North Carolina Department of Health and Human Services
Division of Health Service Regulation
Certificate of Need Section
2704 Mail Service Center • Raleigh, North Carolina 27699-2704
http://www.ncdhhs.gov/dhsr/

Drexdal Pratt, Director

Beverly Eaves Perdue, Governor
Albert A. Delia, Acting Secretary

Craig R. Smith, Section Chief
Phone: (919) 855-3873
Fax: (919) 733-8139

November 1, 2012

Dee Jay Zerman, Associate Director
Planning & Program Development
University of North Carolina Hospitals
101 Manning Dr., Suite 6021, East Wing
Chapel Hill, NC 27514

Exempt from Review
Facility: UNC Hospitals, Chapel Hill
Project Description: Replacement of EP Lab Machine
County: Orange
FID #: ~~090274~~ 923517
mqf 12/6/12

Dear Ms. Zerman:

The Certificate of Need Section (CON Section) received your letter of October 25, 2012 regarding the above referenced proposal. Based on the CON law in effect on the date of this response to your request, the proposal described in your correspondence is not governed by, and therefore, does not currently require a certificate of need. However, please note that if the CON law is subsequently amended such that the above referenced proposal would require a certificate of need, this determination does not authorize you to proceed to develop the above referenced proposal when the new law becomes effective.

It should be noted that this determination is binding only for the facts represented by you. Consequently, if changes are made in the project or in the facts provided in your correspondence referenced above, a new determination as to whether a certificate of need is required would need to be made by the Certificate of Need Section. Changes in project include, but are not limited to: (1) increase in capital cost; (2) acquisition of medical equipment not included in the original cost estimate; (3) modifications in the design of the project; (4) Change in location; and (5) any increase in the number of square feet to be constructed.

In addition, you should contact the Construction Section of the DHSR Section to determine if they have any requirements for development of the proposed project. Please contact the CON Section if you have any questions. Also, in all future correspondence you should reference the Facility I.D. # (FID) if the facility is licensed.

Sincerely,

F. Gene DePorter, Project Analyst
Certificate of Need Section

Craig R. Smith, Chief
Certificate of Need Section

cc: Construction Section, DHSR

Irene

UNC HOSPITALS

October 23, 2012

Mr. F. Gene DePorter
Certificate of Need Section
Division of Facility Services, DHHS
2704 Mail Services Center
Raleigh, NC 27699-2704

RE: Request for Exemption / Replacement of EP Lab Machine / UNC Hospitals

Dear Mr. DePorter:

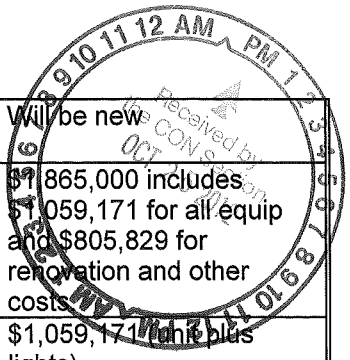
UNC Hospitals is planning to replace the EP Lab machine and is requesting a determination that the replacement of this equipment is exempt from review pursuant to 131E-184(7). The existing lab was placed in service in 2003, and is used on a daily basis. The equipment is aging out and requires frequent repairs. This in turn leads to long delays, and patient, staff and physician dissatisfaction issues.

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

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

Equipment Comparisons

EP Lab D	*Existing Equipment*	*Replacement Equipment*
Type of Equipment (List each component)	Toshiba Infinix CS Single Plane	Phillips Allura Xper FD10 Single Plane
Manufacturer of Equipment	Toshiba	Philips Medical Systems
Tesla Rating for MRIs	Not applicable	Not applicable
Model Number	Infinix CS	Allura Xper FD10
Serial number	3562022	To be determined
Provider's Method of Identifying Equip	By model & serial #s	By model & serial #s
Specify if Mobile or Fixed	Fixed	Fixed
Mobile Trailer Serial Number/VIN #	Not applicable	Not applicable
Mobile Tractor Serial Number/VIN #	Not applicable	Not applicable
Date of Acquisition of Each Component	2003	To be 2012/2013
Does Provider Hold Title to Equipment or Have a Capital Lease?	UNC Hospitals owns the equipment	UNC Hospitals will own the equipment



Specify if Equipment Was/Is New or Used When Acquired	New	Will be new
Total Capital Cost of Project (Including Construction, etc.) <See Attachments 1, 2, 3 and 4>	Estimated $851,935. Actual records are not available - records are not kept more than 5 years.	$1,865,000 includes $1,059,171 for all equip and $805,829 for renovation and other costs
Total Cost of Equipment	$851,935	$1,059,171 (unit plus lights)
Fair Market Value of Equipment	Not available	$1,059,171
Net Purchase Price of Equipment	$851,935	$1,059,171
Locations Where Operated	UNC Hospitals	UNC Hospitals
Number of Days In Use/To be Used in N.C. Per Year	365 days	365 days
Percent of Change in Patient Charges (by Procedure)	*NA*	No change
Percent of Change in Per Procedure Operating Expenses (by Procedure)	*NA*	No change
Type of Procedures Currently performed on Existing Equipment	EP procedures	*NA*
Type of Procedures New Equipment is Capable of Performing	*NA*	EP procedures

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

Response: The existing Toshiba Infinis CS Single Plane will be replaced with a Phillips Allura Xper FD10 Single Plane. Both systems are used to perform EP procedures. The replacement lab will provide state-of-the-art imaging for EP procedures.

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

Response: A copy of the exact specifications for the Philips Allura Xper FD10 is attached as Exhibit 3. A copy of a exact specifications for the lights are attached as Exhibit 4.

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

Response: A copy of the original purchase order and quote is not available. UNC Hospitals only retains such documentation for 5 years. We were unable to locate any information on this unit.

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

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

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

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

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

Response: A copy of the quote received from Phillips for the replacement EP unit is in Attachment 3 and from Maquet for the replacement lights is in Attachment 4.

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

Response: The vendor, Phillips, will take possession of the unit and remove it from the site as Phillips installs the replacement unit. The unit will be taken out of state by Phillips and will not be used in NC without obtaining certificate of need approval.

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

Response: This unit is identified on the most recent 2012 Licensure Renewal Application form on file with DFS on page 7 as fixed EP equipment.

Also, in Attachment 1, is a completed 'Proposed Total Capital Cost of Project' form which projects the total capital cost of this replacement project to be $1,865,000 for the Phillips Allura Xper FD10. The total capital cost includes all costs required to make the unit operational. Since the room already exists, equipment and furniture will be reused. Beyond the items included in this estimate, no additional renovations, equipment or furniture will be required for this project.

Attachment 2 contains the certified cost estimate for construction/renovation costs from the engineer for this project, William T. Highsmith.

Should you require any additional information regarding the replacement of this equipment, please do not hesitate to contact me at 919-966-1129 or 5620.

Sincerely,

Dee Jay Zerman, Associate Director
Planning & Program Development

Attachment #1

Attachment 1

PROJECT CAPITAL COST

A. Site Costs		
(1) Full purchase price of land # Acres _____ Price per acre _____	$	
(2) Closing costs	$	
(3) Site inspection and survey	$	
(4) Legal Fees and Subsoil Investigation	$	
(5) Site preparation costs [Include}		
(6) Other	$	
(7) Subtotal Site Costs		$
B. Construction Contract(s)		
(8) Cost of Materials [Include]		
General Requirements		
Concrete/Masonry		
Woods/Doors & Windows/Finishes		
Thermal & Moisture Protection		
Equipment/Specialty Items		
Mechanical/Electrical		
Subtotal Cost of Materials	$447,257	
(9) Cost of Labor	$149,086	
(10) Other (Specify) – Construction Contingency		
(11) Subtotal construction contract(s)		$596,343
C. Miscellaneous Project Costs		
(12) Building purchase	$	
(13) Fixed Equipment Purchase/Lese	$	$1,059,171
(14) Movable Equipment Purchase/Lease	$	
(15) Furniture	$	
(16) Landscaping	$	
(17) Consultant fees (Architect & engineering)	$	$120,750
(18) Financing costs (bond, loan, etc.)	$	
(19) Interest during construction	$	
(20) Other (Project Contingency @ 5%)	$	$88,736
(21) Subtotal Miscellaneous Project Costs		
D. Total Capital Cost of the Project [sum of A-C]		$1,865,000

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

Lee Jay Zeman

Associate Director of Planning

(Title & Signature of Office Authorized to Represent Provider/Company)

Attachment 2

SKINNER
LAMM &
HIGHSMITH
Architects, P.A.

October 9, 2012

Ms. Cleopatrice Robinson
Facilities Construction Engineer
UNC Hospitals
101 Manning Drive
9th Floor Plant Engineering Design Office
Chapel Hill, NC 27514

Re: UNC Hospitals
Proposed EP Lab D

Dear Ms. Robinson,

I have reviewed the scope of work and estimated construction costs for the proposed EP Lab D project. The proposed project will be designed and built in compliance with all applicable federal, state and local ordinances and requirements for licensed acute care hospitals. The proposed project will also be designed and specified to meet North Carolina Building Code, National Fire Protection Association Standards, and the American with Disabilities Act. The construction cost estimate is based on preliminary concept plans. This estimate reflects the total site work, construction cost, and other items necessary to complete the proposed project. Please see the attached table.

In my opinion, the total estimated construction cost is $596,343, not including contingency. This estimate is based on comparable recent project costs. The estimate includes inflation factors and assumes a target bid date of December, 2012.

I certify that I am a Licensed Architect in the State of North Carolina. I also certify that to the best of my knowledge, the above construction related costs of the proposed project are complete and correct and are based on several recent projects, of similar program and design, we have completed in North Carolina.

Yours truly,

William T. Highsmith, AIA, LEED AP
President
NC License Number 3682

WILLIAM T. HIGHSMITH
REGISTERED ARCHITECT
3682
NORTH CAROLINA
WILSON, NC

SKINNER, LAMM & HIGHSMITH, P.A.
SEAL
No. 177
WILSON, N.C.

Attachments

Attachment 3

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

PHILIPS

Quotation #: 1-WAMACF	**Rev:** 6	**Effective From:** 19-Oct-12	**To:** 27-Dec-12

Presented To:

UNIVERSITY OF NORTH CAROLINA HEALTH CARE SYSTEM
101 MANNING DR
CHAPEL HILL, NC 27514

Tel:

Alternate Address:

Presented By:

Bethann Griffith-Subik
Account Manager
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Date Printed: 19-Oct-12

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

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

Quote Solution Summary

Line #	Product	Qty	Price
	100213 Allura Xper FD10	1	$1,018,330.64
		Equipment Total:	$1,018,330.64

Solution Summary Detail

Product	Qty	Each	Monthly	Price
100213 Allura Xper FD10	1	$1,018,330.64		$1,018,330.64

Buying Group: **MEDASSETS SUPPLY CHAIN SYSTEMS INC** **Contract #:** **Multi Modality GB Q4 12**

Addt'l Terms:

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

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

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

100213 Allura Xper FD10

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

Line #	Part #	Description	Qty
1	**NNAE226	Allura Xper FD10 C Rel. 8.1	1

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

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

GEOMETRY

The Allura Xper FD10 Stand

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

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

Patient Support

Xper Table

- Patient support provided with a flat carbon fiber tabletop
- Tabletop length of 319 cm and tabletop width of 50 cm
- Floating tabletop movement of 120 cm longitudinal and 35 cm transverse

- Motorized height adjustment from 74.5 to 102.5 cm
- Maximum cantilever of 223 cm , for full patient coverage
- Maximum patient weight 250 kg plus 500 N for CPR (or 225 kg plus 1000 N) in any longitudinal position of the table top
- Xper Geometry and Imaging Modules for exam room controls.
  - The operating modules can be attached to either side of the table.

Patient Support Accessories

- Three rail accessory clamps
- Mattress pad
- Translucent catheterization armrest
- IV Pole
- Set of Cable Holders
- Set of Arm Supports (FCV0248)
- Arm Support (FCV0258)
- Patient straps
- Table-mounted radiation shield
- Antifatigue Mat with Philips logo

X-RAY GENERATION

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

The Velara CFD generator comprises:

- Voltage range is 40 - 125 kV.
- Maximum current 1250 mA at 80 kV
- Maximum continuous power for fluoroscopy: 2 kW for 8 hours, 2.4 kW for 0.5 hour.
- Program selection
- Acquisition frame rates 3.75, 7.5, 15, 30 frames per second
- Pulsed fluoroscopy frame rates 3.75, 7.5, 15, 30 frames per second.
- Minimum exposure time of 1 ms.
- Automatic kV and mA control for optimal image quality prior to run to safe dose
- An X-ray collimator with single semi-transparent wedged filter with manual and automatic positioning.
  - SpectraBeam filtering of low energy radiation to optimize image quality and dose efficiency with the MRC-GS 0508 X-ray tube.
- Xper Beam Shaping, which means that, both shutters and wedges can be positioned on the Last Image Hold without the need for X-ray radiation.

Fluoroscopy

- Three programmable fluoroscopy modes can be selected from the Xper Imaging T.S.O. Each mode has a different composition of dose rate, pulse speed, filter setting, and image processing (noise reduction, adaptive contour enhancement, and adaptive harmonization).
- Xper Fluoro Storage, a grab function allows storage and archiving of a single fluoro frame or the last 20 seconds of fluoroscopy. These images or runs can be archived as a regular run.

Line #	Part #	Description	Qty

X-ray Tube

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

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

IMAGE DETECTION

The Allura Xper FD10 comprises the following image detection chain:

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

VIEWING

The Allura Xper FD10 comprises the following components in order to display the clinical images in the control and examination rooms:

Displays

Examination Room

Two 18-inch monochrome LCD monitors

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

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

The monitor ceiling suspension in the exam room can be configured to accommodate 3, 4, 6, or 8 LCD monitors and includes motorized height adjustment. The height adjust feature is dependent on the room ceiling height. When FlexVision XL, EP Cockpit or EP Cockpit XL is selected the monitor ceiling suspension is configured for one of those options.

- The first reference channel is for the display of reference images or runs, controlled by infra-red remote-control Xper Viewpad.
- The On-Screen Display provides status information on stand rotation, angulation, display of system messages, X-ray tube load status, selected fluoroscopy mode, selected detector Field of View, and both the rate and accumulation of the dose area product and skin dose.

Control Room

One 19-inch color LCD monitor

- 19-inch color TFT-LCD display

Line #	Part #	Description	Qty

Control Room

One 18-inch monochrome LCD monitor

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

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

Acquisition

The acquisition segment coordinates the parameters for automatic exposure control. The program is selected via the Xper module or Xper Desktop Console.
This Allura offers a storage capacity of:

- 100,000 images at matrix size of 1024 x 1024, 10-bit
- Maximum number of examinations is 999, with no limit to the maximum number of images per examination

Xres Image Processing and SPIRIT

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

USER INTERFACE

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

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

On-Screen Display

- X-ray indicator and X-ray tube temperature condition
- Gantry position in rotation and angulation and Source Image Distance
- Detector field size display
- Selected Frame speed
- Fluoroscopy mode
- Integrated fluoroscopy time
- Stopwatch
- Skin Dose: dose rate with X-ray, cumulated dose with no X-ray
- Dose Area Product: dose rate with X-ray, cumulated dose with no X-ray

- Graphical bars for indication of Body Zone specific dose rate and accumulated skin dose levels, related to the 2 Gy level

Remote Intercom

A separate intercom, which is connected independently from the system that allows separate placement of the intercom at the preferred working position in the control room and examination room.

Xper ViewPads

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

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

Tableside Modules

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

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

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

- Tabletop float and table height position
- Source Image Distance selection
- Longitudinal movement of the Gantry along the ceiling
- Gantry rotation in an axis perpendicular to the ceiling
- Store and recall of two scratch gantry positions including SID
- Emergency stop button

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

- Fluoroscopy Flavor selection defined per Xper Setting

- Shutters and Wedge positioning
- Xper Fluoro Storage and Grab
- Selection of the Detector field size
- Shutters positioning
- Reset of the fluoroscopy buzzer

Pan Handle (NCVA081)

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

Control Room

The control room comprises an Xper Review Module, a keyboard, a mouse. The Xper Review Module offers the basic functions for review. The Xper Review Module contains the following functionality:

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

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

- Stopwatch and Time
- System guidance information
- Dose Area Product (DAP), Skin Dose, and accumulative dose
- Frame speed settings, fluoroscopy mode, and accumulated fluoroscopy time
- Exposure and fluoroscopy settings as Voltage (kV), Current (mA) and pulse time (ms)
- Geometry information as rotation, angulation, and SID

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

Scheduling

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

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

Preparation

The preparation page provides the information of the room and patient preparation of each individual physician. The preparation page is customizable per Xper Setting and allows each physician to provide his or her own room protocols.

Acquisition

The acquisition page contains information on the current selected patient.

Review

The review page allow s for reviewing of patient's:

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

Radiation Dose Structured Report

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

The reported data can be used for, for example:

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

Archive

Continuous Autopush (NCVA090)

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

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

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

- The export format is configurable in 512x512 or 1024x1024.
- The examination can be sent to multiple destinations for archiving and reviewing purposes.
- The Xper DICOM Image Interface provides DICOM Storage and DICOM Storage Commitment Services.
- The DICOM Query/Retrieve function allows older DICOM XA MF and DICOM SC studies to be uploaded in the system. Furthermore, additional information can be appended to a study, while keeping the patient identification the same.

Clinical Education Program for Allura Systems

Essentials OffSite Education: Philips will provide up to two (2) Cardiovascular Technologists, Registered Technologists Registered Nurses, or other system operator as selected by customer, with in-depth didactic, tutorial, and hands-on training covering basic functionality and work-flow of the cardiovascular imaging system. In order to provide trainees with the ability to apply all fundamental functioning on their system, and to achieve maximum effectiveness, this class should be attended no earlier than two weeks prior to system installation. 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

Line #	Part #	Description	Qty

information. **Travel and lodging are not included, but may be purchased through Philips. It is highly recommended that 989801292102 (CV Full Travel Pkg OffSite) is purchased with all OffSite courses**

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

The above education entitlements expire one (1) year from equipment delivery date. Ref# 106107-071214

2	**NCVB875	EP Cockpit XL	1

EP cockpit XL for Allura Xper mono-plane system with large 56-inch high resolution color LCD screen in the Exam Room
EP cockpit XL is an integrated EP lab solution supporting an efficient working environment, integrated workflow and enabler for complex procedures.
The EP cockpit XL provides the ability to:
Reduce the amount of cables, keyboards and displays in the Exam Room and Control Room
Display information from up to 8 sources simultaneously (incl. third party systems) on the Philips large 56-inch high resolution color LCD screen in the Exam Room.
Resize & enlarge information at any stage during the case on the Philips large 56-inch high resolution color LCD screen in the Exam Room.
Select, customize & save viewing lay-outs of the Philips large 56-inch high resolution color LCD screen via the Allura Xper table-side module
Display information (incl. third party systems) on any of the Philips ultra high-brightness 21-inch color LCD displays in the Control Room.
Operate connected equipment (incl. third party systems) via the Allura Xper module in the Control Room.
Select a predefined display setup and keyboard/mouse configuration, or save a custom configuration as a new preset configuration.
Store any image on any screen and/or all images on all screens as a DICOM Secondary Capture image.
The EP cockpit XL consists of:
Omniswitch
The Omniswitch is a 15 channel video-switch and 8 channel keyboard/mouse switch, operated from the Allura Xper Module in the Control Room and/or from the Allura Xper table-side module.
The Omniswitch allows the user to direct the video output of all connected medical equipment to the Philips large 56-inch high resolution color LCD screen in the Exam Room (up to 8 sources simultaneously) and to the Philips ultra high-brightness 21-inch color LCD displays in the Control Room (6 or 7 displays).
The Omniswitch allows the user to switch keyboard/mouse

Line #	Part #	Description	Qty

control for the connected medical equipment.
The Omniswitch can be connected to up to 8 medical equipment systems.
These systems can be selected and controlled with 1 or 2 keyboard/mouse combinations in the Control Room.
Medical grade, large screen high resolution color LCD display in the Exam Room
This display support the image quality requirements for monochrome X-ray images, color EP signals as well as other images and replace all displays normally delivered with an Allura Xper system for the Exam Room.
Main characteristics are:
• 56 inch, 8 Megapixel color LCD display
• Native resolution: 3840x2160
• Brightness: max 450 Cd/m2 (typical)
• Contrast ratio : 1200:1 (typical)
• Wide viewing angle (approx. 176 degrees)
• Constant brightness stabilization control
• Lookup tables for gray-scale, color and DICOM transfer function
• Full protective screen
• Ingress Protection: IP-21
Large 56-inch color LCD screen control
• Resize & enlarge information at any stage during the case via the Allura Xper table-side module in the Exam Room and/or the Allura Xper module in the Control Room.
• Select, customize & save viewing lay-outs via the Allura Xper table-side module in the Exam Room
• Select, customize & save viewing lay-outs via Allura Xper module in the Control Room
Ultra high-brightness, medical grade, color LCD displays
A total of 6 x ultra high-brightness, medical grade, color LCD displays are provided with EP cockpit XL for use in the Control Room.
These displays support the image quality requirements for monochrome X-ray images, color EP signals as well as other images and replace all displays normally delivered with an Allura Xper system.
Main characteristics are:
• 21.3 inch, 2 Megapixel color LCD display
• Display resolution (up to) : 1600x1200
• Input resolution (up to) : 1920x1200
• Brightness: 550 Cd/m2
• Contrast ratio : 800:1
• Wide viewing angle (approx. 170 degrees)
• Constant brightness stabilization control
• Independently selectable brightness settings for monochrome and color images
• Independently selectable lookup table for gray-scale, color and DICOM transfer function
Monitor ceiling suspension
A Monitor ceiling suspension for use in the Exam Room carry the large 56-inch color LCD screen, providing highly flexible viewing capabilities.
The monitor ceiling suspension is height-adjustable and moveable along ceiling rails. It can be positioned on both sides of

Line #	Part #	Description	Qty

the table and replaces the Allura monitor ceiling suspension.
Note: Two 21" additional displays (same as used in Control Room) are optional and located on top of the monitor ceiling suspension frame which carry the large 56-inch color LCD screen.
Control Room set-up
The 6 x ultra high-brightness color LCD displays, the 2x keyboard/mouse combination and Allura Xper module are designed to support an efficient workflow within the Control Room.
Equipment connected to EP cockpit XL can be operated via the Allura Xper module.

Note: The Allura Xper module is delivered with EP cockpit XL (EP cockpit)

Display information (incl. third party systems) on any of the Philips ultra high-brightness 21-inch color LCD displays in the Control Room.
Snapshot functionality
The snapshot function allows the user to store/save a screen-capture of any image on any EP cockpit display as a DICOM Secondary Capture image to a connected PACS.
The snapshot function allows the user to store/save a screen-capture of any image on any EP cockpit display as a DICOM Secondary Capture image to a connected PACS.
The snapshot-all function allows the user to store/save a screen-capture for each displayed image in the Exam Room / Control Room as seperate DICOM Secondary Capture images
Wall Connection Boxes
A total of 9 x Wall Connection Boxes are provided with EP cockpit XL.
Through Wall Connection Boxes a wide range of 3rd party equipment can be connected to the EP cockpit XL Omniswitch.
The Wall Connection Boxes provides galvanically isolated connections: Video (DVI), Network (RJ45) and Keyboard/mouse (USB) .
The Wall Connection Boxes can be located in the Technical Room, Control Room and/or Exam Room.
In case of an Equipment Rack: 1 x Wall Connection Box is permanently placed on the Equipment Rack

Notes:
Life-supporting equipment can not be connected to the Wall Connection Boxes
EP cockpit XL displays are not powered by an Uninterruptible Power Supply. Equipment that requires a (fail-safe) power connection (UPS) for the video output need an additional display connected to that equipment's UPS.
Medical equipment with dedicated keyboards or displays should not be connected without consent of the manufacturer. Please contact your 3rd party equipment vendor for information and clearance.
Compatibility

100213 Allura Xper FD10

Line #	Part #	Description	Qty
		EP cockpit XL is compatible with: Allura Xper FD10 series from Release 7.6 onwards Allura Xper FD20 series from Release 7.6 onwards	
		Allura Xper FD20 series from Release 7.6 onwards	
3	**NCVB158	**No existing Philips room**	1
4	**NCVB120	**Ceiling height < 290cm, >270cm**	1
5	**FCV0587	**Xper Live/Ref Slaving**	4
		Xper Live/Ref Slaving The Xper Live/Ref Slaving will enable the option to slave the Live or Ref video source from the Allura Xper. The total amount of Xper Live/Ref Slaving that can be selected is max 4. Xper Live/Ref Slaving is possible: - In Control Room icw FCV0011(B/W monitor in Control Room) - In Philips MCS (additional monitor excluded from this option) - Icw FCV0519 1 or 2 MCS from Skytron/Steris	
6	**FCV0589	**Legacy Video Convertor**	8
		Legacy Video Convertor The Legacy Video Cenvertor enables conversion from VGA towards DVI. The Legacy Video Convertor enables conversion from VGA towards DVI for supported input resolutions, as listed in the table below. Signal type Native resolution Image Aspect Ratio VGA 640x480 4:3 SVGA 800x600 4:3 XGA 1024x768 4:3 SXGA 1280x1024 5:4 SXGA+ 1400x1050 4:3 UXGA 1600x1200 4:3 WXGA 1280x800 16:10 (8:5) WSXGA 1440x900 16:10 (8:5) WSXGA+ 1680x1050 16:10 (8:5) WUXGA 1920x1200 16:10 (8:5) 2K 2048x1080 19:10 TV1080I/P 1920x1080 16:9 TV 480I 720x480 4:3 TV 480P 704x480 4:3 TV 576I 720x576 4:3 TV 576P 704x576 4:3 TV 720P 1280x720 16:9	
7	**NCVA089	**RIS / CIS DICOM interface**	1

Line #	Part #	Description	Qty

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

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

-Eliminate the need for retyping patient information on the Allura Xper
-Prevent errors in typing patient names and registration numbers (ensuring consistency with IS information to prevent problems in archive clusters ortosearch fora name in case of later retrieval)
-Inform the IS about the acquired images and radiation dose

Upon request from the Allura Xper system the complete worklist with all relevant patient and examination data is returned from the IS to the Allura Xper system. For each patient the following information will be shown on the Allura Xper after it has been retrieved from the IS:

Patient Identification:

- Patient name
- Patient ID
- Birth date
- Sex

Examination/Request Information:

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

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

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

- Patient name
- Patient ID
- Birth date
- Sex

Examination/Request Information:

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

Radiation dose:

- Total time of fluoroscopy
- Accumulated fluoroscopy dose
- Accumulated exposure dose
- Total dose

Line #	Part #	Description	Qty

- Total number of exposures
- Total number of frames

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

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

8 **NCVA092 Lab Reporting 1

Lab Reporting allows the user to generate and print simple reports in modality stand-alone situations. The user is able to incorporate free text and clinical images. The reporting functionality is suited for local printing and email. Part of the report is generated automatically from administrative data (e.g. patient/exam data hospital name) and required data (e.g. run-log dose information and event-log).

9 **NCVA086 Rotational Scan 1

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

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

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

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

<u>With Allura Xper FD20</u>

C-arm in side position:

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

C-arm in head position:

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

<u>With Allura Xper FD10</u>:

Poly G in side position (ceiling version):

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

Poly G in head position:

Line #	Part #	Description	Qty

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

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

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

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

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

- or foot-switch.

10 ****NCVA783** **Pivot for table base.** **1**

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

Comprising:

- pivot device with graduated scale to be mounted on the universal floor plate of the table.

Compatible with Xper Table

11 ****NCVA791** **Xper Table Tilt** **1**

This innovating SyncraTilt enhances the accuracy and efficiency of gravity-oriented procedures. It is available as an option for the Xper table in Allura Xper series systems.

SyncraTilt is ideal for interventional, myelography, phlebography and head down procedures because it provides more precise imaging of contrast medium, blood, or objects in the body.

With SyncraTilt, the isocentre is automatically located at the isocentre of rotation and angulation of the stand. If the longitudinal position of the stand changes, the tilt isocentre is changed to match with the new stand position. As a result, the region of interest is always centred

As the table tilts, the X-ray beam automatically coordinates to the movement.

The table floats even when tilted, and the region of interest can be followed by panning the tabletop.

Line #	Part #	Description	Qty

When combined with the Bolus Chase option, SyncraTilt enables phlebography to be performed with a head-up tilted patient.

The option provides:

- 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 35cm)
- easy to use controls
  Comprising:
  - Tilt drive with user controls `

Compatible with:
. Xper table in Allura Xper FD series Rel 3 onwards (monoplane versions) and Rel 2 onwards (biplane verions)
. Bolus Chase
. Pivot for table base
. swivel for table base

12 ****NCVB882** **Cradle extension** **1**

This extension provides the possibility to cradle the table top.
This allows optimal positioning of the patient for f.i. more invasive (surgical) or guided puncture procedures.
Functionality:
. isocentric cradle with maximum cradle range: -15 degrees to +15 degrees for the full tilt range
cradle speed: 3 degrees/sec
. automatic safeguarding system with manual override
. easy to use controls

13 ****FCV0510** **Long mattress cardio** **1**

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

14 ****FCV0017** **CABLE CARRIER CS** **2**

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

15 ****FCV0565** **Personal Dose Meter(10 pieces)** **2**

This package includes ten equal pieces of Personal Dose Meters.

The Personal Dose Meter (PDM) is a small and easy to wear active Xray dose meter intended to measure
and store received Xray dose of staff, present in an Xray room during radiation. The PDM has build-in
wireless communication to connect to the DoseAware Base Station for real time dose-rate indication and
has a long battery life for maintenance-free usage. In addition it can be personalized to increase interest
and awareness. The PDM not only records warning level profiles every second for a total of 3600 sec

Line #	Part #	Description	Qty

(cyclic overwritten), but also stores accumulated dose data every hour for maximum 5 years.
A clip and a lanyard holder are included to facilitate easy wearing.

The PDM can be configured via the cradle and DoseView (and the optional Dose Manager) software for
the following attributes:

- Full name (max 40 bytes)
- Display user name (max 16 bytes)
- User group from list
- PDM ID (max 16 characters)
- Position on body
- Date & time = Real Time Clock, synchronized with local time, and being the clock master for the DoseAware system. With each
- connection PDM => Base Station => Dose Manager the timing is synchronized automatically.
- Date of PDM assignment to a person
- Dose history reset
- Sleep mode On/Off
- Annual dose limit

The PDM has following specifications:

- Operational unit: HP10
- Dose range: 1µSv – 10 Sv
- Dose resolution: 1 µSv
- Dose uncertainty: 5% or 1 µSv
- Dose rate range: 10 µSv/hr – 50 mSv/hr (3 nSv/s – 15 µSv/s)
- Response time: < 4 s, 40 µSv/hr – 100 µSv/hr; < 1 s above 100 µSv/hr
- Energy dependency X-, ?-rays: N40-N160 (33keV – 118 keV)
- Average battery life: 3 – 5 years, depending on daily use
- Weight: 30 gr
- Dimensions: 45 x 45 x 10 mm (w x h x d)
- Personalization: 8 inlays with colour
- Communication radio: Center frequency 868.3 Mhz for Europe version
  915 Mhz for USA version

16	**FCV0566	**Personal Dose Meter rack**	4

This stainless steel rack facilitates storage of up to 5 ea Personal Dose Meters.
Intended to be mounted on a wall.
Dimensions: 40 x 19 x 6 cm (W x H x D)
Weight: 0,4 kg

17	**FCV0567	**Base Station Package**	1

Line #	Part #	Description	Qty

The Base Station is the heart of the DoseAware system that helps staff, wearing a PDM in the Xray
room, by seeing the level of received Xray dose, to increase awareness and to stimulate taking measures
to reduce received dose.
It offers Online View, which displays real time dose rate and immediate dose data for any Personal Dose
Meter (PDM) in range. The Walk-Up View enables easy access to personal dose history and PDM settings.
The Base Station has a touch screen interface and wireless communication with the PDM. The PDM
dose information is stored within the Base Station and can be retrieved by the optional DoseAware Dose
Manager software via a standard network interface to complete the DoseAware system with archiving
and reporting functions.
The Online screen shows up to eight PDM's in range simultaneously. For each PDM the name is shown
next to a bar graph that displays real time the actual measured dose rate level separated in three colored
zones: green, orange, red.
These colours symbols:
Green: the user is in the comfort zone, aware of radiation, adequate precautions have been taken
Red: the user is out of the comfort zone, precautions (like distance, shuttering, lead protection, Xray filters, fluoro flavor, position in the room, applied projection) can be taken to reduce received radiation.
The max dose rate of each zone is marked in µSv/h on top of the scale. In addition the dose rate peek
level of the actual Xray exposure is displayed as a single block, that is kept visible for max 10 sec after exposure end.
The touch screen also allows access to data stored in the PDM in range. The Walk-up view can show all
configured attributes of the PDM, the actual battery status, and personal dose overviews (accumulated
dose per hour, per day, per week and over the year as percentage of the annual dose limit)

The Base Station package includes also:

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

The compact cradle connects a PDM to a PC via a USB 2.0 port. In combination with the DoseView package it offers PDM-user setting management (password protected administrative function) and dose data read-out/analysis. It shows similar dose history views as the Base Station, but "off-line" via the PC and with more details, as long as the PDM is in the cradle. As the cradle takes over battery power supply, it's also an easy way to verify battery status if the PDM seems to have empty battery. (like no connection with Base Station)
Specifications of the Base Station:

- Dimensions: 30 x 25 x 6 cm (W x H x D)
- Weight: 1.45 kg

Line #	Part #	Description	Qty

- Display: 10.4 " touch screen, 640 x 480 pixels
- Memory: 512 Mb
- Storage: all dose-rate/sec and accumulated dose/hr that are received from PDM's in range. The memory size accommodates f.i250 PDM's with 50 hours dose rate history each.
- Power Supply: via adapter, 90-264 VAC, 24 W
- Communication: wireless radio communication with PDM's (see PDM spec) Ethernet 10/100 Mbits/s port for the Dose Manager connection

18 ****NCVB240** **Integr EPcockpit XL and EPnav** **1**

This extension enables the use of EP navigator (NCVB180) inside the integrated EP cockpit platform. There is no need for additional hardware on top of this extension.

19 ****NCVB991** **EP Navigator R4** **1**

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

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

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

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

Clinical Education Program for EP Navigator

CV EP Navigator OnSite Education: Clinical Education Specialists will provide sixteen (16) hours of CV EP Navigator OnSite Education for up to four (4) students, selected by customer, including technologists from night/weekend shifts if necessary. CEU credits may be available for each participant that meets the guidelines provided by Philips. Please refer to guidelines for more information. Note: Philips personnel are not responsible for actual patient contact or operation of equipment during education sessions except to demonstrate proper equipment operation. Education expires one (1) year from equipment installation date (or purchase date if sold separately). Ref# 230-100615

20 ****NCVB992** **3D EP Rotational Scan** **1**

Line #	Part #	Description	Qty

3D EP rotational scan reconstructs three-dimensional (3D) cardiac anatomy from a rotational angiography. It provides real-time and 3D anatomic detail during the intervention, in the EP lab itself.

When used as an overlay onto live fluoroscopic images, this 3D anatomy is used in EP navigator as a roadmap to guide catheter navigation. Alternatively, the segmented 3D anatomy can be transferred to a compatible mapping system to navigate catheters on images with real 3D anatomical detail without using X-ray.

The 3D EP rotational scan features a unique reduced angular rotation range in head and nurse position to simplify the workflow, e.g. not interfere with anesthesia logistics. All EP navigator functions, such as Endo View and Point Tagging, are available when using 3D EP rotational scan.

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

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

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

Main characteristics of back-up displays are:

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

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

22	**NCVA165	**1st Xper Module in Exam.Room**	1
23	**NCVA169	**2nd Xper Mod. in Control Room**	1
24	**NCVA856	**No room prepared for IVUS**	1
25	**NCVC005	**Equipment Rack DVI dual link**	1

The Equipment Rack for EP cockpit allows users of the Philips Allura Xper system to organize all the equipment used in an EP Lab on one moveable rack and removes cable clutter through a cable conduit. This provides a much "cleaner" organized look for the busy EP Lab.
The ceiling-mounted Equipment Rack, located in the Exam Room, can support 3rd party equipment. Cabling for this equipment is guided up through the ceiling mounted suspension. It can be moved by swiveling the ceiling mounted boom. The Equipment Rack can be positioned within a circular range of 1.6 meters.
The Equipment Rack consists of:

Line #	Part #	Description	Qty

• 5 shelves and 1 drawer with flexible mounting position and can support 225kg of equipment weight.
• An infusion extension rod
• An extension arm with a standard VESA mounting plate, on which different types of equipment can be mounted
• A Wall Connection Box (1 of the standard EP cockpit Wall Connection Boxes) with Power (230V, 50Hz), Grounding, Network (RJ45), Keyboard/mouse (USB) and Video (DVI) connections
• 10 country-specific power connectors
• 4 Ethernet network connectors
• Ergonomically operating handles with pneumatic brakes
• Standard gas outlets for O2, NO2, and Vacuum
Notes:
• Life-supporting equipment cannot be connected to the Equipment Rack.
• Medical equipment with dedicated keyboards or displays should not be connected without consent of the manufacturer. Please contact your 3rd party equipment vendor for information and clearance.
• Only EP cockpit-compatible configurations of Carto and EPWorkmate should be connected. Customers are requested to contact their local Biosense Webster or EPMedSystems representative for further information on compatibility.
• The Wall Connection Box can be used to connect 3rd party equipment that complies with the following requirements:
• Qualified medical electrical equipment [IEC 60601-1]
• IEC 950 only if connected to an EP cockpit Wall Connection Box mains (230V) connection in the Control Room or otherwise isolated from hospital mains according IEC60601-1.
• Connected to the same earth as the Philips Protective Conductor Bar (PPCB).
• Can be operated with a standard AT 101-key US English keyboard connected through a USB connection.
• Provide video-output that matches the display range of the Color monitor that is used for display. Most display formats up to 1600x1200 are supported.

26	****NCVA830**	**US Standard**	**1**
27	****NCVB770**	**Unknown (for quoting purposes)**	**1**
28	****989600207421**	**Equipment rack Predelivery set**	**1**

Pre-delivery for Equipment Rack.

29	****989801292102**	**CV Full Travel Pkg OffSite**	**2**

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

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

30	****980306640009**	**Blue Anti-Fatigue Floor Mat w/ Logo**	**3**

Line #	Part #	Description	Qty
		Blue Anti-Fatigue Floor Mat w/ Logo	
31	**980406190009	**PIVOTING TABLE-MOUNTED RADIATION SHIELD**	1

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

The table mounted radiation shield provides the following features:

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

The table mounted radiation shield includes:

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

Docking device for wall mounting.

32	**989801220070	**Carrot C-Com Intercom**	1

C-Com is a state-of-the-art digital wireless communication system specifically suited for medical environments. Compared to conventional systems that include central microphones and overhead speakers, C-Com dramatically reduces noise and distraction, enhances patient comfort and synchronizes clinical activities.

- The C-Com System includes (5) wireless headsets.
- The C-Com System is part of the Carrot Advanced Tool Set and not intended for diagnostic use.
- Whisper-sensitive military spec directional microphones
- Extremely comfortable headsets ensure flawless audio fidelity and precise communication.
- Physician instructions and collaborative communication are distributed to all team members

1 year warranty

33	**989600213942	**AD5 TO XPER TABLE ADAPT. PLATE**	1
34	**SP059B**	**Universal Power Supply**	1

Philips Power Solutions UPS for FD10 system.

35	**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.

100213 Allura Xper FD10

Line #	Part #	Description	Qty

Product: Toshiba CATH LAB
Serial Number: 1-1EUVTY
Manufacturer: TOSHIBA AMERICA MEDICAL SYSTEMS

Trade-In authorization number: 27801

Trade-In Value: $0.00

De-install Date: 1/15/2013

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

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

36	SEBLRSVNP1	Customer Note	1

Hospital will supply contrast media injector.

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

Promotion Name	Description
MedAssets Q412 EP Cockpit	This special promotion provides EP Cockpit at a greatly reduced price for MedAssets/Broadlane customers. All orders for this promotion must be received on or before December 31, 2012
MedAssets Q412 EP Navigator	This special promotion provides EP Navigator at a greatly reduced price for MedAssets/Broadlane customers. EP Navigator is an interventional tool for fusing CT images with live xray. This helps physicians when doing A-Fib ablation planning. All orders for this promotion must be received on or before December 31, 2012.
Mono Closer Q4, 2012	All orders for this promotion must be received on or before December 28, 2012.

NET PRICE $1,018,330.64

Buying Group: MEDASSETS SUPPLY CHAIN SYSTEMS INC Contract #: Multi Modality GB Q4 12

Addt'l Terms:

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

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

Price above does not include any applicable sales taxes.

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

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

Tax Status:

Taxable_____ Tax Exempt_____

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

Delivery/Installation Address:

_____

_____

_____

Invoice Address:

_____

_____

_____

Contact Phone #:

_____

Contact Phone #:

_____

Purchaser approval as quoted:

_____

Date:

_____

Title:

_____

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

Philips Standard Terms and Conditions of Sale

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

LICENSED SOFTWARE

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

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

071612 (Rev I)

Schedule 1

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

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

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

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

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

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

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

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

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

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

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

PHILIPS PRODUCT WARRANTY

CARDIOVASCULAR (CV) SYSTEMS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

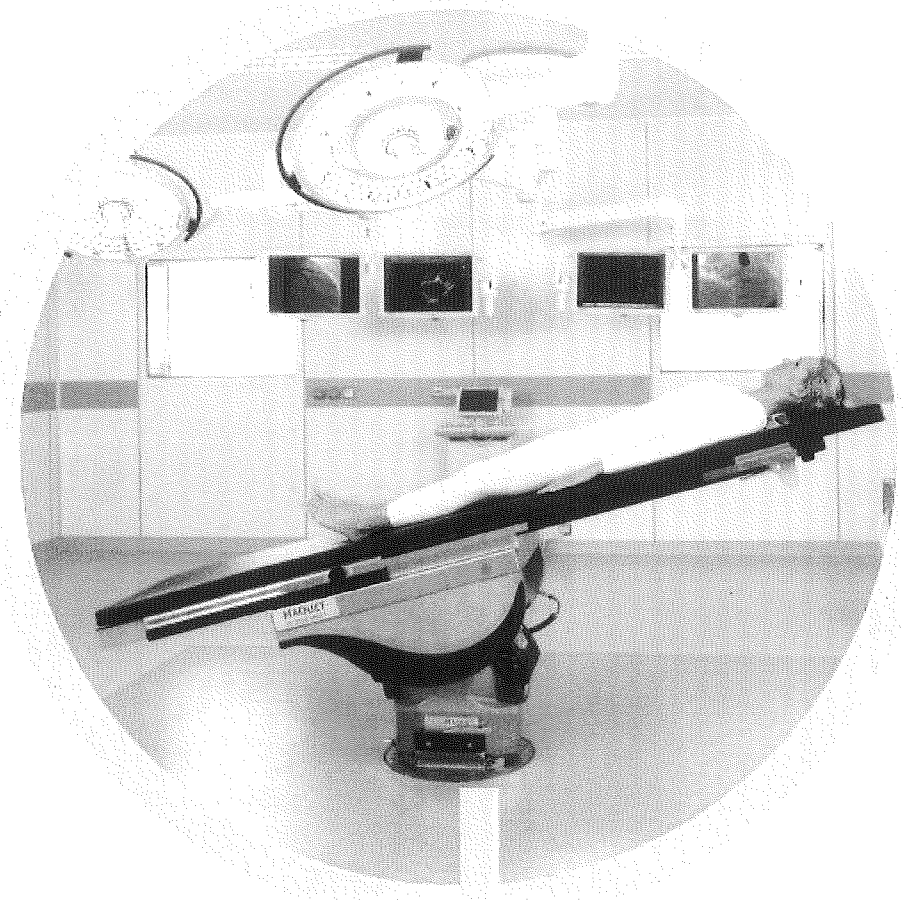
Attachment 4

MAQUET
GETINGE GROUP

Jeffrey Yardley
Purchasing Manager

UNIVERSITY OF NORTH CAROLINA
CHAPEL HILL, NC, 27517

MAQUET OR Tables • MAQUET OR Lights • MAQUET OR Tables • MAQUET OR Lights •
#1 in user Satisfaction Ratings from MD Buyline Q1 2010 to Q3 2011
SURGICAL WORKPLACES



Mark Story
Surgical Systems Specialist SW

MAQUET
GETINGE GROUP

MAQUET Medical Systems, USA
45 Barbour Pond Dr, Wayne, NJ 07470
PHONE: 888-MAQUET3 / FAX: 973-709-7651
Mark Story
Surgical Systems Specialist SW
(704) 574-7700
mark.story@maquet-inc.com

UNIVERSITY OF NORTH CAROLINA/128111
101 MANNING DR
CHAPEL HILL, NC, 27517
Attn: Jeffrey Yardley
Title: Purchasing Manager

Quote number:QORKTA100GTA
10/7/2012

MAQUET Medical Systems, USA is pleased to submit the following quotation for the products and services described herein at the stated prices and terms, subject to your acceptance of the terms and conditions as listed on all attached pages. This quotation is subject to final approval by MAQUET Medical Systems, USA and is not considered firm or binding until accepted by the corporate offices and an order acknowledgement issued to the customer.

All inquiries regarding this quotation should reference the quote number and be directed to your local representative or corporate offices.

This proposal and pricing terms are considered proprietary and confidential. This document cannot be shared or provided to any other 3rd party organization or personnel without the expressed written consent of Maquet.

MAQUET SURGICAL WORKPLACE SYSTEMS PER ATTACHED LINE ITEM PRICING
Special Instructions:

Terms of payment: Per GPO Contract
Per GPO Contract
Freight charges and taxes, if any, are payable upon receipt of invoice.

Delivery subject to availability

This quotation is in US dollars: Valid for 45 days

PriceList: MEDASSETS/HSCA PLUS SW
Contract#: CE00123

This Quotation includes the following pages:

MAQUET Medical Systems, USA

By:_____
(Signature)
Name: **Mark Story**
Title: **Surgical Systems Specialist SW**
Date:_____

CUSTOMER'S ACCEPTANCE

By:_____
(Signature)
Name: **Jeffrey Yardley**
Title: **Purchasing Manager**
Date:_____

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MAQUET Surgical Workplaces Proposal

Description	Qty	Price	
Lights	**1**	**$29,657.54**	
Lights	**1**	**$11,183.18**	

MAQUET proposal total: **$40,840.72**
Please fax your Purchase Order to MAQUET Medical Systems, USA at: 973-709-7651

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GETINGE GROUP

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101 MANNING DR
CHAPEL HILL, NC, 27517
Attn: Jeffrey Yardley
Title: Purchasing Manager

Quote number:QORKTA100GTA
10/7/2012

Lights
Quote Line Items

Qty	Description	Unit List Price	GPO Price	Extended Discounted Price
1	PWD 30 SF HOR Part #: ALMPWD209010C	$17,793.30	$12,821.34	$12,821.34
1	SAT XO 13 Part #: ALMSAT209001C	$2,386.65	$1,719.75	$1,719.75
1	Satelite Single Anchor Plate Part #: USALM43427	$559.65	$376.79	$376.79
1	Satelite Flat Cover Part #: ALM515011999	$255.15	$183.85	$183.85
1	Mounting Hardware Kit For Lights / Satelite Part #: USALM43452B	$208.95	$150.56	$150.56
1	Satelite Flange Plate Part #: ALM515023999	$776.00	$554.84	$554.84
1	Generic Satelite Suspension Tube Part #: USGENSATSUSTUB	$1,501.50	$1,072.50	$1,072.50
1	Satelite Axis 2 or 3 Cover (quantity 1) Part #: ALM515053999	$100.80	$76.36	$76.36
1	WPS10 POWER MODULE FOR SINGLE PWD CONFIGURATIONS Part #: ALM568302956	$1,689.00	$1,194.54	$1,194.54
1	MAJOR LIGHT POWER SUPPLY TERMINATION BOX KIT Part #: ALM367301900	$826.79	$585.45	$585.45
1	BPS COVER	$417.00	$295.28	$295.28

	Part #: ALM367302900			
1	STAINLESS STEEL DOUBLE FACADE	$419.00	$296.69	$296.69
	Part #: ALM567320999			
1	TRIPLE GANG ELECTRIC JUNCTION BOX	$37.00	$26.20	$26.20
	Part #: US0007-2133			
1	CABLE CAT5E 15M	$69.00	$48.86	$48.86
	Part #: ALM567313901			
2	PLUGS RJ45	$39.00	$27.62	$55.24
	Part #: ALM567313903			
1	Devon Handle Adaptor For PWD 300	$281.40	$187.64	$187.64
	Part #: ALM568330902			
1	Interface For Devon Softglove	$401.10	$270.11	$270.11
	Part #: USALM50240			
1	X-Ray Shield Mavig OT50001-MQ	$9,314.55	$5,220.54	$5,220.54
	Part #: ALM567701907			
1	Install Dual Arm System	$2,186.10	$2,021.00	$2,021.00
	Part #: US6674-I-DUALARM			
1	Major Light - MCare Point of Sale GOLD Plan - 3 year	$2,500.00	$2,500.00	$2,500.00
	Part #: USGDMALTPOS3			

Total Price: **$29,657.54**

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Quote number:QORKTA100GTA
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Lights
Quote Line Items

Qty	Description	Unit List Price	GPO Price	Extended Discounted Price
1	SAT XO 13 Part #: ALMSAT209001C	$2,386.65	$1,719.75	$1,719.75
1	Satelite Single Anchor Plate Part #: USALM43427	$559.65	$376.79	$376.79
1	Satelite Flat Cover Part #: ALM515011999	$255.15	$183.85	$183.85
1	Mounting Hardware Kit For Lights / Satelite Part #: USALM43452B	$208.95	$150.56	$150.56
1	Satelite Flange Plate Part #: ALM515023999	$776.00	$554.84	$554.84
1	Generic Satelite Suspension Tube Part #: USGENSATSUSTUB	$1,501.50	$1,072.50	$1,072.50
1	Satelite Axis 2 or 3 Cover (quantity 1) Part #: ALM515053999	$100.80	$76.36	$76.36
1	Satelite Axis 1 Cover Part #: ALM515089999	$236.25	$174.99	$174.99
1	X-Ray Shield Mavig OT50001-MQ Part #: ALM567701907	$9,314.55	$5,220.54	$5,220.54
1	Install Single Arm System Part #: US6670-I-SGLARM	$1,788.15	$1,653.00	$1,653.00

Total Price: **$11,183.18**

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10/7/2012

MAQUET Medical Systems, USA
STANDARD TERMS AND CONDITIONS

1. DESIGNATIONS. For the purpose of these conditions, MAQUET Medical Systems, USA shall be referred to as "Seller." The purchaser shall be referred to as "Buyer." The Seller agrees to extend rights to the products ("Products") listed in the Sales Quote ("Quote") to the Buyer under the terms and conditions of this agreement ("Agreement") and the Quote.

2. INTERPRETATION AND COMPLETENESS. Different or additional terms previously or hereafter proposed by Buyer, are not agreed to by Seller. Clerical errors on the part of Seller are subject to Seller's correction and in the event of such correction, the correction shall control. Except for GPO contracts, this contract, along with the Quote, contains the final and entire agreement between Seller and Buyer and supersedes any and all prior agreements, understandings and communications between the parties with respect to the Products. No notice, understandings, representations, warranty extensions, agreements, modifications, waivers, alterations or additions shall be effective unless in writing and signed by Seller and Buyer. The terms and conditions of the Quote shall control in case of any conflict with the terms and conditions of the Quote and of this Agreement. The terms and conditions of the Quote and this Agreement shall control in case of any conflict between the Quote and this Agreement and the terms of any bid, quote, purchase order, invoice, contract, or similar document written by the Buyer or a third party, except for GPO contracts, in which case the contract between the GPO and Seller shall control.

3. PRICES AND TERMS. Unless otherwise stated, the quotation shall only be valid for time indicated on the quotation. All prices quoted with respect to any product to be delivered within the United States of America are U.S. dollars F.O.B. shipping point, and Seller's regular terms of Net 30 days, subject to the approval of its credit department and issuance of an order confirmation, shall apply. Pro rata payments shall become due from Buyer to Seller as shipments are made. In the case of Products manufactured to special order, if manufacture is delayed by Buyer, payment shall be made based on the contract price and percent of completion. Buyer shall be liable for the price of all Products substantially conforming to Seller's published specifications, notwithstanding that Buyer may not have accepted or may have revoked acceptance of same. Seller may, at any time and from time to time, at its sole discretion, limit or cancel the credit of Buyer as to time and amount and as a consequence, may demand payment in cash before delivery of any unfilled portion of this contract, and failure of the buyer to make any such payment within 30 days after demand shall constitute a default under this contract. Approval of credit for one or more deliveries or contracts shall not be deemed a waiver of the provisions of this paragraph. Buyer hereby represents to Seller that it is now solvent and agrees that each acceptance of delivery of the Products sold hereunder shall constitute reaffirmation of the representation at such time. Buyer shall be deemed to have assented to, and waived any objection to, this Agreement upon the earliest to occur of any of the following: Buyer's completion or execution of this Agreement; Buyer's acceptance of all or any part of the Products subject to this Agreement; Buyer's failure to object in writing to this Agreement or to cancel its order within ten (10) days of receipt of Seller's confirmation of Buyer's purchase order; or delivery of the Products to the common carrier for shipment pursuant hereto. Buyer represents, warrants and covenants that it is acquiring the Products for its own end use and not for reselling, leasing or transferring to a third party (except for lease-back financings).

4. DELIVERY AND RISK OF LOSS. Buyer will be responsible for insuring shipments. All freight charges and other transportation, packing and insurance costs, license fees, and other similar charges shall be the sole responsibility of the Buyer. If shipments are delayed by Buyer, payments shall become due from date when Seller is prepared to make a shipment. Buyer shall immediately report to Seller any problem with a shipment so that Seller may address the problem with the shipper. Should the agreed delivery date be postponed by Buyer, Seller shall have the right to deliver the Products to off-site storage at Buyer's risk and expense. Buyer will receive and off load shipments. Any postponed delivery, for more than ninety (90) days requested by Buyer, is subject to increase in pricing as in effect on the new delivery date. At the discretion of the Seller, delivery under this Sales Order may be made, unless otherwise stated, in installments and will be billed as made. Title

to each shipment of the product sold hereunder and risk of loss thereon passes to Buyer when such Products leave Seller's shipping dock. However, the goods will remain subject to Seller's rights of stoppage in transit and of reclamation. Further, if Buyer should fail to pay any amount Buyer owes to Seller on account of such Products within 60 days from delivery, Seller shall have, in addition to any other rights of Seller, the right (without liability of Seller) to repossess such Products or to require Buyer to effect (at Buyer's expense) return delivery of such Products to Seller. In addition, until Buyer has paid to Seller the entire amount due to Seller for such Products, Seller shall retain a security interest in such Products in the amount of the full purchase price plus all other amounts due for the Products and all costs of collection incurred by Seller (including but not limited to court costs and reasonable attorney's fees), and Seller shall retain all rights and remedies of a secured party under the Uniform Commercial Code as in effect at the time of delivery of such Products. A copy of Seller's invoice may be filed with the appropriate authorities at any time as a financing statement or chattel mortgage in order to perfect Seller's security interest. Upon the request of Seller, Buyer will execute any financing statements and other documents or instruments necessary or appropriate in order for Seller to perfect its security interest. If shipping instructions for any shipment are not received before shipment date, or if payment is to be made on or before delivery, title and risk of loss passes as soon as the shipment has been set aside by Seller and invoiced to Buyer (subject to Seller's rights as an unpaid Seller) and payment shall be made in accordance with invoice as though the Products had been shipped and accepted by Buyer and Seller shall be under no duty to carry insurance thereafter. In the event of any loss or damage to any of the Products during shipment, Buyer should make claim against the carrier.

5. FORCE MAJEURE. Any party to this agreement whose performance is delayed or otherwise rendered impossible due to acts of God or embargoes or strikes or shortages of power or materials or employees or government orders or regulations which are beyond the reasonable control of the party obligated to perform, shall be excused during the period of this delay provided that the party immediately notifies the other party in writing and takes all reasonable steps to remedy the situation. If, as a result of any such delay, Seller is unable to perform this contract in whole or in part, then to the extent that it is unable to perform the contract shall be deemed terminated without liability to either party, but shall remain in force as to the unaffected portion thereof if any.

6. SALES AND SIMILAR TAXES. Unless otherwise stated, the Seller's prices do not include sales, use, excise or similar taxes. Consequently, in addition to the prices specified herein, the amount of any applicable present or future sales, use, excise or other similar tax applicable to the sales of the Products shall be paid by Buyer. All applicable taxes will be billed unless an exemption certificate is provided in advance.

7. RETURNS. Any and all returns must be approved prior to acceptance and all returns must be accompanied by an RGA number issued by Seller. All returns are subject to a restocking fee and must be in new and undamaged condition to qualify for credit.

8. CANCELLATION. Orders accepted by Seller are non-cancelable by Buyer except upon Seller's (1) written consent and (2) payment by Buyer of Seller's reasonable cancellation charges, which will not exceed 10% of the price of the affected Products if canceled before 90 days of expected delivery date. If canceled by Buyer within 90 days of expected delivery date, Buyer agrees to pay a 30% cancellation fee plus any shipping, insurance, inspection and refurbishment charges. In no event can an order be cancelled by Buyer or Products be returned to Seller after shipment has been made.

9. REMEDIES. The remedies provided for herein are the sole and exclusive remedies of the Buyer.

(a) If Buyer notifies Seller in writing sent by registered mail, of a claimed defect, then (1) Buyer shall, together with his notice of claim, offer Seller in writing prompt opportunity to examine the product and failure to do so constitutes acceptance and waiver of all claims for defect; (2) If seller determines the claim to be valid, it may elect to replace defective product within a reasonable time by so advising Buyer in writing within 20 days of such determination.

(b) If not so replaced, Seller's liability for damages on account of any claimed defect on any product delivered by Seller shall be limited to the purchase price of the product on which the claim is based.

10. LIMITATION OF LIABILITY. Seller's liability for damages to the Buyer for any cause whatsoever, and regardless of the form of action, whether in contract or in tort including negligence, shall be limited to the lesser of the actual loss or the purchase price stated in the applicable contract for the specific Product that caused the damages or that are the subject matter of, or are directly related to, the cause of action. The foregoing limitation of liability will not apply to a patient's claims of personal injury caused by Seller's negligence. In no event, whether as a result of breach of contract, warranty, tort (including negligence) or otherwise, shall Seller or its affiliates, agents, employees or suppliers be liable for any consequential, incidental, unforeseen, special or punitive damages including, but not limited to, loss of profits or revenues, loss of use of any Products, loss of stored, transmitted or recorded data, damage to Products, cost of capital, cost of substitute products,

facilities, service or replacement service, downtime costs, or claims of the Buyer's own customers for such damages. The foregoing is a separate, essential term of this agreement and shall be effective upon the failure of any remedy, exclusive or not.

11. SEVERABILITY OF BREACH. Any defect in quality, or delays in delivery or non-delivery shall effect only the particular installment so defective or delayed and shall not affect the balance of the contract. Any delivery not in dispute shall be paid for on the due date, as provided in this contract without offset, defense or counterclaim and regardless of controversies relating to other delivery or undelivered product.

12. DEFAULT BY BUYER. If Buyer fails, with or without cause, to furnish Seller with specifications and/or instructions for, or refuses to accept deliveries of, any of the products herein sold or is otherwise in default under, or breaches or repudiates, this or any other contract with Seller or fails to pay when due any invoice under said contracts, then, in addition to any and all other remedies which Seller may have hereunder or by law, Seller without notice (1) may bill and declare due and payable all undelivered products under this or any other contract with Seller and/or (2) may defer shipment hereunder and under any other contract until such default, breach or repudiation is removed and/or (3) may cancel any undelivered portion of this and/or any other contract in whole or in part (Buyer remaining liable for damages). Buyer agrees to reimburse Seller for all costs, including attorney's fees and collection agency charges, incurred by Seller in collecting payments that are past due.

13. INDEMNITY. Buyer will indemnify, defend, and hold Seller harmless from injuries to persons or property (or suits or claims resulting therefrom) where such injuries result, whether directly or indirectly, from the sale or use of the product sold by Seller to Buyer hereunder. This indemnity shall not apply if the injury is caused by the sole negligence of Seller, and only applies to the extent injuries are caused by the negligence or willful misconduct of the Buyer.

14. PRODUCTS SOLD. Any Product that becomes obsolete before shipment under this Sales Order may be substituted for by Seller at time of shipment. In addition any product that is sold as new under this Sales Order may contain refurbished parts that meet the same quality and control procedures and warranty as for new Products.

15. DELAYED PAYMENT. A service charge of 1½% per month, not to exceed the maximum rate allowed by law, shall be made on any portion of Buyer's outstanding balance which is not paid within thirty (30) days after invoice date, which charge shall be determined and compounded on a daily basis from the due date until the date paid. Payment of such service charge shall not excuse or cure Buyer's breach or default for late payment. In addition, in the event that Buyer materially breaches this Agreement by failing to make any payment to Seller within this thirty (30) day period, including but not limited to any payment under any service contract, promissory note or other agreement with Seller, then Seller shall have no obligation to continue performance under any agreement with Buyer. At Seller's election upon Buyer's failure to pay when due any amount required to be paid to Seller under this Agreement: (a) the entire amount of any indebtedness and obligation due Seller under this Agreement and interest thereon shall become immediately due and payable without notice, demand, or period of grace; (b) Buyer shall put Seller in possession of the Products upon demand; (c) Seller may enter any premises where the Products are located and take possession of the Products without notice or demand and without legal proceedings; (d) at the request of Seller, Buyer shall assemble the Products and make them available to Seller at a place designated by Seller which is reasonable and convenient to all parties; (e) Seller may sell or otherwise dispose of all or any part of the Products and apply the proceeds thereof against any indebtedness or obligation of Buyer under this Agreement (Buyer agrees that a period of 10 days from the time notice is sent to Buyer shall be a reasonable period of notification of sale or other disposition of the Products by or for Seller); (f) if this Agreement or any indebtedness or obligation of Buyer under this Agreement is referred to an attorney for collection or realization, Buyer shall pay to Seller all costs of collection and realization (including, without limitation, a reasonable sum for attorney's fees, expenses of title search, all court costs and other legal expenses) incurred thereby; and (g) Buyer shall pay any deficiency remaining after collection of or realization by Seller on the Products.

16. PAYMENT OF LESSER AMOUNT. If Buyer pays, or Seller otherwise receives, a lesser amount than the full amount provided for under this Agreement, such payment or receipt shall not constitute or be construed other than as on account of the earliest amount due Seller. Seller may accept any check or payment in any amount without prejudice to Seller's right to recover the balance of the amount due to or pursue any other right or remedy. No endorsement or statement on any check or payment or in any letter accompanying a check or payment or elsewhere shall constitute or be construed as an accord or satisfaction.

17. WARRANTY. SELLER HEREBY EXPRESSLY EXCLUDES ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS, except as such warranties may be set forth in this Agreement, Seller's current operating manual catalog or written guaranty covering such product. SELLER ALSO HEREBY EXCLUDES ANY WARRANTY THAT THE PRODUCTS SOLD HEREUNDER SHALL BE FREE OF THE

RIGHTFUL CLAIM OF ANY THIRD PERSON BY WAY OF PATENT, COPYRIGHT, TRADEMARK, OR TRADE SECRET INFRINGEMENT OR THE LIKE. Seller does not warrant that the operation of the Products or programming will be uninterrupted or error-free.

18. WAIVER. Waiver by Seller of a breach by Buyer of any provision of this contract shall not be deemed a waiver of future compliance therewith, and such provision, as well as all other provisions hereunder, shall remain in full force and effect.

19. VENUE AND CHOICE OF LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey with the venue to resolve any dispute being any authorized court located in New Jersey. IN THE EVENT OF ANY DISPUTE BETWEEN THE PARTIES, WHETHER IT RESULTS IN PROCEEDINGS IN ANY COURT IN ANY JURISDICTION OR IN ARBITRATION, THE PARTIES HEREBY KNOWINGLY AND VOLUNTARILY, AND HAVING HAD AN OPPORTUNITY TO CONSULT WITH COUNSEL, WAIVE ALL RIGHTS TO TRIAL BY JURY, AND AGREE THAT ANY AND ALL MATTERS SHALL BE DECIDED BY A JUDGE OR ARBITRATOR WITHOUT A JURY TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW.

20. ACCESS. Buyer will provide Seller's representatives reasonable and necessary access to Buyer's facilities in the ordinary course of business.

21. ASSIGNMENTS. Neither party may assign this agreement without the express written consent of the other party. This Agreement shall inure to and be binding upon the parties and their respective successors, permitted assigns and legal representatives. Seller may however, unilaterally assign this agreement to a subsidiary, affiliate, or division.

22. DISCOUNTS/REBATES. The parties agree that any discounts or rebates on items or services provided by Seller under this Agreement constitute a "discount or other reduction in price" of the items or services under Section 1128B(b)(3)(A) of the Social Security Act, 42 U.S.C. §1320a-7b(b)(3)(A). Buyer must properly disclose actual prices paid for items or services acquired pursuant to this agreement, including any discounts or rebates, on any Medicare, Medicaid or other Federal Health Care Program (as defined in Section 1128B(f) of the Social Security Act) cost report for the fiscal year in which earned or the following year. In addition, Buyer must furnish, upon request by the Secretary of Health and Human Services, the State Medicaid or other Federal Health Care Program agency, all information concerning the amount or value of the discounts or rebates, including this agreement and related invoices and statements. Seller reserves the right to withhold any rebates as outlined in the Quote should Buyer's account become past due, and to set off the withheld rebates against the past due accounts if necessary.

23. COMPLIANCE. Buyer acknowledges and expressly agrees that the Products are subject to certain laws of the United States of America and other countries, including, without limitation, the United States Export Administration Regulations, the United States economic sanctions rules and regulations, the United States anti-boycott regulations, the United States Anti-Money Laundering laws, the United States Anti-Terrorism laws and the Foreign Corrupt Practices Act. Buyer acknowledges and expressly agrees that Buyer, its affiliates, employees and agents will comply with all such applicable laws.

Import duties and taxes levied in the country of destination shall be charged to Buyer. Further, Buyer must bear the cost of any customs, duties and taxes that may be levied by reason of exportation.

Despite anything to the contrary in this Agreement, performance under any part of this Agreement is made expressly contingent on the issuance of required export authorizations (e.g., licenses) from the U.S. Government. Any such authorizations may restrict the nature of allowable activities under this Agreement, including payment terms, end-users of Products, and the involvement of certain restricted banking institutions. Any such authorization also may require post-sale or other reporting to the U.S. Government. Buyer shall comply with all requirements and conditions, including restrictions on end-users and financial institutions, of any export authorizations (e.g., licenses) from the U.S. Government. If Buyer purchases a Product at the purchased price and exports such Product, or transfers such Product to a third party for export, outside of the U.S., Buyer shall pay to Seller the difference between the domestic price and the international retail price of such Product.

Seller shall be excused from performance, and not be liable for damages or costs of any kind, resulting from an authority's denial, withdrawal or delay in granting such authorizations or licenses. Buyer also shall comply, and use best efforts to assist Seller in complying, with all applicable United States laws and regulations including the maintenance of all required books, records and reports. Buyer shall deliver to Seller, upon Seller's request, written assurance regarding compliance with this section in form and content acceptable to Seller. Buyer also agrees that it will not do anything which would cause Seller to be in breach of any law and shall protect, indemnify and hold Seller harmless from any fines, damages, costs (including but

not limited to reasonable attorney's fees), losses, liabilities, fees and penalties incurred by Seller as a result of any errors, mistakes, failures or omissions made by Buyer in complying with this provision.

24. INSURANCE. Buyer agrees to maintain sufficient comprehensive general liability insurance and agrees to carry such insurance covering injury and damages to person and property, with the following minimum limits: (i) $1,000,000 per person per occurrence; (ii) $3,000,000 aggregate per occurrence; and (iii) $500,000 aggregate property damages. Upon request, Buyer shall provide to the other an endorsement certificate or other evidence of insurance in form and amounts satisfactory to the requesting party and naming same as an additional insured. If any third parties Buyer are using the Products, Buyer will enter into an agreement with the third party causing the third party to maintain this insurance required in this provision.

25. SINGLE USE. To the extent any one-time/single-use Product (marked as such, graphically or otherwise, and/or so indicated in the product's Instructions For Use) is supplied by Seller to Buyer or any other recipient under this Agreement, such supply of product shall be considered an irrevocable, fully paid-up one-time use license for such product, and Seller reserves any and all other rights associated with such one-time/single-use product. Seller requires that such licensed one-time/single-use product be discarded or destroyed, as appropriate, after such one-time/single-use because these Products are not approved by the FDA for any additional use. The language "one-time/single-use" (and any recognized corresponding graphic such as x2) means that the product is not licensed and is not approved for use on more than one patient or in more than one procedure. Use of such one-time/single-use product beyond the one-time use license granted herein is considered a material breach of this Agreement and voids any warranties associated with the product. Seller will not be required to pay administrative fees or rebates to facilities participating in resterilization. To the extent Buyer or any recipient under this Agreement uses any one-time/single-use product beyond the licensed one-time/single-use, Seller shall not be liable for any resulting injuries to persons or property, or for any other damages, costs or expenses relating to the re-use of such one-time/single-use Products, and Buyer and such other recipient hereby releases, discharges and indemnifies Seller from and against the same.

26. DAMAGES, COSTS AND FEES. In the event that any dispute or difference is brought arising from or relating to this Agreement or the breach, termination or validity thereof, the prevailing party shall NOT be entitled to recover from the other party any punitive, special, and/or consequential damages. Notwithstanding the above, the prevailing party shall be entitled to recover from the other party all reasonable attorney's fees incurred, together with such other expenses, costs and disbursements as may be allowed by law.

27. CONFIDENTIALITY. Any drawings, data, designs, software programs or other technical information supplied by Seller to Buyer in connection with the sale of the Products are not included in the sale of the Products to Buyer, shall remain Seller's property and shall at all times be held in confidence by Buyer. Such information shall not be reproduced or disclosed to others without Seller's prior written consent.

28. ENGINEERING CHANGES. Seller shall have the right to change the manufacture and/or design of its Products if, in the judgment of Seller, such change does not alter the general function of the Products. Seller makes no representation that engineering changes that may be announced in the future will be suitable for use on, or in connection with, the Products.

29. WARRANTY FOR INSTALLED PRODUCTS. Installed Products refers to fixtures attached to Buyer's real property by Seller. For any installed Products, the warranty start date will be 12 months from installation unless otherwise stated on the Sales Quote or documentation accompanying the product. If installation is expected to occur more than 60 days after shipment, the warranty start date can be extended until the date of installation for up to one year from the date of shipment, provided such extension be specifically approved in writing by Seller. Any warranty for installed Products begins and is valid only when installation checkout is performed by an authorized Service representative of Seller. Portable lights are exempt from this requirement.

VOIDS AND EXCLUSIONS. The following actions by Buyer, Buyer's employees, Buyer's agents or any third party will void any warranty:

a) failure to perform routine or preventive maintenance, as outlined in any Product owner/operator manual;

b) neglect, improper storage or misusage of the Product, including usage of the Product for purposes other than those for which it was designed;

c) alterations or modifications made to the Product;

d) non-approved attachments, including any interconnection to the Product of non-approved products or devices not provided under Seller's maintenance agreement; and

e) installation, maintenance, or repair of the Product performed by someone other than the Seller or a service provider authorized by Seller.

The following are excluded from any warranty:
a) cosmetic damage (e.g., nicks, dents, scrapes, scratches), however caused; and
b) damage caused by accident or disaster, including fire, water, wind and lightning, vandalism or burglary.

30. PRODUCT INSTALLATION AND DELIVERY. Installation is an additional charge and is not included in the price of our Products (unless otherwise specified in the Quote). Installation pricing does not include Union labor. Seller will provide specifications and construction rough-in drawings for review by architects/contractors/owners and for use by the necessary tradespersons performing the installation of the Products. It is the Buyer's responsibility to ensure that state and local code requirements are met. Unless specifically provided for in this agreement, Seller will not be responsible for any fixtures or parts, bonds, licenses or permits required by state or local laws and codes. Specific installation responsibilities are detailed in the construction rough-in drawings. For Products requiring installation, Buyer must provide an expected delivery date (+/- 90 days from expected installation) and a final delivery date. Delivery and completion schedules are approximate only and are based on conditions at the time of acceptance of Buyer's order by Seller. Seller shall make every reasonable effort to meet the delivery date(s) quoted or acknowledged, but shall not be liable for any failure to meet such date(s).

31. THIRD-PARTY PRODUCTS. If this Agreement includes the sale of third-party products not manufactured by Seller, other than the warranty provided by Maquet, then Buyer agrees and acknowledges that (a) no representation, warranty or guarantee has been made by Seller with respect to the products, (b) the obligation of Buyer to pay Seller for the products is absolute and unconditional, (c) Buyer will assert no claim whatsoever against the Seller with respect to the products, and will look solely to the manufacturer regarding any such claims, and (d) Buyer will indemnify and hold Seller harmless from and against any and all claims, regardless of the form of action, related to, resulting from or caused by the products or any work or service provided by the manufacturer of the products or any other party.