agreement set forth as Attachment 3-2 to this Exhibit. Trainee(s) must meet the minimum admission requirements set forth in the course syllabus, and must satisfy all prerequisites prior to admission. Philips makes no warranty that any Trainee will pass all or any portion of the training courses provided or that the training will result in any Trainee being qualified or able to troubleshoot and repair any or all possible malfunctions that may occur in the Covered System.

1.2 Customer Service Documentation; Customer Diagnostic Software License. If software and documentation are included in the Agreement, then Philips grants to Customer and Customer accepts from Philips a limited, non-exclusive and non-transferable license (the "License") to load and run the customer diagnostic software issued for the Philips-manufactured Covered System ("Diagnostic Software") and use customer service documentation issued for the Philips-manufactured Covered System ("Service Documentation") in conjunction with the maintenance, service and repair of the Covered System and at the Covered System Site, and subject to Customer Non-Disclosure Terms and Conditions and Customer Employee Non-Disclosure Agreement. Customer acknowledges that the Diagnostic Software and Service Documentation, and all trademarks, copyrights, patents, trade secrets, proprietary rights, or other property rights of Philips associated therewith, are and will remain the exclusive property of Philips. Customer acknowledges that the Diagnostic Software and the Service Documentation included in this Agreement are only for the Philips-manufactured Covered System, not for any Covered System manufactured by third parties.

The Diagnostic Software and Service Documentation are licensed by Philips for ultimate end use by government agencies only under the following conditions: (a) software and technical data rights in the Software and Documentation include only those rights customarily provided to end user customers as defined in the Agreement; (b) this customary commercial License in the Software and Documentation is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Computer Software) and, for Department of Defense purchases, DFAR 252.227-7015 (Technical Data - Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation); (c) if a federal government or other public sector Customer has a need for rights not conveyed under these terms, it must negotiate with Philips to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written agreement specifically conveying such rights must be executed by both parties.

1.3 Parts Coverage. If Parts or Combination (parts and labor) Pool coverage is not included in the Agreement, then Philips will sell parts to Customer at Philips' published list price. If Parts coverage is included in this Agreement, then the cost of parts used in corrective maintenance of the Covered System at the Covered System Site is included in this Exhibit, subject to the terms and conditions of this Agreement. Customer may request parts to maintain, service, or repair only Covered Systems at the Site. Customer may not resell or exchange such parts with any third party. If a replaced part is a returnable part as indicated by Philips, Customer must return to Philips the returnable part within fourteen (14) days of shipment. If the parts are resold or exchanged, or the part is not returned to Philips in the time stated, Customer shall pay Philips , published list price for such parts plus freight and any other amounts due Philips. Unless priority parts delivery is included in this Agreement, all replacement parts ordered under this Exhibit will be shipped using Philips standard shipping priority prepaid subject to availability. Other freight arrangements will be at Customer's request and expense.

1.4 On-Site Coverage. If on-site coverage is included in the quote, than prior to receiving such coverage, Customer shall follow this process. Customer's trained engineer shall attempt to resolve issue. If Customer's trained engineer is unable to resolve issue then Customer shall contact Philips Customer Solutions Center. If Philips Customer Solutions Center is unable to remotely resolve the issue, then Philips shall dispatch an engineer to the Customer Site. The Customer's engineer will be present during all such visits. If the Covered System requires any major component replacements, (for example: tubes, flat panel detectors, and coldheads), then Philips must be present for such replacements. Second Response coverage does not include planned maintenance unless otherwise stated in this Agreement.

1.5 Combination Pool (Parts and Labor). If Customer purchased Combination Pool option, the initial account balance and the Site to which that balance applies ("Site Balance") is specified in the quote. As Customer requests or uses either on-site labor or parts under Combination Pool coverage, the Combination Pool monetary level stated in this Agreement will be reduced at Philips then current standard rates for on-site labor and Philips then current published list price for parts. If Combination Pool coverage is exhausted during any year of the term then Customer may request on-site labor or parts at Philips' list price less the discount specified in the quote. Combination Pool coverage expires on an annual basis and no credit for any unused portion is carried forward. Customer may allocate the Site Balance to on-site labor or parts purchased by Customer between the Covered Systems at the Site. Customer may not allocate the Site Balance to Covered System not listed in the quote.

1.6 Additional Requested Services. If Customer purchased Assist without labor coverage, then Philips will provide requested on-site labor to Customer at Philips' then current travel and labor rates.

1.7 Tubes, Flat Detectors and Image Intensifiers. If tube, flat detector, or image intensifier coverage is included in the Agreement, then Philips will provide and install these parts on the Covered System.

2.CUSTOMER RESPONSIBILITIES.

2.1 Customer shall assign the Trainee to perform the obligations of Customer described under this Agreement.

2.2 Customer shall promptly notify Philips if the Trainee's employment with Customer terminates or Customer assigns another trained employee to maintain or repair the Covered System. Customer's selected employee shall attend training and customer shall pay list price for such training.

2.3 Customer shall maintain the Covered System in strict compliance with the planned and remedial maintenance requirements specified by Philips, utilizing replacement parts that meet or exceed Philips' specification.

2.4 If Customer does not meet these responsibilities, then Philips may terminate any or all of the services provided under this Exhibit, and may void any warranty provided herein.

3. TERMINATION. In addition to the termination rights described in this Agreement, Philips may immediately terminate this Exhibit or the Agreement and the License without liability to Customer by providing Customer written notice of termination upon any of the following: (a) Customer removes the Covered System from operation at the Covered System Site; (b) Customer no longer owns sole and exclusive title to the Covered System (c) someone other than Customer, Philips, or an authorized Philips distributor or dealer services the Covered System; (d) a competitor of Philips acquires an ownership interest in Customer; or (e) Customer or the Trainee(s) violates any condition or restriction set forth in Customer Non-Disclosure Agreement Terms and Conditions or Customer Employee Non-Disclosure Agreement. Customer must notify Philips immediately upon occurrence of any of the above events.

If Customer or Trainee(s) breaches any other term, covenant, or condition herein, then Philips may terminate this Exhibit or the Agreement and the License without liability to Customer upon three (3) days written notice to Customer.

Upon expiration or termination of this Exhibit or this Agreement, the License expires and Customer must immediately return the Philips' Diagnostic Software and Service Documentation and all copies or reproductions thereof to Philips at Customer's expense. Such termination or expiration will not relieve Customer of any of its obligations incurred prior to such termination or expiration, and will not impair any of Philips' rights that have accrued prior to such date. The covenants of Customer contained herein will survive the expiration or termination of this Exhibit or this Agreement and the License. In addition to all other rights and remedies, Philips is entitled to injunctive relief for any breach by Customer of Section 1.2 or 3 of these terms and conditions.

4. Warranty and Warranty Disclaimer. In addition to the warranty obligations described in this Agreement, Philips warrants that any replacement parts or special service tools and Service provided under this Exhibit will be free from defects in material and workmanship for a period of ninety (90) days from the date of installation (when installed by Philips) or thirty (30) days from the date the parts were delivered to Customer (when not installed by Philips). Certain items such as x-ray tubes, photomultiplier tubes, cathode-ray tubes, and high voltage transformers may carry separate warranties that are provided at the time of purchase. This warranty does not include any defect or failure to perform that is the direct or indirect result, in whole or in part, of accident, abuse, misuse, operation of the Covered System in which the part is installed outside of its environmental, electrical or performance specifications, power fluctuations or failures, fires, floods or other similar or dissimilar natural causes, or improper installation or calibration. If a part does not comply with this warranty, then Customer shall promptly return part to Philips and Philips shall repair or replace such part. THE WARRANITES STATED ABOVE ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT WITH RESPECT TO ANYTHING PROVIDED BY PHILIPS OR ITS SUBCONTRACTOR UNDER THIS EXHIBIT OR THE AGREEMENT. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF THIS WARRANTY IS THE REPAIR OR REPLACEMENT OF A NON-CONFORMING PART AND THE REPAIR OF COVERED SYSTEM FOR ANY NON-CONFORMING SERVICE.

ADDITIONAL SUPPORT AND ASSIST COVERAGE TERMS & CONDITIONS

SUPPORT AND ASSIST COVERAGE

CUSTOMER NON-DISCLOSURE TERMS AND CONDITIONS ATTACHMENT 3 - 1

Agreement Number _____

1. Philips holds and owns certain proprietary and trade secret information ("Philips Proprietary Information"), relating to the installation, service, maintenance, and repair of the products, whether or not manufactured or sold by Philips, including the Software and Documentation and any work product or diagnostic results derived therefrom, any oral, written, or electronically recorded information regarding the installation, service, maintenance, repair, construction, design, theory of design, theory of operation, diagnostic tools, teaching materials, hardware schematics, electrical schematics, software of any nature in any form and on any media, repair analysis techniques or maintenance of any Covered System, service notes, safety bulletins, installation manuals, service manuals, service diagnostic tools and techniques, and any other corresponding information of Philips or any of its predecessors, successors, affiliates, subsidiaries, or assigns.

2. Customer warrants that all Trainees attending any Philips training are Customer's employees. For the purpose of this Attachment, the term "employee", or other words contemplating the same relationship as "employee", will have the same meaning as when the term is used by the Internal Revenue Service (as distinct from an "independent contractor") to determine whether there is an obligation to withhold income taxes, withhold and pay Social Security and Medicare taxes, and pay unemployment tax on wages paid.

3. Prior to the disclosure or dissemination of any Philips Proprietary Information to Customer's Trainee(s) and prior to attending training, Customer must deliver an original copy of the signed Customer Employee Non-Disclosure Agreement (Attachment 3-1) to Philips. The execution by Customer's Trainee(s) of the Customer Employee Non-Disclosure Agreement and its delivery to Philips is a CONDITION PRECEDENT to Philips' obligation to train or otherwise disclose or disseminate any Philips Proprietary Information to said Customer Trainee(s).

4. Customer will treat any Philips Proprietary Information that is received in strictest confidence and will refrain from disclosing or disseminating any of the Philips Proprietary Information without Philips' prior, express, written consent, except to those employees of the Customer who have executed a Customer Employee Non-Disclosure Agreement. Except as permitted under this Attachment, Customer will not directly or indirectly disclose, copy, access, run, perform, display, disassemble, decompile, reverse engineer, modify, adapt, translate, create derivative works, distribute, sublicense, sell, assign, or otherwise transfer all, or any part, of the Proprietary Information, or cause or permit the Proprietary Information, or any part thereof, to be used by any persons, other than the Trainees, and only on the System and at the applicable System Site. Except as permitted under this Attachment, Customer will not, directly or indirectly, permit or authorize its employees to use the Philips Proprietary Information.

5. All information disclosed to Customer's Trainee(s) in connection with said training, and all related information regarding the Covered System that Customer may have access to, is presumed to be Philips Proprietary Information.

6. The use or disclosure of any of the Philips Proprietary Information by Customer's Trainee(s) for purposes other than the service, maintenance, or repair of the Covered System without Philips' prior, express, written consent is a breach of this Attachment and an unauthorized use or disclosure of Philips' trade secrets or other proprietary rights. If there is such an unauthorized use or disclosure, Philips will be entitled to compensation for all damages arising out of or resulting therefrom, including all consequential damages and attorney's fees incurred by Philips. Considering the substantial investment that Philips has in the Philips Proprietary Information, a violation by or for Customer of any provision of this Attachment or the Customer Employee Non-Disclosure Agreement by Customer's Trainee(s) will cause irreparable injury to Philips and Philips will be entitled, in addition to any other rights and remedies it may have at law or in equity, to an injunction enjoining and restraining the Customer from violating, or continuing to violate, its obligations under this Attachment. Customer confers jurisdiction to enforce the provisions of this Attachment upon the courts of any State of the United States. Customer shall indemnify and hold Philips harmless from any damages resulting from Customer or Trainee's breach of this Attachment.

7. The obligations hereunder to maintain the confidentiality of Philips Proprietary Information will endure permanently. Customer may not assign this Attachment nor may any party succeed to Customer's rights and obligations hereunder, unless with the prior written approval of Philips. The terms and conditions of this Attachment will inure to and be binding upon Customer's affiliates, parent, subsidiaries, officers, directors, employees, agents, or other representatives and its permitted assigns and successors.

22185h v1 – Customer NDA - (rev042118)

ADDITIONAL SUPPORT AND ASSIST COVERAGE TERMS & CONDITIONS

SUPPORT AND ASSIST COVERAGE

CUSTOMER EMPLOYEE NON-DISCLOSURE AGREEMENT ATTACHMENT 3 - 2

Agreement Number _____

(Name of Employee) (Customer Name)

(Residence Address) (City) (State) (Zip)

In consideration of the training, Customer service documentation, or Customer service software received or to be received by me from Philips, and in further consideration of Philips' disclosure to me of its proprietary information, I agree to the following:

1. "Philips Proprietary Information" means information disclosed to me, known by me, or acquired by me as a result of my training by Philips or its agents or in my subsequent use of such information in the installation, service, maintenance, or repair of Covered System, including any oral, written, or electronically recorded information regarding the installation, service, maintenance, repair, construction, design, theory of design, theory of operation, diagnostic tools, teaching materials, hardware schematics, electrical schematics, software of any nature in any form and on any media, repair analysis techniques or maintenance of any Covered System, service notes, safety bulletins, installation manuals, service manuals, service diagnostic tools or techniques, and any other corresponding information of Philips or any of its predecessors, successors, affiliates, subsidiaries, or assigns.

2. I acknowledge that as part of Philips' training of me in the installation, service, maintenance, and repair of the Covered System, I may receive the benefit of Philips' substantial investment in the Philips Proprietary Information, including thousands of man-hours of work by Philips employees in the development of teaching materials for its training school and development of special troubleshooting and diagnostic methods and protocols relating to the installation, service, maintenance, and repair of the Covered System. I further acknowledge that as part of the Philips training I may be given extensive teaching regarding the theory of design and operation of the Covered System, including training on how to set up and operate such System. As part of the training, I may be taught to analyze the design and details of operation of the system and subsystems in the Covered System. During the training program, I may have disclosed to me Philips Proprietary Information that is not available outside of Philips, including detailed schematic diagrams of the Covered System; the Philips instructors may go through the schematics with me and discuss the operation of the System, system and subsystems, their potential trouble spots and how to isolate and repair such trouble spots. Selected detailed manufacturing instructions developed by Philips may be disclosed to me. Philips' troubleshooting methods and protocols for the service and maintenance of its System include detailed computer diagnostic programs and special codes to perform tests and analysis to help locate and repair particular malfunctions of components of the Covered System. I acknowledge that the Philips training will be extremely valuable and cannot be duplicated elsewhere and that only at the Philips training school will I have access to the special troubleshooting methods and protocols that Philips has developed through painstaking effort and at great expense.

3. I will treat the Philips Proprietary Information in strictest confidence, and will not, directly or indirectly, disclose, reverse engineer, decompile, modify, adapt, translate, create derivative works, disassemble, disseminate, lecture upon, publish, copy, or duplicate any such information without Philips' prior, express, written consent. This obligation to maintain the confidentiality of Philips Proprietary Information will endure permanently.

4. Upon my employment with my current employer ("Employer") terminating, prior to or upon my retirement, or upon a change in my employment responsibilities wherein my use of the Philips Proprietary Information is no longer required, I will turn over to a designated individual employed by the Employer, all Philips Proprietary Information then in my possession, custody, or control. I will not retain any copies or reproductions of correspondence, memoranda, reports, notebooks, drawings, photographs, excerpts, or any other documents relating in any way to the Philips Proprietary Information that are entrusted to me at any time during my employment with the Employer. If Employer does not designate an employee or agent to accept the surrender of the information and material as required above, I will immediately inform Philips of these circumstances.

5. For a period of one year from the date of termination or retirement of my employment with Employer, I will not directly or indirectly install, service, maintain or repair the type of Covered System on which I am being trained, unless I become employed by Philips, one of its authorized dealers or distributors, or a Philips Customer having an agreement similar to the Agreement that permitted me to attend the training.

6. I acknowledge that no license or right is granted hereby and no license or right will be incorporated herein by reference, by implication, or by other means with respect to or under any invention, patent application, patent, copyright, trade secret, or proprietary right contained in or in any way relating to the Philips Proprietary Information.

7. This Agreement and all matters relating to the construction, interpretation, and enforcement thereof will be governed by the laws of the State of Washington, without regard to principles of choice of law.

8. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, the unenforceable provision may be stricken without affecting the remainder of this Agreement.

(Employee's Signature) (Date)

#22184h v1 – Customer Employee NDA - (rev 042118)