



NC DEPARTMENT OF HEALTH AND HUMAN SERVICES

JOSH STEIN • Governor
DEV DUTTA SANGVAI • Secretary
MARK PAYNE • Director, Division of Health Service Regulation

VIA EMAIL ONLY

December 30, 2025

Gary Qualls
Gary.Qualls@klgates.com

No Review
Record #: 5046
Date of Request: November 25, 2025
Business Name: Charlotte Radiology, P.A.
Business #: 468
Project Description: Develop an imaging center
County: Mecklenburg

Dear Gary Qualls:

The Healthcare Planning and Certificate of Need Section, Division of Health Service Regulation (Agency) received your correspondence regarding the project described above. Based on the representation in your request and the CON law in effect on the date of this response to your request, the project as described is not governed by, and therefore, does not currently require a certificate of need. 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.

This determination is binding only for the facts represented in your correspondence. If changes are made in the project or in the facts provided in the correspondence referenced above, a new determination as to whether a certificate of need is required would need to be made by this office. As a reminder, it is unlawful to offer or develop a new institutional health service without first obtaining a certificate of need. The Department reserves the right to impose sanctions, including civil penalties and the revocation of a license, upon any entity that offers or develops a new institutional health service without first obtaining a certificate of need.

Please do not hesitate to contact this office if you have any questions.

Sincerely,
Chalice L. Moore

Chalice L. Moore, Project Analyst

Micheala Mitchell

Micheala Mitchell, Chief

cc: Radiation Protection Section, DHRSR

NC DEPARTMENT OF HEALTH AND HUMAN SERVICES • DIVISION OF HEALTH SERVICE REGULATION

LOCATION: 1915 Health Services Way, Raleigh, NC 27607
MAILING ADDRESS: 1915 Health Services Way, 2704 Mail Service Center, Raleigh, NC 27699-2704
www.ncdhs.gov/dhsr • TEL: 919-855-3873



K&L GATES

November 25, 2025

Gary S. Qualls
D 919.466.1182
F 919.516.2072
Gary.qualls@klgates.com

Via E-Mail

Micheala Mitchell, Chief
Healthcare Planning and Certificate of Need Section
Division of Health Service Regulation
N.C. Department of Health and Human Services
1915 Health Services Way
Raleigh, North Carolina 27607

RE: No Review Request by Charlotte Radiology, P.A. to Develop Cotswold Breast Center in Charlotte, Mecklenburg County

Dear Ms. Mitchell:

My client, Charlotte Radiology P.A. (“Charlotte Radiology”) files this No Review Request with the North Carolina Department of Health and Human Services, Division of Health Service Regulation, Healthcare Planning and Certificate of Need (“CON”) Section (the “Agency”) seeking approval to establish a new imaging center known as Cotswold Breast Center at 300 Billingsly Road, Charlotte, 28211.

In developing the Cotswold Breast Center, Charlotte Radiology will purchase and place the following equipment into leased space:

- Two (2) Hologic 3-Dimension Mammography Screening Systems, each costing \$464,208.50 (with the two combined costing \$928,417). *See Exhibit 1 (Hologic Quote, pp. 1-3).*
- One (1) Hologic 3-Dimension Mammography Diagnostic System costing \$566,568.50. *See Exhibit 1 (Hologic Quote, p. 2).*
- One (1) Hologic Horizon-A DEXA System costing \$92,725.00. *See Exhibit 1 (Hologic Quote, p. 3).*
- One (1) Hologic Breast Biopsy System costing \$80,983.50. *See Exhibit 2 (Hologic Quote, p. 1).*

- Two (2) Philips EPIQ Elite Diagnostic Ultrasound Systems with a combined cost of \$156,975.80. *See Exhibit 3 (Philips Quote, p. 3).*

Thus, before attributing any Hologic volume-based discount, the equipment costs total \$1,825,669.80. After subtracting the Hologic volume-based discount of \$104,648.99, the equipment costs total \$1,721,020.81. *See Exhibit 1 (Hologic Quote, p. 4).*

Additionally, Charlotte Radiology will incur \$666,640 in total construction costs to upfit the leased space for the forgoing equipment items. Finally, Exhibit 3 is a quote from Office Environments for all furniture capital costs. Those furniture costs total \$48,465.14. *See Exhibit 4, p. 13.*

The total capital cost associated with developing the Cotswold Breast Center is projected to be \$2,436,125.95.¹ Thus, development of the Cotswold Breast Center does not trigger the current diagnostic center threshold of \$3,103,500 pursuant to N.C. Gen. Stat. §§ 131E-176(7a). Pursuant to N.C. Gen. Stat. §§ 131E-176(7a), (9b) and (16)(a), a facility is a diagnostic center requiring a CON if the total cost of all the facility's medical diagnostic equipment that cost \$10,000 or more exceeds \$3,103,500.² A "diagnostic center" is defined as follows:

(7a) (Effective until November 21, 2026 - see note) Diagnostic center. - A freestanding facility, program, or provider, including but not limited to, physicians' offices, clinical laboratories, radiology centers, and mobile diagnostic programs, in which the total cost of all the medical diagnostic equipment utilized by the facility which cost ten thousand dollars (\$10,000) or more exceeds three million dollars (\$3,000,000). In determining whether the medical diagnostic equipment in a diagnostic center costs more than three million dollars (\$3,000,000), the costs of the equipment, studies, surveys, designs, plans, working drawings, specifications, construction, installation, and other activities essential to acquiring and making operational the equipment shall be included. The capital expenditure for the equipment shall be deemed to be the fair market value of the equipment or the cost of the equipment, whichever is greater. Beginning September 30, 2022, and on September 30 each year thereafter, the cost threshold amount in this subdivision shall be adjusted using the Medical Care Index component of the Consumer Price Index published by the U.S. Department of Labor for the 12-month period preceding the previous September 1.

¹ This total capital cost amount is derived by adding the equipment costs (\$1,721,020.81) together with the construction costs (\$666,640) and the furniture costs (\$48,465.14).

² This capital cost threshold amount reflects the 2025 adjusted capital cost amount, which factors in the most recent Medical Care Index inflation adjustments.

Micheala Mitchell, Chief

November 25, 2025

Page 3

See N.C.G.S. § 131E-176(7a).

As explained above, the total capital cost associated with developing the Cotswold Breast Center is projected to be \$2,436,125.95. Thus, developing the Cotswold Breast Center does not trigger the current diagnostic center threshold of \$3,103,500 pursuant to N.C. Gen. Stat. §§ 131E-176(7a). As a result, Charlotte Radiology requests an Agency determination that the establishment of the Cotswold Breast Center is not reviewable because it merely constitutes the establishment of an imaging center with capital costs well under the \$3,103,500 amount that would trigger CON review as a diagnostic center.

Thank you for your assistance in regard to this matter. If you have any questions or need further information, please feel free to contact me at the number above.

Sincerely,



Gary S. Qualls

Exhibits

1. Hologic Purchase Quotation for: two (2) Hologic 3 Dimension Mammography Screening Systems; one (1) Hologic 3 Dimension Mammography Diagnostic System; and one (1) Hologic Horizon-A Dexa System.
2. Hologic Purchase Quotation for one (1) Hologic Breast Biopsy System.
3. Philips Purchase Quotation Two (2) Philips EPIQ Elite Diagnostic Ultrasound Systems.
4. Office Environments Purchase Quotation for all furniture capital costs.

Exhibit 1



Purchase Quotation

PLEASE REFER TO THIS NUMBER ON ALL CORRESPONDENCES AND ORDERS
Quote #: Q-407595
Status: Executed
Quote Expiration Date: 9/20/2025

TO:

CUSTOMER NAME	CUSTOMER NUMBER
LUMEXA IMAGING INC	481098
BILL TO ADDRESS	SHIP TO ADDRESS
211 HIGH POINT DR VICTOR NY US 14564	300 BILLINGSLEY RD STE 101 CHARLOTTE NC US 28211

TAX INFO:

Hologic is required by law to collect all state and local taxes on all sales. If an exemption certificate is not provided by customer at time of order, final invoices will include these amounts. Many states require both specific operator qualifications and/or licensing and registration of x-ray devices. Hologic is not responsible for fulfilling customer's regulatory obligations.



This Quotation is based on the information known by Hologic regarding your needs and is subject to change or withdrawal by Hologic prior to acceptance. Notwithstanding the foregoing, Hologic may cancel any signed Quotation and/or Customer submitted purchase order if Customer does not take delivery of the Products quoted within one (1) year of execution. This Quotation and the governing terms as noted herein shall supersede all other quotations, agreements, understandings, warranties and representations, whether written or oral, between us, and may be accepted only in accord with their terms. In the event of a conflict between this Quotation and the governing terms, this Quotation shall prevail. To accept, please have an authorized representative sign this Quotation and/or submit a purchase order to your Hologic Representative or to BSH Sales Support as listed below:

BSH Sales Support:
 HOLOGIC SALES AND SERVICE, LLC
 250 Campus Drive
 Marlborough, MA 01752
 Fax: (203) 731-8463
 BSHSalesSupportUS@hologic.com

ATTN: Jodi Betts **Phone:** 9802132010 **Fax:** **Email:** jodi.betts@charlotteradiology.com

Quote Date	Requested Date	Hologic Representative	Quote Currency
12/4/2024	11/17/2025	Aaron Schuldt aaron.schuldt@hologic.com +1-980-457-2792	U.S. Dollar

Summary of Governing Terms/Contracts	Contract Number	FOB	Payment Terms	Freight Terms
Hologic Std T&C*		ORIGIN	30 NET	NO CHARGE
US RADIOLOGY - MAMMO / BONE / C-ARM		ORIGIN	30 NET	NO CHARGE

3DM Screening Unit 1

Qty	Product Name	Description	List Price	Unit Price	Extended Price
1	3DM-SYS-STD	3DIMENSIONS MAMMOGRAPHY SYSTEM 3D US	\$843,000.00	\$382,750.00	\$382,750.00
1	SDM-12MO-EXTWARR	12 Month Extension to Standard Dimension Warranty	Included	Included	Included
1	PRD-04420	HIGH RESOLUTION READY DETECTOR	Included	Included	Included
1	3DM-KIT-ERGO-XRAY	3DM UAWS ERGONOMIC UPGRADE	\$11,800.00	\$4,983.50	\$4,983.50
1	DIM-LIC-I2D3DQ	INTELLIGENT 2D AND 3DQUORUM LICENSES FOR NEW 3DIMENSIONS SYSTEM	\$92,900.00	\$46,750.00	\$46,750.00

Qty	Product Name	Description	List Price	Unit Price	Extended Price
1	3DQ-TRAIN-INIT-01	3DQUORUM, INITIAL TRAINING, VIDEO-ON-DEMAND, UNLIMITED TECHNOLOGISTS AND PHYSICIANS	Included	Included	Included
1	DIM-LIC-IC	IMAGECHECKER CAD 10.0 SOFTWARE LICENSE ON AWS	\$52,100.00	\$24,000.00	\$24,000.00
1	DIM-KIT-NLOC	DIMENSIONS NEEDLE LOCALIZATION KIT	\$11,800.00	\$4,975.00	\$4,975.00
3	ASY-04662	RACK, PADDLE STORAGE	\$471.00	\$250.00	\$750.00
1	SVC-SDM-OPT-BTO	CONFIGURE SYSTEM OUTPUT TO BTO FORMAT	Included	Included	Included
1	DIM-TRAIN-APPS-INIT	TECHNOLOGISTS, DIMENSIONS, INITIAL TRAINING, 2 DAYS, 1 SITE, MAX 5 TECHNOLOGISTS	Included	Included	Included
1	DIM-TRAIN-PHY-INIT	MEDICAL PHYSICIST, DIMENSIONS, INITIAL TRAINING, 8 HRS (5 HRS LIVE - 3 HRS ONLINE TRAINING), 1 SITE, MAX 2 PHYSICISTS	Included	Included	Included
1	DIM-TRAIN-RAD-INIT	RADIOLOGISTS, TOMOSYNTHESIS, INITIAL TRAINING, 8 HOURS VIRTUAL TRAINING, 14 RADIOLOGISTS	Included	Included	Included
3DM Screening Unit 1 TOTAL:					\$464,208.50

3DM Diagnostic Unit

Qty	Product Name	Description	List Price	Unit Price	Extended Price
1	3DM-SYS-STD	3DIMENSIONS MAMMOGRAPHY SYSTEM 3D US	\$843,000.00	\$382,750.00	\$382,750.00
1	SDM-12MO-EXTWARR	12 Month Extension to Standard Dimension Warranty	Included	Included	Included
1	PRD-04420	HIGH RESOLUTION READY DETECTOR	Included	Included	Included
1	3DM-KIT-ERGO-XRAY	3DM UAWS ERGONOMIC UPGRADE	\$11,800.00	\$4,983.50	\$4,983.50
1	STLC-00004	AFFIRM BREAST BIOPSY GUIDANCE SYSTEM	\$91,500.00	\$52,000.00	\$52,000.00
1	ASY-09880	AFFIRM LATERAL ARM UPRIGHT BIOPSY ACCESSORY KIT	\$34,200.00	\$17,110.00	\$17,110.00
1	ASY-06484	KIT, FMI, DIMENSIONS TOMO BIOPSY	\$40,600.00	\$21,000.00	\$21,000.00
1	SDM-TRAIN-INIT-05	AFFIRM 3D UPGRADE, INITIAL TRAINING, 1 DAY, 1 SITE, MAX 3 TECHNOLOGISTS AND 3 PHYSICIANS	Included	Included	Included
1	BI-FURN-0002	AKRUS STANDARD MAMMOGRAPHY CHAIR (AK 5010 MBS)	\$19,200.00	\$12,000.00	\$12,000.00
1	ASY-04662	RACK, PADDLE STORAGE	\$471.00	\$250.00	\$250.00
1	SDM-TRAIN-INIT-02	AFFIRM, INITIAL TRAINING, 3 DAYS, 1 SITE, MAX 3 TECHNOLOGISTS & 3 PHYSICIANS	Included	Included	Included
1	DIM-LIC-I2D3DQ	INTELLIGENT 2D AND 3DQUORUM LICENSES FOR NEW 3DIMENSIONS SYSTEM	\$92,900.00	\$46,750.00	\$46,750.00
1	3DQ-TRAIN-INIT-01	3DQUORUM, INITIAL TRAINING, VIDEO-ON-DEMAND, UNLIMITED TECHNOLOGISTS AND PHYSICIANS	Included	Included	Included
1	DIM-LIC-IC	IMAGECHECKER CAD 10.0 SOFTWARE LICENSE ON AWS	\$52,100.00	\$24,000.00	\$24,000.00
1	DIM-KIT-NLOC	DIMENSIONS NEEDLE LOCALIZATION KIT	\$11,800.00	\$4,975.00	\$4,975.00
3	ASY-04662	RACK, PADDLE STORAGE	\$471.00	\$250.00	\$750.00
1	SVC-SDM-OPT-BTO	CONFIGURE SYSTEM OUTPUT TO BTO FORMAT	Included	Included	Included
1	DIM-TRAIN-APPS-INIT	TECHNOLOGISTS, DIMENSIONS, INITIAL TRAINING, 2 DAYS, 1 SITE, MAX 5 TECHNOLOGISTS	Included	Included	Included
1	DIM-TRAIN-PHY-INIT	MEDICAL PHYSICIST, DIMENSIONS, INITIAL TRAINING, 8 HRS (5 HRS LIVE - 3 HRS ONLINE TRAINING), 1 SITE, MAX 2 PHYSICISTS	Included	Included	Included
1	DIM-TRAIN-RAD-INIT	RADIOLOGISTS, TOMOSYNTHESIS, INITIAL TRAINING, 8 HOURS VIRTUAL TRAINING, 14 RADIOLOGISTS	Included	Included	Included
3DM Diagnostic Unit TOTAL:					\$566,568.50

3DM Screening Unit 2

Qty	Product Name	Description	List Price	Unit Price	Extended Price
1	3DM-SYS-STD	3DIMENSIONS MAMMOGRAPHY SYSTEM 3D US	\$843,000.00	\$382,750.00	\$382,750.00
1	SDM-12MO-EXTWARR	12 Month Extension to Standard Dimension Warranty	Included	Included	Included
1	PRD-04420	HIGH RESOLUTION READY DETECTOR	Included	Included	Included
1	3DM-KIT-ERGO-XRAY	3DM UAWS ERGONOMIC UPGRADE	\$11,800.00	\$4,983.50	\$4,983.50
1	DIM-LIC-I2D3DQ	INTELLIGENT 2D AND 3DQUORUM LICENSES FOR NEW 3DIMENSIONS SYSTEM	\$92,900.00	\$46,750.00	\$46,750.00
1	3DQ-TRAIN-INIT-01	3DQUORUM, INITIAL TRAINING, VIDEO-ON-DEMAND, UNLIMITED TECHNOLOGISTS AND PHYSICIANS	Included	Included	Included
1	DIM-LIC-IC	IMAGECHECKER CAD 10.0 SOFTWARE LICENSE ON AWS	\$52,100.00	\$24,000.00	\$24,000.00
1	DIM-KIT-NLOC	DIMENSIONS NEEDLE LOCALIZATION KIT	\$11,800.00	\$4,975.00	\$4,975.00
3	ASY-04662	RACK, PADDLE STORAGE	\$471.00	\$250.00	\$750.00
1	SVC-SDM-OPT-BTO	CONFIGURE SYSTEM OUTPUT TO BTO FORMAT	Included	Included	Included
1	DIM-TRAIN-APPS-INIT	TECHNOLOGISTS, DIMENSIONS, INITIAL TRAINING, 2 DAYS, 1 SITE, MAX 5 TECHNOLOGISTS	Included	Included	Included
1	DIM-TRAIN-PHY-INIT	MEDICAL PHYSICIST, DIMENSIONS, INITIAL TRAINING, 8 HRS (5 HRS LIVE - 3 HRS ONLINE TRAINING), 1 SITE, MAX 2 PHYSICISTS	Included	Included	Included
1	DIM-TRAIN-RAD-INIT	RADIOLOGISTS, TOMOSYNTHESIS, INITIAL TRAINING, 8 HOURS VIRTUAL TRAINING, 14 RADIOLOGISTS	Included	Included	Included
3DM Screening Unit 2 TOTAL:					\$464,208.50

Horizon A DXA

Qty	Product Name	Description	List Price	Unit Price	Extended Price
1	HORIZON-A	HORIZON-A	\$225,500.00	\$76,110.00	\$76,110.00
1	HOR-DISP-01	MONITOR ASSEMBLY FOR HORIZON DXA	Included	Included	Included
1	ASY-07185	ASSY, Z2 COMPUTER, PCIE, W10	Included	Included	Included
1	FRAX-APEX	FRAX OPTION FOR APEX	Included	Included	Included
1	AFF-APEX	ATYPICAL FEMUR FRACTURE OPTION	Included	Included	Included
1	INNERCORE-APEX	APEX VISCERAL FAT OPTION	Included	Included	Included
1	ASY-06792	POWER KIT FOR 120VAC	Included	Included	Included
1	INKJET-COLOR	INKJET-COLOR	Included	Included	Included
1	ASY-07541	KIT, PCIE CABLE, INTERFACE 30'	Included	Included	Included
1	RESEARCH-APEX	RESEARCH OPTION KIT APEX	\$6,040.00	\$2,500.00	\$2,500.00
1	IRIS-ENT-APEX	APEX IRIS CONNECTIVITY SUITE W/ENTERPRISE DATA MANAGEMENT	\$10,900.00	\$3,000.00	\$3,000.00
1	TBS-INSIGHT-V3.1	TRABECULAR BONE SCORE (TBS) INSIGHT V3.1	\$28,500.00	\$11,115.00	\$11,115.00
1	DXA-TRAIN-INIT-01	DXA TRAINING, INITIAL, 1 DAY (8-HOUR), 1 SITE, MAX 4 OPERATORS	Included	Included	Included
Horizon A DXA TOTAL:					\$92,725.00

Portfolio Volume Discount

Qty	Product Name	Description	List Price	Unit Price	Extended Price
1	BSH-VOLUME-DISCOUNT	BSH PORTFOLIO VOLUME DISCOUNT	Included	\$-104,648.99	-\$104,648.99
Portfolio Volume Discount TOTAL:					\$-104,648.99

*To the extent this Quotation contains any Professional Services for Equipment relocation or clinical training, such Professional Services shall be governed by the Hologic Professional Services Terms and Conditions (US Customers), available at <https://www.hologic.com/hologic-master-sales-terms-conditions>. To the extent this Quotation contains any Products with Product Name UA-SUB-SW-0001, UA-SW-002, UEQ-SUB, DIM-LIC-QT-SUB (collectively "Subscription Products"), such Subscription Products shall be governed by the Hologic Subscription Terms and Conditions US, available at available at <https://www.hologic.com/hologic-master-sales-terms-conditions>, and the Effective Term for said Subscription Products shall be a twelve (12) month period beginning on the date of designated Equipment for such Subscription Software. Otherwise, any Products with Governing Terms listed as "Hologic Std T&C" shall be governed by the Hologic Sales Terms and Conditions US, available at <https://www.hologic.com/hologic-master-sales-terms-conditions>.

List Price Total: USD 3,495,950.00
Discount: USD 2,012,888.49
Total Quote Price: USD 1,483,061.51
Final Quote Price: USD 1,483,061.51

Horizon A DXA

Upgrade	Serial Number
FRAX-APEX	BSHDUMMY
IRIS-ENT-APEX	BSHDUMMY
TBS-INSIGHT-V3.1	BSHDUMMY

Customer agrees to keep the discount price provided to them in this Quotation or agreement confidential and not disclose it to anyone other than as required by law or court order.

The BSH Portfolio Volume Discount for multi-product purchases is offered to Customer for purchase of the Products herein. Customer is prohibited from returning any Portfolio Volume Discount products purchased hereunder except as outlined in the applicable terms and conditions.

Upon receipt of a purchase order and/or signed Quote, your Hologic team will work collaboratively on an installation timeline.

Sales Orders that are requested to be cancelled within forty-five (45) days of the confirmed installation date must be approved by Hologic and may be subject to a cancellation fee of ten percent (10%) of the total Quote price for the items contained herein.

Once the installation confirmation is provided by Hologic, all requests to reschedule an installation within seven (7) business days of the confirmed installation date may be subject to a rescheduling fee of \$2,500.00 USD.

Please provide the Shipping and Billing address here if different from the quote address above
(If this section is left blank, the product will ship and bill to the addresses printed at the top)

Shipping Address

Billing Address:

_____ I will issue a PO for this purchase. Please do not ship the Products until a PO is issued.

_____ I will not issue a PO for this purchase. A PO is not required for shipment and invoicing. Please ship the Products based on this signed Quotation.

Accepted and agreed to:

Customer (by its authorized representative)	
Name	Title
Signature	Date

Product Name	Long Description
3DM-SYS-STD	<p>3Dimensions™ mammography system for Genius@3D Mammography screening and diagnostic mammography with 2D capabilities. Includes Hologic Clarity HD™ technology and SmartCurve™ breast stabilization system. Upgradeable to interventional imaging.</p> <p>INCLUDES:</p> <p>X-ray Gantry:</p> <ul style="list-style-type: none"> • Generator: Fully integrated constant potential, high frequency, inverter type. • Detector: Hologic Clarity HD High-resolution enabled detector. • X-ray Tube: Tungsten, bi-angular, high speed, high heat capacity. • X-ray Filters: Rhodium, silver, aluminum. • Anti-scatter Grid: Auto-retracting linear grid. • Dual-function gantry footswitches (2).. <p>Adjustable-height Acquisition Workstation:</p> <ul style="list-style-type: none"> • CPU: High-performance computer, multi-core Intel-based CPU, minimum 32 GB RAM, minimum 4 TB disk, Windows 10/64, high-performance NVIDIA GPU. • Includes DVD +/- R/W. • User Interface: 1.2 MP color LCD touchscreen. • Image Review: 21.3" 3 MP, medical-grade color, DICOM monitor, double-jointed articulating arm. • Full X-ray shield, X-ray exposure footswitch, pull-out keyboard drawer, keyboard and mouse, Uninterruptible Power Supply (UPS). <p>3Dimensions System Software:</p> <ul style="list-style-type: none"> • User access control, patient and study selection, imaging procedure selection and definition, X-ray parameter control, image review and acceptance/rejection, quality control. • Licenses: Hologic Clarity HD Imaging, Tomosynthesis Imaging, SmartCurve System, Diagnostic Imaging, Dynamic Tube Head Motion, Advanced Connectivity, Bi-directional Communication (Notices). <p>Connectivity:</p> <ul style="list-style-type: none"> • DICOM: Modality work list, storage, storage commitment, query/retrieve, print. • IHE Profiles: Scheduled workflow, patient information reconciliation, mammography image. • Advanced Connectivity: Ability for the system to participate in DICOM Modality Performed Procedure Step (MPPS) transactions and to output DICOM Radiation Dose Structured Report (RDSR) objects to third-party dose aggregation and reporting systems. The MPPS and RDSR capabilities can be enabled and disabled independently. <p>Accessories:</p> <ul style="list-style-type: none"> • SmartCurve System (3): Small 18 x 24 cm, large 24 x 29 cm, Mini 18 x 4. • Screening Paddles (3): 18 x 24 cm, 24 x 29 cm, small breast. • Diagnostic Paddles (5): Frameless spot contact, 7.5 cm spot contact, 10 cm spot contact, 10 cm magnification, 7.5 cm spot magnification. • Magnification stand with platform, flat field phantom and case, ACR tomosynthesis geometry calibration phantom, Dimensions interconnect cable kit, 2D fixed face shield, retractable 3DMammography face shield. User, service, maintenance, and QC manuals. MammoPad® Breast Cushion trial box <p>Installation: Installation by Hologic certified technicians.</p> <p>Warranty: Standard one-year parts and labor warranty.</p> <p>Warranty service coverage is Monday-Friday from 8:00 am to 5:00 pm local time.</p> <p>CONDITIONS:</p> <ul style="list-style-type: none"> • Required but independently sold software features are not included gratis under Hologic Warranty, or Hologic Service Contracts that include software upgrades, and must be ordered separately. # Q-407595-3 • Required system software upgrades that are included under Hologic Warranty, or Hologic Service Contracts will be provided at no charge.

Product Name	Long Description
PRD-04420	<p>Hologic 3D Mammography™ high-resolution ready digital image receptor for 3Dimensions™ mammography systems or Selenia® Dimensions® systems.</p> <p>INCLUDES:</p> <ul style="list-style-type: none"> • Digital Image Receptor • Amorphous selenium, TFT • Structure: Single 24 x 29 cm plate • Image Matrix Sizes: 2560 x 3328 (18 x 24 cm); 3328 x 4096 (24 x 29 cm) •Pixel Size: 0.070 mm • Limiting Spatial Resolution: 7.1 lp/mm. <p>(Hologic Clarity HD license purchase required to enable Clarity HD high-resolution imaging on 3D Performance and Dimensions 6000 and 9000 systems. This license is included with a 3Dimensions system.)</p>
3DM-KIT-ERGO-XRAY	<p>Provides an integrated ergonomic package for the 3Dimensions™ system.</p> <p>Includes:</p> <ul style="list-style-type: none"> • Fingerprint reader for quick biometric login of the technologist, manager or other site personnel • Powered memory height adjust • Bar code scanner <p>Note:</p> <ul style="list-style-type: none"> • Kit only available for 3Dimensions systems

Product Name	Long Description
DIM-LIC-I2D3DQ	<p>3DQuorum® and Intelligent 2D® technology for new 3Dimensions™ systems. 3DQuorum technology utilizes Genius AI®-powered analytics to uniquely reconstruct 1mm high-resolution 3D™ data to produce 6mm high-resolution SmartSlices. SmartSlices are designed to expedite reading time by reducing the number of images to review. Intelligent 2D technology generates 70µm resolution synthesized 2D images that are smart mapped to the 3D™ data.</p> <p>INCLUDES:</p> <ul style="list-style-type: none"> • 3DQuorum and Intelligent 2D software licenses. <p>REQUIREMENTS:</p> <ul style="list-style-type: none"> • Hologic Clarity HD® high resolution 3D™ imaging technology. • Tomosynthesis license. • High-performance AWS computer (provided if needed). • Dimensions software minimum version 1.10/2.1 with Windows 10 OS. • BTO image data format is required for 3DQuorum technology. 3DQuorum software is unable to process SCO data. <p>NOTES:</p> <ul style="list-style-type: none"> • Hologic SecurView® workstation software 10.4 minimum. • For customers reading on PACS workstations minimum requirements will vary depending on the vendor. • Licenses are non-transferable to other mammography systems. • The licenses do not extend the Dimensions system warranty. New hardware, if needed, has a replacement part warranty as per Hologic Sales Terms and Conditions.
3DQ-TRAIN-INIT-01	<p>3DQuorum™ imaging technology training provided via Video-On-Demand from www.hologic.com/training and/or for physicians from HologicAce.com. The Hologic Ace portal also has a DICOM viewer and images for physicians to review. Training may be accessed at any time for unlimited staff for an unlimited period. Initial training is included in the purchase price of your license.</p>

Product Name	Long Description
DIM-LIC-IC	<p>The ImageChecker® computer-aided detection (CAD) and Citra™ advanced CAD display software adds one license to the AWS to process 2D images from a single mammography system.</p> <p>INCLUDES:</p> <ul style="list-style-type: none"> • One ImageChecker CAD software license to support: <ul style="list-style-type: none"> • Hologic software generated 2D For Processing synthesized images • Hologic For Processing 2D FFDM images • Citra advanced CAD display license provides additional information about why ImageChecker CAD marked specific regions: <ul style="list-style-type: none"> • RightOn™ CAD marks placed right on the potential region-of-interest to unambiguously flag the location • Malc™ CAD marks placed where the algorithm detects signs of both density and calcifications • PeerView™ CAD marks provide anatomic outline of tissues • EmphaSize™ markers are scaled according to the prominence of features • Training provided via Video-On-Demand from Hologic.com. Training may be accessed at any time for unlimited staff for an unlimited period. <p>REQUIREMENTS:</p> <ul style="list-style-type: none"> • AWS software minimum 1.10/2.1 • Specify serial number at time of order • Please refer to Hologic's diagnostic workstation description for minimum requirements <p>NOTES:</p> <ul style="list-style-type: none"> • Advanced Citra CAD features require workstations that conform to proper display of those features. They can be disabled for use with other non-conformant workstations. The customer needs to check with their workstation vendor • This item is for use with 2D Images only.
DIM-KIT-NLOC	<p>Optional kit for needle localization procedures for 3Dimensions™ systems. Includes: crosshairs paddle, magnification crosshairs paddle, 10 cm open localization paddle, 10 cm open magnification localization paddle.</p>
ASY-04662	<p>Wall-mounted, felt-lined rack for storing system compression paddles. Each rack, sold separately, provides enough storage room for 3-4 compression paddles.</p> <p>Includes:</p> <ul style="list-style-type: none"> • Paddle storage rack with felt lining • Wall-mounting bracket (installation not included) • Graphic paddle labels <p>Dimensions:</p> <ul style="list-style-type: none"> • W x H x D: 36 1/4" x 7" x 4" (from the wall) • Minimum Vertical Pitch: 12" to 14" when multiple racks are installed one above another <p>Recommended:</p> <ul style="list-style-type: none"> • Selenia® Dimension® Avia systems: min. 1 rack • Selenia Dimensions 2D systems: min. 2 racks • Selenia Dimensions 3D™ systems: min. 3 racks • 3Dimensions™ systems: min. 3 racks <p>Requirements:</p> <ul style="list-style-type: none"> • Must be securely attached to the wall • Must be installed by a professional installer

Product Name	Long Description
SVC-SDM-OPT-BTO	<p>This configuration enables output of tomosynthesis slices in DICOM Breast Tomosynthesis Image Object form. Use of this configuration will first require an integrated planning team, including your IT department, Hologic and other vendors, to work together to ensure that your enterprise is ready for use of the tomosynthesis data in DICOM Breast Tomosynthesis Image Object form. The completion of critical feasibility questions included in Hologic's Enterprise Survey will guide the team through understanding any infrastructure requirements and changes necessary.</p> <p>Note: While a preliminary check by your Hologic representatives may have allowed the ability to quote this output configuration, completion of the Enterprise Survey is required before Dimensions Tomosynthesis system or option is enabled. Software and hardware upgrades may be required. Hologic makes no guarantees of software and hardware performance for products not associated to Hologic. By signing this quote, the customer agrees that the completion of purchase of the accompanying Hologic products shall not be contingent on the implementation of this no-charge configuration.</p> <p>Requires:</p> <ul style="list-style-type: none"> • Completion of Hologic Enterprise Survey by site personnel in conjunction with Hologic representatives • PACS system including Deep Archive capable of storing / retrieving DICOM Breast Tomosynthesis Image Objects and with suitable storage capacity • Softcopy review workstation capable of displaying DICOM Breast Tomosynthesis Image Objects
DIM-TRAIN-APPS-INIT	<p>Technologist training for a new 3Dimensions™ or Selenia® Dimensions® system. Initial training is included in the purchase price of your system. Training duration to be determined by customer needs up to 2 days.</p> <ul style="list-style-type: none"> • One session of technologist onsite applications training or other clinical support for maximum of 5 technologists based on training effectiveness and space limitations. • Additional sessions may be needed. For additional groups of up to 5 technologists add purchasable DIM-TRAIN-APPS-ADDL. • Online CEU courses required prior to onsite training. • Video training available during and post training. • Onsite portion of training or other clinical support must be completed within 24 months of equipment installation. <p>Required FDA training:</p> <ul style="list-style-type: none"> • FFDM accreditation is required: apply to the ACR or your State for FFDM certification. • Once FFDM accredited, contact the MQSA FFDM Certification Extension Program for Tomosynthesis. • Sites must obtain ACR or State FFDM accreditation before using the tomosynthesis modality. <p>Please note: Cancellation must be made 6 business days prior to the confirmed and scheduled training start date. Fee for cancellation within 6 business days of confirmed training is \$2,000.</p>
DIM-TRAIN-PHY-INIT	<p>Medical physicists training for a 3Dimensions™ or Selenia® Dimensions® system. Initial training is included in the purchase price of your system and is valued at \$1,500 (unused training cannot be deducted from your purchase price). Five (5) hours of live tomosynthesis training for up to 2 medical physicists with a Field Service Engineer during the installation of the system and access to Hologic's 3-hour online tomosynthesis training course for medical physicists to fulfill the 8-hour FDA requirement. See course description for more details and requirements. Visit www.hologic.com/training for a complete list of Hologic educational opportunities.</p> <p>Please note: Cancellation must be made 6 business days prior to the confirmed and scheduled training start date. Fee for cancellation within 6 business days of confirmed training is \$2,000.</p>

Product Name	Long Description
DIM-TRAIN-RAD-INIT	Radiologist training for new 3Dimensions™ or Selenia® Dimensions® system(s). Initial training is included in the purchase price of your system and is valued at \$5,250 (unused training cannot be deducted from your purchase price). Access to Hologic's virtual tomosynthesis training course for up to 14 radiologists. This program fulfills the 8-hour FDA training requirement. See course description for more details and requirements. Visit www.hologic.com/training for a complete list of Hologic educational opportunities.

3DM Diagnostic Unit

Product Name	Long Description
3DM-SYS-STD	<p>3Dimensions™ mammography system for Genius@3D Mammography screening and diagnostic mammography with 2D capabilities. Includes Hologic Clarity HD™ technology and SmartCurve™ breast stabilization system. Upgradeable to interventional imaging.</p> <p>INCLUDES:</p> <p>X-ray Gantry:</p> <ul style="list-style-type: none"> • Generator: Fully integrated constant potential, high frequency, inverter type. • Detector: Hologic Clarity HD High-resolution enabled detector. • X-ray Tube: Tungsten, bi-angular, high speed, high heat capacity. • X-ray Filters: Rhodium, silver, aluminum. • Anti-scatter Grid: Auto-retracting linear grid. • Dual-function gantry footswitches (2).. <p>Adjustable-height Acquisition Workstation:</p> <ul style="list-style-type: none"> • CPU: High-performance computer, multi-core Intel-based CPU, minimum 32 GB RAM, minimum 4 TB disk, Windows 10/64, high-performance NVIDIA GPU. • Includes DVD +/- R/W. • User Interface: 1.2 MP color LCD touchscreen. • Image Review: 21.3" 3 MP, medical-grade color, DICOM monitor, double-jointed articulating arm. • Full X-ray shield, X-ray exposure footswitch, pull-out keyboard drawer, keyboard and mouse, Uninterruptible Power Supply (UPS). <p>3Dimensions System Software:</p> <ul style="list-style-type: none"> • User access control, patient and study selection, imaging procedure selection and definition, X-ray parameter control, image review and acceptance/rejection, quality control. • Licenses: Hologic Clarity HD Imaging, Tomosynthesis Imaging, SmartCurve System, Diagnostic Imaging, Dynamic Tube Head Motion, Advanced Connectivity, Bi-directional Communication (Notices). <p>Connectivity:</p> <ul style="list-style-type: none"> • DICOM: Modality work list, storage, storage commitment, query/retrieve, print. • IHE Profiles: Scheduled workflow, patient information reconciliation, mammography image. • Advanced Connectivity: Ability for the system to participate in DICOM Modality Performed Procedure Step (MPPS) transactions and to output DICOM Radiation Dose Structured Report (RDSR) objects to third-party dose aggregation and reporting systems. The MPPS and RDSR capabilities can be enabled and disabled independently. <p>Accessories:</p> <ul style="list-style-type: none"> • SmartCurve System (3): Small 18 x 24 cm, large 24 x 29 cm, Mini 18 x 4. • Screening Paddles (3): 18 x 24 cm, 24 x 29 cm, small breast. • Diagnostic Paddles (5): Frameless spot contact, 7.5 cm spot contact, 10 cm spot contact, 10 cm magnification, 7.5 cm spot magnification. • Magnification stand with platform, flat field phantom and case, ACR tomosynthesis geometry calibration phantom, Dimensions interconnect cable kit, 2D fixed face shield, retractable 3DMammography face shield. User, service, maintenance, and QC manuals. MammoPad® Breast Cushion trial box <p>Installation: Installation by Hologic certified technicians.</p> <p>Warranty: Standard one-year parts and labor warranty.</p> <p>Warranty service coverage is Monday-Friday from 8:00 am to 5:00 pm local time.</p> <p>CONDITIONS:</p> <ul style="list-style-type: none"> • Required but independently sold software features are not included gratis under Hologic Warranty, or Hologic Service Contracts that include software upgrades, and must be ordered separately. Part # Q-407595-3 • Required system software upgrades that are included under Hologic Warranty, or Hologic Service Contracts will be provided at no charge.

Product Name	Long Description
PRD-04420	<p>Hologic 3D Mammography™ high-resolution ready digital image receptor for 3Dimensions™ mammography systems or Selenia® Dimensions® systems.</p> <p>INCLUDES:</p> <ul style="list-style-type: none"> • Digital Image Receptor • Amorphous selenium, TFT • Structure: Single 24 x 29 cm plate • Image Matrix Sizes: 2560 x 3328 (18 x 24 cm); 3328 x 4096 (24 x 29 cm) •Pixel Size: 0.070 mm • Limiting Spatial Resolution: 7.1 lp/mm. <p>(Hologic Clarity HD license purchase required to enable Clarity HD high-resolution imaging on 3D Performance and Dimensions 6000 and 9000 systems. This license is included with a 3Dimensions system.)</p>
3DM-KIT-ERGO-XRAY	<p>Provides an integrated ergonomic package for the 3Dimensions™ system.</p> <p>Includes:</p> <ul style="list-style-type: none"> • Fingerprint reader for quick biometric login of the technologist, manager or other site personnel • Powered memory height adjust • Bar code scanner <p>Note:</p> <ul style="list-style-type: none"> • Kit only available for 3Dimensions systems
STLC-00004	<p>The Affirm® upright breast biopsy guidance system for a 3Dimensions™ system or Selenia® Dimensions® system supports stereotactic 2D biopsy and wire localization. Supports fast positioning through motorized X and Y axis guidance with manual Z direction positioning. The Affirm upright does more than deliver superior imaging performance to 2D biopsy. It is designed to integrate with the Selenia Dimensions system from the ground up to streamline workflow and accelerate the journey from screening to breast biopsy.</p> <p>INCLUDES:</p> <ul style="list-style-type: none"> • Affirm breast biopsy guidance module • Biopsy control module with touchscreen display • One (1) Stereotactic 2D Biopsy software license for one gantry; additional licenses may be purchased • Biopsy compression paddles (3): Standard biopsy compression paddle (biopsy window: 5.4 x 5.2 cm); axillary biopsy compression paddle (biopsy window: 5.4 x 5.2 cm); wide biopsy compression paddle (biopsy window: 7.4 x 6.2 cm) • Quality assurance needle and needle guide holder • Fine needle guide • Geometry calibration and targeting phantoms • Affirm tabletop stand • User and service manuals <p>TRAINING:</p> <ul style="list-style-type: none"> • Three days onsite training for 3 technologists and 3 radiologists <p>REQUIREMENTS:</p> <ul style="list-style-type: none"> • 2MP medical grade LCD display • Dimensions software minimum v. 1.9 • 3Dimensions or Selenia Dimensions system with both diagnostic and dynamic tube head motion for 2D Biopsy license installed • 3Dimensions or Selenia Dimensions system serial number at time of order <p>RECOMMENDATIONS:</p> <ul style="list-style-type: none"> • 3MP medical grade DICOM monitor

Product Name	Long Description
ASY-09880	<p>Provides secure mounting of biopsy hand pieces onto the Affirm® breast biopsy guidance system. The Affirm lateral arm upright biopsy accessory adds the capability to perform 2D or tomosynthesis-guided biopsies using a right or left lateral needle approach.</p> <p>INCLUDES:</p> <ul style="list-style-type: none"> • Lateral arm hardware and stand enables technicians to elevate the breast off the detector to maximize access and minimize the potential for needle-to-platform collision • 15 cm lateral biopsy paddle • Lateral QAS phantom • License and software for the lateral arm upright biopsy accessory • User and service manuals <p>REQUIREMENTS:</p> <ul style="list-style-type: none"> • Affirm breast biopsy guidance system • Dimensions® software version 1.8.3 or later • The Dimensions and Affirm breast biopsy guidance system serial numbers at time of order - last four digits of Affirm serial number must be greater than or equal to: 0913
ASY-06484	<p>Affirm® Tomosynthesis Biopsy software license provides the ability to easily and accurately target lesions with tomosynthesis imaging including lesions that may only be found under tomosynthesis.</p> <p>INCLUDES:</p> <ul style="list-style-type: none"> • 3D biopsy license • 3D QAS target • Tomosynthesis biopsy QAS needle <p>REQUIREMENTS:</p> <ul style="list-style-type: none"> • Affirm breast biopsy guidance system and license. • Dimensions system with minimum software version 1.9 and tomosynthesis imaging license <p>RECOMMENDATIONS:</p> <ul style="list-style-type: none"> • 3MP medical grade DICOM monitor • Two (2) dual-function gantry footswitches
SDM-TRAIN-INIT-05	<p>Training for customers upgrading from 2D to 3D imaging on the Affirm® upright biopsy system. Initial training is included in the purchase price of your license.</p> <ul style="list-style-type: none"> • One 1-day session of onsite applications training or other clinical support for maximum of 3 technologists and 3 physicians based on training effectiveness and space limitations. • For additional groups of up to 3 technologists and 3 physicians add purchasable SDM-TRAIN-ADDL-05. • Training must be completed within 24 months of equipment installation. <p>Please note: Cancellation must be made 6 business days prior to the confirmed and scheduled training start date. Fee for cancellation within 6 business days of confirmed training is \$2,000</p>
BI-FURN-0002	<p>AKRUS mammography positioning and biopsy chair. Supports seated, decubitus and Trendelenburg positioning. Includes: • Adjustable backrest (0 to 90 degrees) • Adjustable backrest segments • Adjustable arm supports • Adjustable headrest • Lateral back support • Electronic lift • Three position braking system • Max pt weight 297 lb Warranty: • Standard one-year parts and labor warranty</p>

Product Name	Long Description
ASY-04662	<p>Wall-mounted, felt-lined rack for storing system compression paddles. Each rack, sold separately, provides enough storage room for 3-4 compression paddles.</p> <p>Includes:</p> <ul style="list-style-type: none"> • Paddle storage rack with felt lining • Wall-mounting bracket (installation not included) • Graphic paddle labels <p>Dimensions:</p> <ul style="list-style-type: none"> • W x H x D: 36 1/4" x 7" x 4" (from the wall) • Minimum Vertical Pitch: 12" to 14" when multiple racks are installed one above another <p>Recommended:</p> <ul style="list-style-type: none"> • Selenia® Dimension® Avia systems: min. 1 rack • Selenia Dimensions 2D systems: min. 2 racks • Selenia Dimensions 3D™ systems: min. 3 racks • 3Dimensions™ systems: min. 3 racks <p>Requirements:</p> <ul style="list-style-type: none"> • Must be securely attached to the wall • Must be installed by a professional installer
SDM-TRAIN-INIT-02	<p>Training on the Affirm® upright biopsy system. Initial training is included in the purchase price of your system.</p> <ul style="list-style-type: none"> • One 3-day session of onsite applications training or other clinical support for maximum of 3 technologists and 3 physicians based on training effectiveness and space limitations. • For additional groups of up to 3 technologists and 3 physicians add purchasable SDM-TRAIN-ADDL-02. • Training must be completed within 24 months of equipment installation. <p>Please note: Cancellation must be made 6 business days prior to the confirmed and scheduled training start date. Fee for cancellation within 6 business days of confirmed training is \$2,000.</p>

Product Name	Long Description
DIM-LIC-I2D3DQ	<p>3DQuorum® and Intelligent 2D® technology for new 3Dimensions™ systems. 3DQuorum technology utilizes Genius AI®-powered analytics to uniquely reconstruct 1mm high-resolution 3D™ data to produce 6mm high-resolution SmartSlices. SmartSlices are designed to expedite reading time by reducing the number of images to review. Intelligent 2D technology generates 70µm resolution synthesized 2D images that are smart mapped to the 3D™ data.</p> <p>INCLUDES:</p> <ul style="list-style-type: none"> • 3DQuorum and Intelligent 2D software licenses. <p>REQUIREMENTS:</p> <ul style="list-style-type: none"> • Hologic Clarity HD® high resolution 3D™ imaging technology. • Tomosynthesis license. • High-performance AWS computer (provided if needed). • Dimensions software minimum version 1.10/2.1 with Windows 10 OS. • BTO image data format is required for 3DQuorum technology. 3DQuorum software is unable to process SCO data. <p>NOTES:</p> <ul style="list-style-type: none"> • Hologic SecurView® workstation software 10.4 minimum. • For customers reading on PACS workstations minimum requirements will vary depending on the vendor. • Licenses are non-transferable to other mammography systems. • The licenses do not extend the Dimensions system warranty. New hardware, if needed, has a replacement part warranty as per Hologic Sales Terms and Conditions.
3DQ-TRAIN-INIT-01	<p>3DQuorum™ imaging technology training provided via Video-On-Demand from www.hologic.com/training and/or for physicians from HologicAce.com. The Hologic Ace portal also has a DICOM viewer and images for physicians to review. Training may be accessed at any time for unlimited staff for an unlimited period. Initial training is included in the purchase price of your license.</p>

Product Name	Long Description
DIM-LIC-IC	<p>The ImageChecker® computer-aided detection (CAD) and Citra™ advanced CAD display software adds one license to the AWS to process 2D images from a single mammography system.</p> <p>INCLUDES:</p> <ul style="list-style-type: none"> • One ImageChecker CAD software license to support: <ul style="list-style-type: none"> • Hologic software generated 2D For Processing synthesized images • Hologic For Processing 2D FFDM images • Citra advanced CAD display license provides additional information about why ImageChecker CAD marked specific regions: <ul style="list-style-type: none"> • RightOn™ CAD marks placed right on the potential region-of-interest to unambiguously flag the location • Malc™ CAD marks placed where the algorithm detects signs of both density and calcifications • PeerView™ CAD marks provide anatomic outline of tissues • EmphaSize™ markers are scaled according to the prominence of features • Training provided via Video-On-Demand from Hologic.com. Training may be accessed at any time for unlimited staff for an unlimited period. <p>REQUIREMENTS:</p> <ul style="list-style-type: none"> • AWS software minimum 1.10/2.1 • Specify serial number at time of order • Please refer to Hologic's diagnostic workstation description for minimum requirements <p>NOTES:</p> <ul style="list-style-type: none"> • Advanced Citra CAD features require workstations that conform to proper display of those features. They can be disabled for use with other non-conformant workstations. The customer needs to check with their workstation vendor • This item is for use with 2D Images only.
DIM-KIT-NLOC	<p>Optional kit for needle localization procedures for 3Dimensions™ systems. Includes: crosshairs paddle, magnification crosshairs paddle, 10 cm open localization paddle, 10 cm open magnification localization paddle.</p>
SVC-SDM-OPT-BTO	<p>This configuration enables output of tomosynthesis slices in DICOM Breast Tomosynthesis Image Object form. Use of this configuration will first require an integrated planning team, including your IT department, Hologic and other vendors, to work together to ensure that your enterprise is ready for use of the tomosynthesis data in DICOM Breast Tomosynthesis Image Object form. The completion of critical feasibility questions included in Hologic's Enterprise Survey will guide the team through understanding any infrastructure requirements and changes necessary.</p> <p>Note: While a preliminary check by your Hologic representatives may have allowed the ability to quote this output configuration, completion of the Enterprise Survey is required before Dimensions Tomosynthesis system or option is enabled. Software and hardware upgrades may be required. Hologic makes no guarantees of software and hardware performance for products not associated to Hologic. By signing this quote, the customer agrees that the completion of purchase of the accompanying Hologic products shall not be contingent on the implementation of this no-charge configuration.</p> <p>Requires:</p> <ul style="list-style-type: none"> • Completion of Hologic Enterprise Survey by site personnel in conjunction with Hologic representatives • PACS system including Deep Archive capable of storing / retrieving DICOM Breast Tomosynthesis Image Objects and with suitable storage capacity • Softcopy review workstation capable of displaying DICOM Breast Tomosynthesis Image Objects

Product Name	Long Description
DIM-TRAIN-APPS-INIT	<p>Technologist training for a new 3Dimensions™ or Selenia® Dimensions® system. Initial training is included in the purchase price of your system. Training duration to be determined by customer needs up to 2 days.</p> <ul style="list-style-type: none"> • One session of technologist onsite applications training or other clinical support for maximum of 5 technologists based on training effectiveness and space limitations. • Additional sessions may be needed. For additional groups of up to 5 technologists add purchasable DIM-TRAIN-APPS-ADDL. • Online CEU courses required prior to onsite training. • Video training available during and post training. • Onsite portion of training or other clinical support must be completed within 24 months of equipment installation. <p>Required FDA training:</p> <ul style="list-style-type: none"> • FFDM accreditation is required: apply to the ACR or your State for FFDM certification. • Once FFDM accredited, contact the MQSA FFDM Certification Extension Program for Tomosynthesis. • Sites must obtain ACR or State FFDM accreditation before using the tomosynthesis modality. <p>Please note: Cancellation must be made 6 business days prior to the confirmed and scheduled training start date. Fee for cancellation within 6 business days of confirmed training is \$2,000.</p>
DIM-TRAIN-PHY-INIT	<p>Medical physicists training for a 3Dimensions™ or Selenia® Dimensions® system. Initial training is included in the purchase price of your system and is valued at \$1,500 (unused training cannot be deducted from your purchase price). Five (5) hours of live tomosynthesis training for up to 2 medical physicists with a Field Service Engineer during the installation of the system and access to Hologic's 3-hour online tomosynthesis training course for medical physicists to fulfill the 8-hour FDA requirement. See course description for more details and requirements. Visit www.hologic.com/training for a complete list of Hologic educational opportunities.</p> <p>Please note: Cancellation must be made 6 business days prior to the confirmed and scheduled training start date. Fee for cancellation within 6 business days of confirmed training is \$2,000.</p>
DIM-TRAIN-RAD-INIT	<p>Radiologist training for new 3Dimensions™ or Selenia® Dimensions® system(s). Initial training is included in the purchase price of your system and is valued at \$5,250 (unused training cannot be deducted from your purchase price). Access to Hologic's virtual tomosynthesis training course for up to 14 radiologists. This program fulfills the 8-hour FDA training requirement. See course description for more details and requirements. Visit www.hologic.com/training for a complete list of Hologic educational opportunities.</p>

Product Name	Long Description
3DM-SYS-STD	<p>3Dimensions™ mammography system for Genius®3D Mammography screening and diagnostic mammography with 2D capabilities. Includes Hologic Clarity HD™ technology and SmartCurve™ breast stabilization system. Upgradeable to interventional imaging.</p> <p>INCLUDES:</p> <p>X-ray Gantry:</p> <ul style="list-style-type: none"> • Generator: Fully integrated constant potential, high frequency, inverter type. • Detector: Hologic Clarity HD High-resolution enabled detector. • X-ray Tube: Tungsten, bi-angular, high speed, high heat capacity. • X-ray Filters: Rhodium, silver, aluminum. • Anti-scatter Grid: Auto-retracting linear grid. • Dual-function gantry footswitches (2).. <p>Adjustable-height Acquisition Workstation:</p> <ul style="list-style-type: none"> • CPU: High-performance computer, multi-core Intel-based CPU, minimum 32 GB RAM, minimum 4 TB disk, Windows 10/64, high-performance NVIDIA GPU. • Includes DVD +/- R/W. • User Interface: 1.2 MP color LCD touchscreen. • Image Review: 21.3" 3 MP, medical-grade color, DICOM monitor, double-jointed articulating arm. • Full X-ray shield, X-ray exposure footswitch, pull-out keyboard drawer, keyboard and mouse, Uninterruptible Power Supply (UPS). <p>3Dimensions System Software:</p> <ul style="list-style-type: none"> • User access control, patient and study selection, imaging procedure selection and definition, X-ray parameter control, image review and acceptance/rejection, quality control. • Licenses: Hologic Clarity HD Imaging, Tomosynthesis Imaging, SmartCurve System, Diagnostic Imaging, Dynamic Tube Head Motion, Advanced Connectivity, Bi-directional Communication (Notices). <p>Connectivity:</p> <ul style="list-style-type: none"> • DICOM: Modality work list, storage, storage commitment, query/retrieve, print. • IHE Profiles: Scheduled workflow, patient information reconciliation, mammography image. • Advanced Connectivity: Ability for the system to participate in DICOM Modality Performed Procedure Step (MPPS) transactions and to output DICOM Radiation Dose Structured Report (RDSR) objects to third-party dose aggregation and reporting systems. The MPPS and RDSR capabilities can be enabled and disabled independently. <p>Accessories:</p> <ul style="list-style-type: none"> • SmartCurve System (3): Small 18 x 24 cm, large 24 x 29 cm, Mini 18 x 4. • Screening Paddles (3): 18 x 24 cm, 24 x 29 cm, small breast. • Diagnostic Paddles (5): Frameless spot contact, 7.5 cm spot contact, 10 cm spot contact, 10 cm magnification, 7.5 cm spot magnification. • Magnification stand with platform, flat field phantom and case, ACR tomosynthesis geometry calibration phantom, Dimensions interconnect cable kit, 2D fixed face shield, retractable 3DMammography face shield. User, service, maintenance, and QC manuals. MammoPad® Breast Cushion trial box <p>Installation: Installation by Hologic certified technicians.</p> <p>Warranty: Standard one-year parts and labor warranty.</p> <p>Warranty service coverage is Monday-Friday from 8:00 am to 5:00 pm local time.</p> <p>CONDITIONS:</p> <ul style="list-style-type: none"> • Required but independently sold software features are not included gratis under Hologic Warranty, or Hologic Service Contracts that include software upgrades, and must be ordered separately. # Q-407595-3 • Required system software upgrades that are included under Hologic Warranty, or Hologic Service Contracts will be provided at no charge.

Product Name	Long Description
PRD-04420	<p>Hologic 3D Mammography™ high-resolution ready digital image receptor for 3Dimensions™ mammography systems or Selenia® Dimensions® systems.</p> <p>INCLUDES:</p> <ul style="list-style-type: none"> • Digital Image Receptor • Amorphous selenium, TFT • Structure: Single 24 x 29 cm plate • Image Matrix Sizes: 2560 x 3328 (18 x 24 cm); 3328 x 4096 (24 x 29 cm) •Pixel Size: 0.070 mm • Limiting Spatial Resolution: 7.1 lp/mm. <p>(Hologic Clarity HD license purchase required to enable Clarity HD high-resolution imaging on 3D Performance and Dimensions 6000 and 9000 systems. This license is included with a 3Dimensions system.)</p>
3DM-KIT-ERGO-XRAY	<p>Provides an integrated ergonomic package for the 3Dimensions™ system.</p> <p>Includes:</p> <ul style="list-style-type: none"> • Fingerprint reader for quick biometric login of the technologist, manager or other site personnel • Powered memory height adjust • Bar code scanner <p>Note:</p> <ul style="list-style-type: none"> • Kit only available for 3Dimensions systems

Product Name	Long Description
DIM-LIC-I2D3DQ	<p>3DQuorum® and Intelligent 2D® technology for new 3Dimensions™ systems. 3DQuorum technology utilizes Genius AI®-powered analytics to uniquely reconstruct 1mm high-resolution 3D™ data to produce 6mm high-resolution SmartSlices. SmartSlices are designed to expedite reading time by reducing the number of images to review. Intelligent 2D technology generates 70µm resolution synthesized 2D images that are smart mapped to the 3D™ data.</p> <p>INCLUDES:</p> <ul style="list-style-type: none"> • 3DQuorum and Intelligent 2D software licenses. <p>REQUIREMENTS:</p> <ul style="list-style-type: none"> • Hologic Clarity HD® high resolution 3D™ imaging technology. • Tomosynthesis license. • High-performance AWS computer (provided if needed). • Dimensions software minimum version 1.10/2.1 with Windows 10 OS. • BTO image data format is required for 3DQuorum technology. 3DQuorum software is unable to process SCO data. <p>NOTES:</p> <ul style="list-style-type: none"> • Hologic SecurView® workstation software 10.4 minimum. • For customers reading on PACS workstations minimum requirements will vary depending on the vendor. • Licenses are non-transferable to other mammography systems. • The licenses do not extend the Dimensions system warranty. New hardware, if needed, has a replacement part warranty as per Hologic Sales Terms and Conditions.
3DQ-TRAIN-INIT-01	<p>3DQuorum™ imaging technology training provided via Video-On-Demand from www.hologic.com/training and/or for physicians from HologicAce.com. The Hologic Ace portal also has a DICOM viewer and images for physicians to review. Training may be accessed at any time for unlimited staff for an unlimited period. Initial training is included in the purchase price of your license.</p>

Product Name	Long Description
DIM-LIC-IC	<p>The ImageChecker® computer-aided detection (CAD) and Citra™ advanced CAD display software adds one license to the AWS to process 2D images from a single mammography system.</p> <p>INCLUDES:</p> <ul style="list-style-type: none"> • One ImageChecker CAD software license to support: <ul style="list-style-type: none"> • Hologic software generated 2D For Processing synthesized images • Hologic For Processing 2D FFDM images • Citra advanced CAD display license provides additional information about why ImageChecker CAD marked specific regions: <ul style="list-style-type: none"> • RightOn™ CAD marks placed right on the potential region-of-interest to unambiguously flag the location • Malc™ CAD marks placed where the algorithm detects signs of both density and calcifications • PeerView™ CAD marks provide anatomic outline of tissues • EmphaSize™ markers are scaled according to the prominence of features • Training provided via Video-On-Demand from Hologic.com. Training may be accessed at any time for unlimited staff for an unlimited period. <p>REQUIREMENTS:</p> <ul style="list-style-type: none"> • AWS software minimum 1.10/2.1 • Specify serial number at time of order • Please refer to Hologic's diagnostic workstation description for minimum requirements <p>NOTES:</p> <ul style="list-style-type: none"> • Advanced Citra CAD features require workstations that conform to proper display of those features. They can be disabled for use with other non-conformant workstations. The customer needs to check with their workstation vendor • This item is for use with 2D Images only.
DIM-KIT-NLOC	<p>Optional kit for needle localization procedures for 3Dimensions™ systems. Includes: crosshairs paddle, magnification crosshairs paddle, 10 cm open localization paddle, 10 cm open magnification localization paddle.</p>
ASY-04662	<p>Wall-mounted, felt-lined rack for storing system compression paddles. Each rack, sold separately, provides enough storage room for 3-4 compression paddles.</p> <p>Includes:</p> <ul style="list-style-type: none"> • Paddle storage rack with felt lining • Wall-mounting bracket (installation not included) • Graphic paddle labels <p>Dimensions:</p> <ul style="list-style-type: none"> • W x H x D: 36 1/4" x 7" x 4" (from the wall) • Minimum Vertical Pitch: 12" to 14" when multiple racks are installed one above another <p>Recommended:</p> <ul style="list-style-type: none"> • Selenia® Dimension® Avia systems: min. 1 rack • Selenia Dimensions 2D systems: min. 2 racks • Selenia Dimensions 3D™ systems: min. 3 racks • 3Dimensions™ systems: min. 3 racks <p>Requirements:</p> <ul style="list-style-type: none"> • Must be securely attached to the wall • Must be installed by a professional installer

Product Name	Long Description
SVC-SDM-OPT-BTO	<p>This configuration enables output of tomosynthesis slices in DICOM Breast Tomosynthesis Image Object form. Use of this configuration will first require an integrated planning team, including your IT department, Hologic and other vendors, to work together to ensure that your enterprise is ready for use of the tomosynthesis data in DICOM Breast Tomosynthesis Image Object form. The completion of critical feasibility questions included in Hologic's Enterprise Survey will guide the team through understanding any infrastructure requirements and changes necessary.</p> <p>Note: While a preliminary check by your Hologic representatives may have allowed the ability to quote this output configuration, completion of the Enterprise Survey is required before Dimensions Tomosynthesis system or option is enabled. Software and hardware upgrades may be required. Hologic makes no guarantees of software and hardware performance for products not associated to Hologic. By signing this quote, the customer agrees that the completion of purchase of the accompanying Hologic products shall not be contingent on the implementation of this no-charge configuration.</p> <p>Requires:</p> <ul style="list-style-type: none"> • Completion of Hologic Enterprise Survey by site personnel in conjunction with Hologic representatives • PACS system including Deep Archive capable of storing / retrieving DICOM Breast Tomosynthesis Image Objects and with suitable storage capacity • Softcopy review workstation capable of displaying DICOM Breast Tomosynthesis Image Objects
DIM-TRAIN-APPS-INIT	<p>Technologist training for a new 3Dimensions™ or Selenia® Dimensions® system. Initial training is included in the purchase price of your system. Training duration to be determined by customer needs up to 2 days.</p> <ul style="list-style-type: none"> • One session of technologist onsite applications training or other clinical support for maximum of 5 technologists based on training effectiveness and space limitations. • Additional sessions may be needed. For additional groups of up to 5 technologists add purchasable DIM-TRAIN-APPS-ADDL. • Online CEU courses required prior to onsite training. • Video training available during and post training. • Onsite portion of training or other clinical support must be completed within 24 months of equipment installation. <p>Required FDA training:</p> <ul style="list-style-type: none"> • FFDM accreditation is required: apply to the ACR or your State for FFDM certification. • Once FFDM accredited, contact the MQSA FFDM Certification Extension Program for Tomosynthesis. • Sites must obtain ACR or State FFDM accreditation before using the tomosynthesis modality. <p>Please note: Cancellation must be made 6 business days prior to the confirmed and scheduled training start date. Fee for cancellation within 6 business days of confirmed training is \$2,000.</p>
DIM-TRAIN-PHY-INIT	<p>Medical physicists training for a 3Dimensions™ or Selenia® Dimensions® system. Initial training is included in the purchase price of your system and is valued at \$1,500 (unused training cannot be deducted from your purchase price). Five (5) hours of live tomosynthesis training for up to 2 medical physicists with a Field Service Engineer during the installation of the system and access to Hologic's 3-hour online tomosynthesis training course for medical physicists to fulfill the 8-hour FDA requirement. See course description for more details and requirements. Visit www.hologic.com/training for a complete list of Hologic educational opportunities.</p> <p>Please note: Cancellation must be made 6 business days prior to the confirmed and scheduled training start date. Fee for cancellation within 6 business days of confirmed training is \$2,000.</p>

Product Name	Long Description
DIM-TRAIN-RAD-INIT	Radiologist training for new 3Dimensions™ or Selenia® Dimensions® system(s). Initial training is included in the purchase price of your system and is valued at \$5,250 (unused training cannot be deducted from your purchase price). Access to Hologic's virtual tomosynthesis training course for up to 14 radiologists. This program fulfills the 8-hour FDA training requirement. See course description for more details and requirements. Visit www.hologic.com/training for a complete list of Hologic educational opportunities.

Horizon A DXA

Product Name	Long Description
HORIZON-A	<p>Horizon DXA system generates the crisp, clear, high-resolution images to accurately assess bone density, fracture risk, body composition, and calcified plaque in the abdominal aorta. It combines a wealth of advanced, proprietary technologies that work together.</p> <p>INCLUDES:</p> <ul style="list-style-type: none"> • Advanced Technology <ul style="list-style-type: none"> • OnePass™ fan beam technology for precision and a fast scan time. • Dynamic Calibration™ system for continuous calibration and long-term measurement stability. • 216 high-resolution multi element ceramic detector array. • High-frequency, oil cooled X-ray generator. • Motorized table and rotating C-arm with 24" clearance; 500 lb patient weight limit. • Scan and Analysis Protocols <ul style="list-style-type: none"> • Bone Mineral Density (BMD) assessment with Express BMD 10 second acquisition. • Instant Vertebral Assessment™ (IVA) scan. • Atypical Femur Fracture (AFF) assessment. • Whole Body BMD Advanced Body Composition™ analysis with InnerCore™ Visceral Fat Assessment. • Pediatric analysis for over 3 years. • Window/Level control for image optimization. • Advance Reporting Solutions <ul style="list-style-type: none"> • QDR OnePage™ Report with Rate of Change assessment. FRAX® 10 Year Fracture Risk Assessment. Dual Hip™ Report. Integrated Report Writer DX™ Horizon Scan and Analysis Protocols. AP Lumbar Spine with Automatic Low-Density Analysis and Scoliosis Analysis. • Standard Computer Package <ul style="list-style-type: none"> • Workstation with dual core 3 GHz Windows®10 LTSC 2019 500 GB hard drive 32 GB RAM widescreen LCD monitor and DVD RAM drive. Hologic APEX™ Operating System. • HP Professional Series color DeskJet® printer. • Workflow APEX Productivity Tools <ul style="list-style-type: none"> • Express Exam™ workflow management. OneTime™ auto analysis with histogram. • ProTech with DXApro™. Auto hip positioning. Reposition/Rescan feature. Automatic scan comparison for serial exams. • QDR Anthropomorphic Spine Phantom and reference manual CD installation and Unifi® Connect remote service tool. [HKL1] • Hologic® Platinum Marketplace: Access to a comprehensive co-operative marketing program focused on business growth through patient and referring physician education on the benefits of Horizon® DXA exams. Online entry into the program will be provided once order is placed and online initiation form completed at hologicmarketplace.com/user/register. Estimated value included per system: \$5,000. • Installation: Installation by Hologic certified technicians. • Warranty: Twelve (12) Month Comprehensive Warranty.
HOR-DISP-01	Monitor for Horizon DXA
ASY-06792	Power kit includes the cable that connects the table to a 120 VAC power outlet.

Product Name	Long Description
INKJET-COLOR	HP Office Inkjet-Color Printer
ASY-07541	30 FT CABLE INTERFACE Kit
RESEARCH-APEX	Prosthetic Hip option allows the scanning of hips that include metal, for example a femur with a prosthesis. The metal components of the implant are removed from the bone mass measurement. Small Animal option contains rat whole body, body composition and region high resolution applications. Includes tissue calibration bar for body composition measurements Infant Whole body and Body Composition option is designed to be used on children weighing approximately 6.6 lbs-22 lbs. Whole Body Systems only.
IRIS-ENT-APEX	IRIS Enterprise-APEX for systems on APEX 5.xx Includes DICOM Storage DICOM Modality Worklist Remote Physician's Viewer Physician's Report Writer HL7 Enterprise Data Management Installation and Twelve (12) Month Comprehensive Warranty for IRIS Enterprise
TBS-INSIGHT-V3.1	<p>TBS iNsiGht® software for a new Hologic Horizon® DXA system. TBS iNsiGht is a unique DXA application to assess bone micro-architecture in routine clinical practice. TBS – Trabecular Bone Score – is measured directly from DXA scans in one click so the clinician may now integrate micro-architecture in fracture risk evaluation. TBS is the missing link in osteoporosis diagnosis, fracture prognosis and patient's follow-up. (TBS iNsiGht software is provided by Medimaps Group.)</p> <p>INCLUDES:</p> <ul style="list-style-type: none"> • V3.1.x license, calibration phantom, DICOM sending capabilities. • Training is provided in conjunction with a new DXA system training. Additional training available through modules accessed at medimapsgroup.com/eLearning.
DXA-TRAIN-INIT-01	One day (8-hour) onsite Applications Training for up to (4) Operators per site. Applications must be completed within 24 months of equipment installation. Please note: Cancellation must be made 6 business days prior to the confirmed and scheduled applications training start date. Fee for cancellation within 6 business days of confirmed training is \$1000.



North Carolina Radiation Control Regulations Requirements Form

Rule 0603(b) of 10A NCAC 15.0101 "The North Carolina Regulations for Protection Against Radiation" requires a plan review/shielding design be submitted to the North Carolina Radiation Protection Section. The plan review/shielding design must be performed by a registered quality expert, submitted, reviewed, and acknowledged by the Radiation Protection Section **PRIOR** to installation of all mammography units.

A post-installation survey is also required. The registrant (Customer site) is responsible for ensuring the post installation survey is performed within 30 days of initial use by a service provider, registered to perform that service.

A copy of the written acknowledgement letter from the Division of Health Service Regulation, Radiation Protection Section, and the actual shielding plan must be provided to Hologic prior to installation. A post installation radiation survey must be performed by a registered qualified expert within 30 days of activation of an x-ray machine. A list of registered qualified experts is available from the Division of Health Service Regulation, Radiation Protection Section.

Each unregistered radiation machine or facility must be registered within 30 days of installation.

To register your facility and/or submit a plans review/shielding design. Please contact:

North Carolina Department of Health and Human Services
Division of Health Service Regulation
Radiation Protection Section
5505 Creedmoor Road, Suite 100
Raleigh, NC 27612
Phone: (919) 814-2250

Registration: Diane Singleton
Plans Review: Kahee Kim

Hologic Vendor Registration number: **S000330**

Please complete the following information, attach a copy of the plan review/shielding design acknowledgment letter and the shielding plan and return to your Hologic, Inc. contact.

Facility Name: _____

Street Address: _____

City: _____ Zip Code: _____

Name: _____

Title: _____ Phone Number: _____

Signature: _____ Date: _____

Exhibit 2



Purchase Quotation

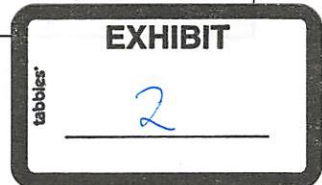
PLEASE REFER TO THIS NUMBER ON ALL CORRESPONDENCES AND ORDERS
Quote #: Q-453292
Status: Approved
Quote Expiration Date: 1/28/2026

TO:

CUSTOMER NAME	CUSTOMER NUMBER
LUMEXA IMAGING INC	481098
BILL TO ADDRESS	SHIP TO ADDRESS
4200 SIX FORKS RD STE 1000 10TH FL RALEIGH NC US 27609	300 BILLINGSLEY RD STE 101 CHARLOTTE NC US 28211

TAX INFO:

Hologic is required by law to collect all state and local taxes on all sales. If an exemption certificate is not provided by customer at time of order, final invoices will include these amounts. Many states require both specific operator qualifications and/or licensing and registration of x-ray devices. Hologic is not responsible for fulfilling customer's regulatory obligations.



This Quotation is based on the information known by Hologic regarding your needs and is subject to change or withdrawal by Hologic prior to acceptance. Notwithstanding the foregoing, Hologic may cancel any signed Quotation and/or Customer submitted purchase order if Customer does not take delivery of the Products quoted within one (1) year of execution. This Quotation and the governing terms as noted herein shall supersede all other quotations, agreements, understandings, warranties and representations, whether written or oral, between us, and may be accepted only in accord with their terms. In the event of a conflict between this Quotation and the governing terms, this Quotation shall prevail. To accept, please have an authorized representative sign this Quotation and/or submit a purchase order to your Hologic Representative or to BSH Sales Support as listed below:

BSH Sales Support:
 HOLOGIC SALES AND SERVICE, LLC
 250 Campus Drive
 Marlborough, MA 01752
 Fax: (203) 731-8463
 BSHSalesSupportUS@hologic.com

ATTN: Jodi Betts **Phone:** 9802132010 **Fax:** **Email:** jodi.betts@charlotteradiology.com

Quote Date	Requested Date	Hologic Representative	Quote Currency
10/28/2025	12/1/2025	Aaron Schuldt aaron.schuldt@hologic.com +1-980-457-2792	U.S. Dollar

Summary of Governing Terms/Contracts	Contract Number	FOB	Payment Terms	Freight Terms
US RADIOLOGY - MAMMO / BONE / C-ARM		ORIGIN	30 NET	NO CHARGE
Hologic Std T&C*		ORIGIN	30 NET	NO CHARGE

Qty	Product Name	Description	List Price	Unit Price	Extended Price
1	BREVSYS	BREVERA® BREAST BIOPSY SYSTEM WITH CORLUMINA™ IMAGING TECHNOLOGY FOR HOLOGIC SYSTEMS, US	\$112,000.00	\$80,983.50	\$80,983.50
1	BREV-TRAIN-INIT	BREVERA BREAST BIOPSY SYSTEM, INITIAL TRAINING, 2 DAYS, 1 SITE, UP TO 3 TECHS & 3 RADIOLOGISTS	Included	Included	Included

*To the extent this Quotation contains any Professional Services for Equipment relocation or clinical training, such Professional Services shall be governed by the Hologic Professional Services Terms and Conditions (US Customers), available at <https://www.hologic.com/hologic-master-sales-terms-conditions>. To the extent this Quotation contains any Products with Product Name UA-SUB-SW-0001, UA-SW-002, UEQ-SUB, DIM-LIC-QT-SUB (collectively "Subscription Products"), such Subscription Products shall be governed by the Hologic Subscription Terms and Conditions US, available at <https://www.hologic.com/hologic-master-sales-terms-conditions>, and the Effective Term for said Subscription Products shall be a twelve (12) month period beginning on the date of designated Equipment for such Subscription Software. Otherwise, any Products with Governing Terms listed as

"Hologic Std T&C" shall be governed by the Hologic Sales Terms and Conditions US, available at <https://www.hologic.com/hologic-master-sales-terms-conditions>.

List Price Total:	USD 112,000.00
Discount:	USD 31,016.50
Total Quote Price:	USD 80,983.50
Final Quote Price:	USD 80,983.50

Customer agrees to keep the discount price provided to them in this Quotation or agreement confidential and not disclose it to anyone other than as required by law or court order.

Upon receipt of a purchase order and/or signed Quote, your Hologic team will work collaboratively on an installation timeline.

Sales Orders that are requested to be cancelled within forty-five (45) days of the confirmed installation date must be approved by Hologic and may be subject to a cancellation fee of ten percent (10%) of the total Quote price for the Items contained herein.

Once the installation confirmation is provided by Hologic, all requests to reschedule an installation within seven (7) business days of the confirmed installation date may be subject to a rescheduling fee of \$2,500.00 USD.

Please provide the Shipping and Billing address here if different from the quote address above
(If this section is left blank, the product will ship and bill to the addresses printed at the top)

Shipping Address

Billing Address:

_____ I will issue a PO for this purchase. Please do not ship the Products until a PO is issued.

_____ I will not issue a PO for this purchase. A PO is not required for shipment and invoicing. Please ship the Products based on this signed Quotation.

Accepted and agreed to:

Customer (by its authorized representative)	
Name	Title
Signature	Date

Product Name	Long Description
BREVSYS	The Brevera breast biopsy system with CorLumina imaging technology has components for vacuum-assisted breast tissue biopsy and system components for x-ray generation and image acquisition under stereotactic X-ray or tomosynthesis image guidance. A user interface for data entry, patient selection, and image acquisition and review is on the Imaging display. Included is the console, driver and adapter for Hologic systems. Training included: Two days on-site training. Warranty: one year standard parts and labor warranty. Title passes to customer at time of purchase.
BREV-TRAIN-INIT	Initial hands-on installation training for the Brevera breast biopsy system for 2 days, 1 site, up to 3 techs & 3 radiologists. Four (4) CME credits received upon completion.

From: [Mitchell, Micheala L](#)
To: [Waller, Martha K](#)
Subject: FW: [External] No Review Request by Charlotte Radiology, P.A. to Develop Cotswold Breast Center in Charlotte, Mecklenburg County
Date: Tuesday, November 25, 2025 5:01:29 PM
Attachments: [11252025.pdf](#)
[11252025.pdf](#)

Martha,

Would you mind logging this and assigning it to Chalice?

Thank you!

Micheala Mitchell, JD
[NC Department of Health and Human Services](#)
[Division of Health Service Regulation](#)
Section Chief, Healthcare Planning and CON Section
809 Ruggles Drive, Edgerton Building
2704 Mail Service Center
Raleigh, NC 27699-2704
Office: 919 855 3879
Micheala.Mitchell@dhhs.nc.gov

From: Qualls, Gary <Gary.Qualls@klgates.com>
Sent: Tuesday, November 25, 2025 4:58 PM
To: Mitchell, Micheala L <Micheala.Mitchell@dhhs.nc.gov>
Subject: [External] No Review Request by Charlotte Radiology, P.A. to Develop Cotswold Breast Center in Charlotte, Mecklenburg County

CAUTION: External email. Do not click links or open attachments unless verified. Report suspicious emails with the Report Message button located on your Outlook menu bar on the Home tab.

Micheala:

Attached for filing is a No Review Request by Charlotte Radiology, P.A. to Develop Cotswold Breast Center in Charlotte, Mecklenburg County. The Request and its exhibits are broken into two attached PDF files because of the size of the exhibits.

Please confirm receipt for my records. As always, do not hesitate to apprise me if you have any questions.

Thanks

Gary



Gary S. Qualls

Partner

K&L Gates LLP

430 Davis Drive, Suite 400

Morrisville, NC 27560

Phone: 919-466-1182

Fax: 919-516-2072

gary.qualls@klgates.com

www.klgates.com

This electronic message contains information from the law firm of K&L Gates LLP. The contents may be privileged and confidential and are intended for the use of the intended addressee(s) only. If you are not an intended addressee, note that any disclosure, copying, distribution, or use of the contents of this message is prohibited. If you have received this e-mail in error, please contact me at Gary.Qualls@klgates.com.

Email correspondence to and from this address is subject to the North Carolina Public Records Law and may be disclosed to third parties by an authorized State official. Unauthorized disclosure of juvenile, health, legally privileged, or otherwise confidential information, including confidential information relating to an ongoing State procurement effort, is prohibited by law. If you have received this email in error, please notify the sender immediately and delete all records of this email.

Exhibit 3



Sold to:

Charlotte Radiology PA
700 East Moorehead Street, Suite 300
Charlotte, NC 28204-2963

Presented By

John Copertino
Philips Healthcare a division of Philips North
America LLC
414 Union Street
Nashville, Tennessee 37219
Email: john.copertino@philips.com

Ship to:

Charlotte Radiology Cotswold Breast Center
300 Billingsley Road, Suite 101
Charlotte, NC 28221

Quote #: Q-00543114

Customer #: 94505664

Quote Date: 07/16/25

Valid Until: 09/30/25

CHARLOTTE RADIOLOGY EPIQ ELITE DEMO

Thank you for investing your trust in Philips; we know that there were many options out there for you to choose from. As an industry leader in Healthcare, we also pride ourselves on providing great Customer Service.

I am pleased to submit the attached proposal for your consideration.

I trust this meets your expectation, however, should you have any queries or require further information or clarification, please do not hesitate to contact me.

To ensure a smooth purchasing experience here are a few helpful tips to keep in mind when submitting your purchase order.

- Please specify any specific delivery date requirements or shipping/delivery needs
- Ensure your purchase order references the Philips quote number
- Purchase orders must be signed digitally or physically
- or
- Complete the information on the quote Signature Page

Philips will ship the Product as soon as commercially reasonable, which Philips expects to be approximately three months and no more than six months from the date the order is accepted.

Thank you again for considering Philips.

Thank you,

John Copertino

This quotation contains confidential and proprietary information of Philips Healthcare, a division of Philips North America LLC ("Philips") and is intended for use only by the customer whose name appears on this quotation. Except as otherwise required by state or federal law after strict compliance with any applicable notification and procedural requirements therein, it may not be disclosed to third parties without the prior written consent of Philips.

Philips Healthcare a division of Philips North America LLC
414 Union Street
Nashville, Tennessee 37219
aHIRi000000ZUPp0AO



PHILIPS

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).



1. Financial Overview

A) EPIQ Elite

Line	Article No.	Description	Qty
1	795234	EPIQ Elite Diagnostic Ultrasound System	1
2	795234	EPIQ Elite Diagnostic Ultrasound System	1

Total Section Price: \$ 156,975.80

Total Net Price \$ 156,975.80



PHILIPS

2. Quote Summary

A) EPIQ Elite

Line	Article No.	Description	Qty
1	795234	EPIQ Elite Diagnostic Ultrasound System	
1.1	NNAV620	EPIQ Elite G with HDMax	1
1.2	NNAV631	Essential Breast Bundle	1
1.3	NUSY169	Flow Viewer	1
1.4	NNAV788	EPIQ Elite_Entitlements Text	1
2	795234	EPIQ Elite Diagnostic Ultrasound System	
2.1	NNAV620	EPIQ Elite G with HDMax	1
2.2	NNAV631	Essential Breast Bundle	1
2.3	NUSY169	Flow Viewer	1
2.4	NNAV788	EPIQ Elite_Entitlements Text	1

Total Section Price: **\$ 156,975.80**

Total Net Price **Total Net Price**
\$ 156,975.80



3. Quote Details

A) EPIQ Elite

Line	Description	Qty
1	EPIQ Elite Diagnostic Ultrasound System Article No. 795234	
	Details	
	EPIQ Elite Diagnostic Ultrasound System	
1.1	EPIQ Elite G with HDMax Article No. NNAV620	1
	EPIQ Elite for general imaging is a premium diagnostic ultrasound system featuring an uncompromised level of clinical performance, design and intelligence to meet the challenges of today's most demanding practices.	
	<ul style="list-style-type: none"> • Proprietary nSIGHT Imaging architecture for elevated levels of tissue uniformity, frame rate and penetration. • Supports PureWave family of transducers • xMATRIX upgradable • Supports 3D/4D imaging modes across various clinical options • XRES Pro next generation image processing, Variable XRES • Supports MicroFlow Imaging option with MicroFlow HD across various transducers and applications • Supports Needle Visualization enhancement (eL18-4 transducer) • Supports CEUS clinical option • Supports TrueVue Pro photorealistic 3D option • Supports FlexVue curved MPR capability • Supports TouchVue with MPR touch • Supports Fusion and Navigation Interventional option • Active Native data for post-processing of frozen image data and Cineloop image data • Supports strain elastography, ElastPQ and ElastQ Imaging shear wave elastography clinical options across various applications and transducers • AutoScan (real time iSCAN) automatically optimizes gain and TCG continuously • SmartExam system-guided protocols • Tablet-like user interface with gesture control • Infinite articulation of control panel and monitor allows for perfect alignment whether sitting or standing • Control panel adjustability with 720 degrees of freedom to scan ergonomically • Enhanced mobility with battery backup options • MaxVue High Definition Ultrasound with over a 1 million more pixels and 38% larger viewing area • 4 active transducer ports • Supports Anatomically Intelligent Ultrasound (AIUS) options (some options require xMATRIX upgrade) • AI Breast 	



- Dynamic HeartModel
- AAA Model
- AutoRegistration for Fusion/Nav
- aBiometry Assist
- aReveal
- Windows 10 Operating System
- Defense in depth security support
- Multi-Modality Query Retrieve (Allows for the viewing of DICOM CT, Mammography, NM, MRI and ultrasound images—you can review these images while you are live imaging)
- NetLink/DICOM 3.0 provides network print and store, commit, modality worklist, DICOM Query and Retrieve, and structured reporting for adult and pediatric echo, vascular, and OB/GYN
- Integrated Wireless DICOM
- DICOM 3.0 Print and Store capability to internal drive
- On-board workstation-class data management with thumbnail previews and storage of images, loops,
- Retrospective and prospective clip capture to internal drive or removable media and reports

SafeGuard

This is a standard computer administration tool used to prevent unauthorized programs (malware) from running on the ultrasound system

MicroFlow Imaging

MicroFlow Imaging (MFI) enhances visualization of small and weak blood. Now includes MFI HD a sub mode that offers twice the sensitivity and resolution of MFI feature.

Security Plus

Security Plus provides a Defense-in-depth strategy implementing security features designed to help healthcare facilities provide additional patient data privacy, and protection from unauthorized access via the ultrasound systems on hospital networks. New data security enhancements will make EPIQ and Affiniti compatible with data security on medical devices.

HD Max Display 24-inch HD MAX immersive display monitor for the ultimate ultrasound visualization

1.2 Essential Breast Bundle Article No. NNAV631

1

Details

Small Parts

Tissue Specific Imaging software for linear array transducers in Small Parts and Breast ultrasound applications

Display optimization software with Tissue Specific presets for Small Parts and Breast imaging and Doppler applications

Analysis software package includes a general imaging protocol and report

Allows operation of L12-3, L12-5 and L18-5 transducers.

eL18-4 EMT Transducer

Ultra-broadband 18-4 MHz PureWave Linear multi-row array transducer with fine elevation focusing. This transducer incorporates integrated EM (electro-magnetic) tracking coils for AI Breast and Fusion/Navigation compatibility. This transducers supports a broad range of high resolution applications including breast, small parts, vascular and musculoskeletal imaging. Also supports pediatric and specialty OB imaging. The eL18-4 transducer features exceptional imaging performance and supports advanced clinical tools such as strain elastography, MicroFlow Imaging and precision biopsy capabilities.

1.3 Flow Viewer 1
Article No. NUSY169

Details

Flow Viewer is a color visualization enhancement to visualize vasculature and fetal heart architecture. Available in all color imaging modes (CFM, CPA, CPAd, MFI, MFI HD)

1.4 EPIQ Elite_Entitlements Text 1
Article No. NNAV788

Introduction

Elite Core Systems

EPIQ Elite Ultrasound System (NNAV598, NNAV680, NNAV678, NNAV679, NNAV619, NNAV620 or NNAV655), receives:

- 1 Day Onsite Clinical Install
- 1 Day Onsite Clinical Support
- 1 Basic System Training Bundle
- 1 Day Level 2 Tuition Only (Not applicable to the following contracts: VA797H17D0022; SPE2D117D0014)
- US Travel Package Level 2 Offsite (Not applicable to the following contracts: VA797H17D0022; SPE2D117D0014)

Key Benefits

- Philips AAA (NUSY164) or Liver Fat Quantification (NUSY187) receive: •1 Day Onsite Clinical Support
- Fusion (NUSY177) receives: •1 Day Onsite Clinical Support Fusion
- Fusion/Navigation (NUSY178 or NNAV461) receives: •3 Days Onsite Clinical Support Fusion

Details

Liver ElastQ and Liver Fat Quant (NNAV541) receive: •1 Day Onsite Clinical Support •1 Day Level 1 Tuition Only (Not applicable to the following contracts: VA797H17D0022; SPE2D117D0014) •US Travel Package Level 1 Offsite (Not applicable to the following contracts: VA797H17D0022; SPE2D117D0014) Strain Elast (NUSY290), Elast PQ (NUSY291), ElastQ Imaging Curved (NUSY292), ElastQ Imaging Linear (NUSY293), AI Breast (NUSY175), or Essential AI Breast (NNAV465) receive:
•1 Day Onsite Clinical Support
•1 Day Level 1 Tuition Only (Not applicable to the following contracts: VA797H17D0022; SPE2D117D0014)



PHILIPS

•US Travel Package Level 1 Offsite (Not applicable to the following contracts: VA797H17D0022; SPE2D117D0014)

Ultimate Breast Solution (NNAV467) receives: 3 Install/3 Tuition/3 Travel

xMATRIX xPlane & Live 3D (NUSY100, NUSY101 or NUSY102), 4D Imaging (NUSY120), 4D 3D9-3v & FlexVue (NNAV618), V9-2 4D C5-1 Bundle (NUSY062), V9-2 4D 3D9-3v Bundle (NUSY063), V9-2 4D C10-3v Bundle (NUSY064), 4D 3D9-3v & FlexVue (NNAV618), Adv 3D/4D Technology Pkg Adv Core (NNAV422) or Adv 3D/4D Technology Pkg Non-Adv Core (NNAV423) receives:

- 1 Day Onsite Clinical Support
- 1 Basic System Training Bundle

Cardiology 2DQ Pkg (NUSY130) or AutoStrain LV (NUSY147) receives:

- 1 Day Level 1 Tuition Only (Not applicable to the following contracts: VA797H17D0022; SPE2D117D0014)
- US Travel Package Level 1 Offsite (Not applicable to the following contracts: VA797H17D0022; SPE2D117D0014)

Features

****1 Day Onsite Clinical Support**

****1 Day Onsite Clinical Support**

The Clinical Support Onsite Training expires ninety (90) days from equipment installation date and is provided Mon-Fri during normal business hours between 8 AM and 5 PM. Philips Healthcare personnel are not responsible for actual patient contact or operation of equipment during education sessions except to demonstrate proper equipment operation. The training sessions should be attended by the appropriate healthcare professional as identified by the department director. Repeat training for staff non-attendance will not be accepted. Site must be patient-ready to meet training expectations. Please refer to Cancellation/Rescheduling policy.

US Travel Package Level 1 Offsite

US Travel Package Level 1 Offsite

The Level 1 Offsite Travel Package expires six (6) months from the purchased date. This travel package is valid for one (1) registered attendee. Includes one (1) participants modest airfare from a North American customer location to a North America Philips Training Center location with modest lodging, ground transportation and meal expenses. Breakfast/dinner are provided by the hotel and lunch/breaks are catered by Philips Healthcare. All other expenses will be the responsibility of the attendee (ie. Baggage fees, meals while traveling, transportation to and from customers home airport). (Not applicable to the following contracts: VA797H17D0022; SPE2D117D0014)

*******1 Day Onsite Clinical Support Fusion**

*******1 Day Onsite Clinical Support Fusion**

The Clinical Support Onsite Training expires one (1) year from equipment installation date and is provided Mon-Fri during normal business hours between 8 AM and 5 PM. Philips Healthcare personnel are not responsible for actual patient contact or operation of equipment during education sessions except to demonstrate proper equipment operation. The training sessions should be attended by the appropriate healthcare professional as identified by the department director. Repeat training for staff



PHILIPS

non-attendance will not be accepted. Site must be patient-ready to meet training expectations. Please refer to Cancellation/Rescheduling policy.

*******Basic System Training (BST) Bundle**

*******Basic System Training (BST) Bundle**

The Basic System Training (BST) Bundle expires ninety (90) days from equipment installation date or purchased date. The BST eLearning Bundle curriculum is focused on your Philips Ultrasound System. The aim of this comprehensive series is to provide the Sonographer/Echocardiographer with a comprehensive bundle of self-paced courses to familiarize you with your ultrasound system.

*****1 Day Level 1 Tuition Only**

*****1 Day Level 1 Tuition Only**

The Level 1 Tuition Only expires six (6) months from equipment installation date or purchased date if sold separately. This tuition may be used for one (1) attendee to register to attend one Advanced System Training course only that is offered at a Philips Training Center. Due to travel and scheduling requirements, a twenty-one (21) day notification of cancellation is required, or training / education entitlements will be forfeited. Curriculum is subject to change without notice. Travel is not included as part of this offering and may be purchased separately. (Not applicable to the following contracts: VA797H17D0022; SPE2D117D0014)

******1 Day Level 2 Tuition Only**

******1 Day Level 2 Tuition Only**

The Level 2 Tuition Only expires one (1) year from equipment installation date or purchased date if sold separately. This tuition may be used for one (1) attendee to register to attend any Level 2 course that is offered at a Philips Training Event location. Due to travel and scheduling requirements, a twenty-one (21) day notification of cancellation is required, or training / education entitlements will be forfeited. Curriculum is subject to change without notice. Travel is not included as part of this offering and may be purchased separately. (Not applicable to the following contracts: VA797H17D0022; SPE2D117D0014)

US Travel Package Level 2 Offsite

US Travel Package Level 2 Offsite

US Travel Package Level 2 Offsite: The Level 2 Offsite Travel Package expires one (1) year from the purchased date. This travel package is valid for one (1) registered attendee. Includes one (1) participants modest airfare from a North American customer location to a North America Philips Event location with modest lodging, ground transportation and meal expenses. Breakfast/dinner are provided by the hotel and lunch/breaks are catered by Philips Healthcare. All other expenses will be the responsibility of the attendee (ie. Baggage fees, meals while traveling, transportation to and from customers home airport). (Not applicable to the following contracts: VA797H17D0022; SPE2D117D0014)



***1 Day Onsite Clinical Install**

***1 Day Onsite Clinical Install**

The Clinical Install Onsite Training expires ninety (90) days after install and is provided Mon-Fri during normal business hours between 8 AM and 5 PM. Philips Healthcare personnel are not responsible for actual patient contact or operation of equipment during education sessions except to demonstrate proper equipment operation. The training sessions should be attended by the appropriate healthcare professional as identified by the department director. Repeat training for staff non-attendance will not be accepted. Site must be patient-ready to meet training expectations. Please refer to Cancellation/Rescheduling policy.

Includes

X8-2t (FUS9165), X7-2t (FUS9164) or X11-4t (FUS9167) receive: •1 Day Onsite Clinical Support •1 Day Level 2 Tuition Only (Not applicable to the following contracts: VA797H17D0022; SPE2D117D0014) •US Travel Package Level 2 Offsite (Not applicable to the following contracts: VA797H17D0022; SPE2D117D0014)

XL14-3 Transducer (FUS9166) receives: •1 Day Onsite Clinical Support •1 Day Level 1 Tuition Only (Not applicable to the following contracts: VA797H17D0022; SPE2D117D0014) •US Travel Package Level 1 Offsite (Not applicable to the following contracts: VA797H17D0022; SPE2D117D0014)

XL14-3 Bundle (NUSY213) receives: •1 Day Onsite Clinical Support •1 Basic System Training Bundle •1 Day Level 1 Tuition Only (Not applicable to the following contracts: VA797H17D0022; SPE2D117D0014) •US Travel Package Level 1 Offsite (Not applicable to the following contracts: VA797H17D0022; SPE2D117D0014)

A) EPIQ Elite

Line	Description	Qty
2	EPIQ Elite Diagnostic Ultrasound System Article No. 795234	
	Details	
	EPIQ Elite Diagnostic Ultrasound System	
2.1	EPIQ Elite G with HDMax Article No. NNAV620	1
	EPIQ Elite for general imaging is a premium diagnostic ultrasound system featuring an uncompromised level of clinical performance, design and intelligence to meet the challenges of today's most demanding practices.	
	<ul style="list-style-type: none"> • Proprietary nSIGHT Imaging architecture for elevated levels of tissue uniformity, frame rate and penetration. • Supports PureWave family of transducers • xMATRIX upgradable • Supports 3D/4D imaging modes across various clinical options • XRES Pro next generation image processing, Variable XRES 	



PHILIPS

- Supports MicroFlow Imaging option with MicroFlow HD across various transducers and applications
- Supports Needle Visualization enhancement (eL18-4 transducer)
- Supports CEUS clinical option
- Supports TrueVue Pro photorealistic 3D option
- Supports FlexVue curved MPR capability
- Supports TouchVue with MPR touch
- Supports Fusion and Navigation Interventional option
- Active Native data for post-processing of frozen image data and Cineloop image data
- Supports strain elastography, ElastPQ and ElastQ Imaging shear wave elastography clinical options across various applications and transducers
- AutoScan (real time iSCAN) automatically optimizes gain and TCG continuously
- SmartExam system-guided protocols
- Tablet-like user interface with gesture control
- Infinite articulation of control panel and monitor allows for perfect alignment whether sitting or standing
- Control panel adjustability with 720 degrees of freedom to scan ergonomically
- Enhanced mobility with battery backup options
- MaxVue High Definition Ultrasound with over a 1 million more pixels and 38% larger viewing area
- 4 active transducer ports
- Supports Anatomically Intelligent Ultrasound (AIUS) options (some options require xMATRIX upgrade)
- AI Breast
- Dynamic HeartModel
- AAA Model
- AutoRegistration for Fusion/Nav
- aBiometry Assist
- aReveal
- Windows 10 Operating System
- Defense in depth security support
- Multi-Modality Query Retrieve (Allows for the viewing of DICOM CT, Mammography, NM, MRI and ultrasound images—you can review these images while you are live imaging)
- NetLink/DICOM 3.0 provides network print and store, commit, modality worklist, DICOM Query and Retrieve, and structured reporting for adult and pediatric echo, vascular, and OB/GYN
- Integrated Wireless DICOM
- DICOM 3.0 Print and Store capability to internal drive
- On-board workstation-class data management with thumbnail previews and storage of images, loops,
- Retrospective and prospective clip capture to internal drive or removable media and reports

SafeGuard

This is a standard computer administration tool used to prevent unauthorized programs (malware) from running on the ultrasound system

MicroFlow Imaging

MicroFlow Imaging (MFI) enhances visualization of small and weak blood. Now includes MFI HD a sub mode that offers twice the sensitivity and resolution of MFI feature.

Security Plus



Security Plus provides a Defense-in-depth strategy implementing security features designed to help healthcare facilities provide additional patient data privacy, and protection from unauthorized access via the ultrasound systems on hospital networks. New data security enhancements will make EPIQ and Affiniti compatible with data security on medical devices.

HD Max Display 24-inch HD MAX immersive display monitor for the ultimate ultrasound visualization

2.2 Essential Breast Bundle 1
Article No. NNAV631

Details

Small Parts

Tissue Specific Imaging software for linear array transducers in Small Parts and Breast ultrasound applications

Display optimization software with Tissue Specific presets for Small Parts and Breast imaging and Doppler applications

Analysis software package includes a general imaging protocol and report

Allows operation of L12-3, L12-5 and L18-5 transducers.

eL18-4 EMT Transducer

Ultra-broadband 18-4 MHz PureWave Linear multi-row array transducer with fine elevation focusing. This transducer incorporates integrated EM (electro-magnetic) tracking coils for AI Breast and Fusion/Navigation compatibility. This transducers supports a broad range of high resolution applications including breast, small parts, vascular and musculoskeletal imaging. Also supports pediatric and specialty OB imaging. The eL18-4 transducer features exceptional imaging performance and supports advanced clinical tools such as strain elastography, MicroFlow Imaging and precision biopsy capabilities.

2.3 Flow Viewer 1
Article No. NUSY169

Details

Flow Viewer is a color visualization enhancement to visualize vasculature and fetal heart architecture. Available in all color imaging modes (CFM, CPA, CPAd, MFI, MFI HD)

2.4 EPIQ Elite_Entitlements Text 1
Article No. NNAV788

Introduction

Elite Core Systems

EPIQ Elite Ultrasound System (NNAV598, NNAV680, NNAV678, NNAV679, NNAV619, NNAV620 or NNAV655), receives:

- 1 Day Onsite Clinical Install
- 1 Day Onsite Clinical Support



PHILIPS

- 1 Basic System Training Bundle
- 1 Day Level 2 Tuition Only (Not applicable to the following contracts: VA797H17D0022; SPE2D117D0014)
- US Travel Package Level 2 Offsite (Not applicable to the following contracts: VA797H17D0022; SPE2D117D0014)

Key Benefits

- Philips AAA (NUSY164) or Liver Fat Quantification (NUSY187) receive: •1 Day Onsite Clinical Support
- Fusion (NUSY177) receives: •1 Day Onsite Clinical Support Fusion
- Fusion/Navigation (NUSY178 or NNAV461) receives: •3 Days Onsite Clinical Support Fusion

Details

Liver ElastQ and Liver Fat Quant (NNAV541) receive: •1 Day Onsite Clinical Support •1 Day Level 1 Tuition Only (Not applicable to the following contracts: VA797H17D0022; SPE2D117D0014) •US Travel Package Level 1 Offsite (Not applicable to the following contracts: VA797H17D0022; SPE2D117D0014) Strain Elast (NUSY290), Elast PQ (NUSY291), ElastQ Imaging Curved (NUSY292), ElastQ Imaging Linear (NUSY293), AI Breast (NUSY175), or Essential AI Breast (NNAV465) receive:

- 1 Day Onsite Clinical Support
- 1 Day Level 1 Tuition Only (Not applicable to the following contracts: VA797H17D0022; SPE2D117D0014)
- US Travel Package Level 1 Offsite (Not applicable to the following contracts: VA797H17D0022; SPE2D117D0014)

Ultimate Breast Solution (NNAV467) receives: 3 Install/3 Tuition/3 Travel

xMATRIX xPlane & Live 3D (NUSY100, NUSY101 or NUSY102), 4D Imaging (NUSY120), 4D 3D9-3v & FlexVue (NNAV618), V9-2 4D C5-1 Bundle (NUSY062), V9-2 4D 3D9-3v Bundle (NUSY063), V9-2 4D C10-3v Bundle (NUSY064), 4D 3D9-3v & FlexVue (NNAV618), Adv 3D/4D Technology Pkg Adv Core (NNAV422) or Adv 3D/4D Technology Pkg Non-Adv Core (NNAV423) receives:

- 1 Day Onsite Clinical Support
- 1 Basic System Training Bundle

Cardiology 2DQ Pkg (NUSY130) or AutoStrain LV (NUSY147) receives:

- 1 Day Level 1 Tuition Only (Not applicable to the following contracts: VA797H17D0022; SPE2D117D0014)
- US Travel Package Level 1 Offsite (Not applicable to the following contracts: VA797H17D0022; SPE2D117D0014)

Features

****1 Day Onsite Clinical Support**

****1 Day Onsite Clinical Support**

The Clinical Support Onsite Training expires ninety (90) days from equipment installation date and is provided Mon-Fri during normal business hours between 8 AM and 5 PM. Philips Healthcare personnel are not responsible for actual patient contact or operation of equipment during education sessions except to demonstrate proper equipment operation. The training sessions should be attended by the appropriate healthcare professional as identified by the department director. Repeat training for staff



PHILIPS

non-attendance will not be accepted. Site must be patient-ready to meet training expectations. Please refer to Cancellation/Rescheduling policy.

US Travel Package Level 1 Offsite

US Travel Package Level 1 Offsite

The Level 1 Offsite Travel Package expires six (6) months from the purchased date. This travel package is valid for one (1) registered attendee. Includes one (1) participants modest airfare from a North American customer location to a North America Philips Training Center location with modest lodging, ground transportation and meal expenses. Breakfast/dinner are provided by the hotel and lunch/breaks are catered by Philips Healthcare. All other expenses will be the responsibility of the attendee (ie. Baggage fees, meals while traveling, transportation to and from customers home airport). (Not applicable to the following contracts: VA797H17D0022; SPE2D117D0014)

*******1 Day Onsite Clinical Support Fusion**

*******1 Day Onsite Clinical Support Fusion**

The Clinical Support Onsite Training expires one (1) year from equipment installation date and is provided Mon-Fri during normal business hours between 8 AM and 5 PM. Philips Healthcare personnel are not responsible for actual patient contact or operation of equipment during education sessions except to demonstrate proper equipment operation. The training sessions should be attended by the appropriate healthcare professional as identified by the department director. Repeat training for staff non-attendance will not be accepted. Site must be patient-ready to meet training expectations. Please refer to Cancellation/Rescheduling policy.

*******Basic System Training (BST) Bundle**

*******Basic System Training (BST) Bundle**

The Basic System Training (BST) Bundle expires ninety (90) days from equipment installation date or purchased date. The BST eLearning Bundle curriculum is focused on your Philips Ultrasound System. The aim of this comprehensive series is to provide the Sonographer/Echocardiographer with a comprehensive bundle of self-paced courses to familiarize you with your ultrasound system.

*****1 Day Level 1 Tuition Only**

*****1 Day Level 1 Tuition Only**

The Level 1 Tuition Only expires six (6) months from equipment installation date or purchased date if sold separately. This tuition may be used for one (1) attendee to register to attend one Advanced System Training course only that is offered at a Philips Training Center. Due to travel and scheduling requirements, a twenty-one (21) day notification of cancellation is required, or training / education entitlements will be forfeited. Curriculum is subject to change without notice. Travel is not included as part of this offering and may be purchased separately. (Not applicable to the following contracts: VA797H17D0022; SPE2D117D0014)



PHILIPS

******1 Day Level 2 Tuition Only**

******1 Day Level 2 Tuition Only**

The Level 2 Tuition Only expires one (1) year from equipment installation date or purchased date if sold separately. This tuition may be used for one (1) attendee to register to attend any Level 2 course that is offered at a Philips Training Event location. Due to travel and scheduling requirements, a twenty-one (21) day notification of cancellation is required, or training / education entitlements will be forfeited. Curriculum is subject to change without notice. Travel is not included as part of this offering and may be purchased separately. (Not applicable to the following contracts: VA797H17D0022; SPE2D117D0014)

US Travel Package Level 2 Offsite

US Travel Package Level 2 Offsite

US Travel Package Level 2 Offsite: The Level 2 Offsite Travel Package expires one (1) year from the purchased date. This travel package is valid for one (1) registered attendee. Includes one (1) participants modest airfare from a North American customer location to a North America Philips Event location with modest lodging, ground transportation and meal expenses. Breakfast/dinner are provided by the hotel and lunch/breaks are catered by Philips Healthcare. All other expenses will be the responsibility of the attendee (ie. Baggage fees, meals while traveling, transportation to and from customers home airport). (Not applicable to the following contracts: VA797H17D0022; SPE2D117D0014)

***1 Day Onsite Clinical Install**

***1 Day Onsite Clinical Install**

The Clinical Install Onsite Training expires ninety (90) days after install and is provided Mon-Fri during normal business hours between 8 AM and 5 PM. Philips Healthcare personnel are not responsible for actual patient contact or operation of equipment during education sessions except to demonstrate proper equipment operation. The training sessions should be attended by the appropriate healthcare professional as identified by the department director. Repeat training for staff non-attendance will not be accepted. Site must be patient-ready to meet training expectations. Please refer to Cancellation/Rescheduling policy.

Includes

X8-2t (FUS9165), X7-2t (FUS9164) or X11-4t (FUS9167) receive: •1 Day Onsite Clinical Support •1 Day Level 2 Tuition Only (Not applicable to the following contracts: VA797H17D0022; SPE2D117D0014) •US Travel Package Level 2 Offsite (Not applicable to the following contracts: VA797H17D0022; SPE2D117D0014)

XL14-3 Transducer (FUS9166) receives: •1 Day Onsite Clinical Support •1 Day Level 1 Tuition Only (Not applicable to the following contracts: VA797H17D0022; SPE2D117D0014) •US Travel Package Level 1 Offsite (Not applicable to the following contracts: VA797H17D0022; SPE2D117D0014)

XL14-3 Bundle (NUSY213) receives: •1 Day Onsite Clinical Support •1 Basic System Training Bundle •1 Day Level 1 Tuition Only (Not applicable to the following contracts: VA797H17D0022; SPE2D117D0014) •US Travel Package Level 1 Offsite (Not applicable to the following contracts: VA797H17D0022; SPE2D117D0014)





4. Local Sales Terms and Conditions

Line	Product Code	Contract Name	Contract No.	Invoice Schedule
1	795234 EPIQ Elite Diagnostic Ultrasound System	Vizient Supply LLC XR0925	XR0925	0/0/100
2	795234 EPIQ Elite Diagnostic Ultrasound System	Vizient Supply LLC XR0925	XR0925	0/0/100

Payment Terms US: Net 30 Days

INCO Terms: Carriage and Insurance Paid To Destination

This is a cash price quote, which includes ACH, check, and wire transfer. Any other form of payment will result in different price, which may be higher.

Billing Terms: Are as displayed under the Invoice Schedule table above. For each item, X/Y/Z milestones are defined as follows (unless an Agreement specifying alternative payment terms has been negotiated between the parties):

- X is the percentage invoiced upon signed acceptance of quotation or upon receipt of Customer Purchase Order
- Y is the percentage invoiced upon delivery of major components to Customer designated location or Philips warehouse.
- Z is the percentage invoiced upon completion of installation or product available for first patient use, whichever occurs first.
- Z is the percentage invoiced 30 days from date of shipment (Ultrasound Systems Portfolio Only)

If DEMO Equipment is included in this quotation it is sold under the Contact No. Contract Name/Contract Number ("Contract") of the products/solution included in this quotation.

All amounts in this quote are in USD

Additional Terms US:

This purchase is governed by the terms and conditions applicable to Customer Member of the specific Vizient Contract number identified above, as well as any Philips Standard Terms and Conditions of Sale and Software License, set forth below, to the extent not in conflict with the applicable Vizient Contract terms.





5. Signature Page

Invoice to:

Charlotte Radiology P.A.
700 Moorehead St Suite 300
Charlotte, NC 28202

Ship to:

Charlotte Radiology Cotswold Breast Center
300 Billingsley Road
Charlotte, NC 28204-2963

Total Net Price	Total Net Price
Total Net Price	\$ 156,975.80

Acceptance by Parties

Each Quotation solution is issued pursuant to and will reference a specific Contract Name/Contract Number ("Contract") representing an agreement containing discounts, fees and any specific terms and conditions which will apply to that single quoted solution. Philips Standard Terms and Conditions for Value Added Services (VAS) and Connected Care Warranty is located at <https://www.usa.philips.com/healthcare/support/terms-and-conditions>. Any PO for the items herein will be accepted subject to the terms of that Contract. If no Contract is shown, Philips Terms and Conditions of Sale including applicable product warranty or Philips Terms of Service ("Philips Terms") located in the Philips Standard Terms and Conditions of the quotation shall solely apply to the quoted solution. **Issuance by customer of a non-contingent signed purchase order(s) referencing the quote and master agreement (as applicable) expressly represents customer's acceptance of the quotation and the associated terms in lieu of the customer signature on this quotation.** Each equipment system and/or service 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. This quotation contains confidential and proprietary information of Philips Healthcare, a division of Philips North America LLC ("Philips") and is intended for use only by the customer whose name appears on this quotation. Except as otherwise required by state or federal law after strict compliance with any applicable notification and procedural requirements therein, it may not be disclosed to third parties without the prior written consent of Philips. This quotation provides contract agreement discounts and does not reflect rebates that may be earned by Customer, under separate written rebate agreements, from cumulative volume purchases beyond the individual quantity being ordered under this quote. Customer is reminded that rebates constitute discounts under government laws which are reportable by Customers.

The price above does not include sales tax.

Please fill in the below if applicable:

1. Tax Status: Taxable _____ Tax Exempt _____
If Exempt, please indicate the Exemption Certification Number: _____, and attach a copy of the certificate.
2. Requested equipment delivery date _____
3. If you do not issue formal purchase orders indicate by initialing here: _____
4. For Recurring Maintenance Service & Support Agreements with New Equipment Purchases: Our facility does issue formal purchase orders; however, due to our business/system limitation, we cannot issue a formal purchase order for the service agreement until 90 days prior to standard warranty expiration. Our facility agrees to submit the service agreement purchase order at such time. Initialed: _____

CUSTOMER SIGNATURE - Charlotte Radiology PA
by its authorized representative

Signature: _____
 Print Name: _____
 Title: _____
 Date: _____

PHILIPS SIGNATURE
by its authorized representative

Signature: _____JOHN_COPERTINO_____
 Print Name: _____JOHN_COPERTINO_____
 Title: SENIOR_ACCOUNT_MANAGER_
 Date: _____08/14/2025_____



6. Philips Standard Terms and Conditions

GENERAL TERMS AND CONDITIONS OF SALE AND SOFTWARE LICENSE ("Conditions of Sale") (Rev 25.1)

1. **Initial Provisions.**
 - 1.1 The Products (equipment, service, and software) offered on the quotation ("Quotation") by the Philips legal entity identified thereon are subject to these Conditions of Sale.
 - 1.2 The purchase prices set out on the Quotation excludes all taxes. All taxes on the Products will be borne by Customer unless Customer provides a tax exemption certification reasonably in advance of the date the Order is Invoiced; otherwise, Philips will invoice Customer for those taxes and Customer shall pay those taxes in accordance with the terms of the invoice.
2. **Quotation, Order, and Payment.**
 - 2.1 Any Quotation on the Products will be open for acceptance within the period Indicated therein and may be amended or revoked by Philips prior to Customer's acceptance. Any purchase orders shall be subject to Philips' confirmation. Any terms and conditions set forth on Customer's purchase order or otherwise issued by Customer shall not apply to the Products.
 - 2.2 The prices and payment terms are set out on the Quotation. Orders are subject to Philips' ongoing credit review and approval.
 - 2.3 Interest will apply to any late payments. Customer shall pay interest on any overdue amount not actively disputed paid at the annual rate of twelve percent (12%) which may be billed monthly. If Customer fails to pay any amounts due or breaches these Conditions of Sale, Philips will be entitled to suspend the performance of its obligations and deduct the unpaid amount from any amounts otherwise owed to Customer by Philips, in addition to any other rights or remedies available to Philips. Philips shall be entitled to recover all costs and expenses, including reasonable attorneys' fees related to the enforcement of its rights or remedies.
 - 2.4 Customer has no right to cancel an order unless such cancellation right is granted to Customer by mandatory law.
 - 2.4.1 If Customer cancels the order prior to the order being sent to the factory for manufacturing, then Customer shall pay fifteen percent (15%) of the net selling price of the Product(s).
 - 2.4.2 If Customer cancels the order after the order is sent to the factory for manufacturing, then Customer shall pay the full net selling price of the Product(s).
 - 2.4.3 If Customer has not taken delivery for each Product contained in Quotation and Customer's purchase order (or in-lieu of purchase order) within twenty-four (24) months from Philips' receipt of Customer's purchase order (or in-lieu of purchase order) then the Product shall be deemed cancelled. In such event, if the order is deemed cancelled prior to being sent to the factory for manufacturing, then the requirements under Section 2.4.1 apply; if the order is deemed cancelled after being sent to the factory for manufacturing, then the requirements under Section 2.4.2 apply.
 - 2.5 Philips may make partial or early shipments and Customer will pay such invoice based on the date of invoice for each Product in accordance with the payment terms set forth in the Quotation.
 - 2.6 Payments may be made by check, ACH, or wire. Philips does not accept transaction fees for any electronic fund transfers or any other payment method. Philips imposes a surcharge on credit cards of two percent (2%), which is not greater than its cost of acceptance. All check payments over \$50,000 USD must be paid via eCheck or via Philips prepaid FedEx account with tracking to secure against fraud and misappropriation.
3. **Philips Security Interest until Full Payment.**
 - 3.1 Philips is entitled to retain a security interest in the Products until Philips receives full payment.
4. **Technical changes.**
 - 4.1 Philips shall be entitled to make changes to the design or specifications of the Products at any time, provided such change does not adversely affect the performance of the Products.
5. **Lease and Trade In.**
 - 5.1 If Customer desires to convert the purchase of any Products to a lease, Customer shall, within ninety (90) days prior to the delivery of the Products, provide all relevant rental documents for review and approval by Philips. Customer is responsible for converting the transaction to a lease and is required to secure the leasing company's approval of all these Conditions of Sale. No product will be delivered to Customer until Philips has received copies of the fully executed lease documents and has approved the same. For any lease, if the lease does not fund then:
 - 5.1.1 Customer guarantees the payment of all monies due or that may become due under these Conditions of Sale;
 - 5.1.2 Philips may convert the lease back to a purchase and invoice Customer; accordingly, and
 - 5.1.3 Customer will pay all such invoiced amounts per the invoice terms. In the event that there are multiple Products on one Quotation, the Product with the longest period for converting the transaction to a lease shall prevail.
 - 5.2 Philips may provide a rental agreement at its discretion.
 - 5.3 In the event Customer will be trading-in equipment ("Trade-In"), Customer will provide the following:
 - 5.3.1 Customer undertakes to possess good and marketable title to the Trade-In as of the date of the Quotation and when Philips takes possession of the Trade-in from Customer's site. In the event Customer is in breach of this undertaking, Customer shall not be entitled to keep a trade-in credit for such Trade-In and shall promptly refund Philips such credited amounts upon receipt of an invoice from Philips.
 - 5.3.2 The trade-in value set forth on the Quotation is conditioned upon Customer providing Trade-In no later than the date Philips makes the new Product listed on such Quotation available for first patient use. However, in all cases and notwithstanding the foregoing, Customer shall bear the costs of any reduction in trade-in value arising due to a delay by Customer in connection with equipment delivery, installation, and go-live dates and promptly pay the revised invoice.
 - 5.3.3 In the event Philips receives a Trade-In having a different configuration (including software version) or model number than the Trade-In described on the Quotation, Philips reserves the right to adjust the trade-in value and revise the invoice accordingly, and Customer shall pay such revised invoice promptly upon receipt.
 - 5.3.4 In the event the condition of the trade-in is not in good working order or physically damaged, Customer's trade-in credit may be reduced, in whole or in part by Philips, at Philips' discretion.
 - 5.3.5 Customer undertakes to
 - 5.3.5.1 clean and sanitize all components that may be infected and all biological fluids from the Trade-In;
 - 5.3.5.2 drain any applicable chiller lines and cap any associated plumbing and
 - 5.3.5.3 delete all personal data in the Trade-In. Customer agrees to reimburse Philips for any out-of-pocket costs incurred by Philips arising from Customer's breach of its obligations herein.
6. **Shipment and Delivery Date.**



PHILIPS

- 6.1 Philips shall deliver the Products in accordance with the Incoterms set forth on the Quotation. If Philips and Customer agree to any other terms of delivery, additional costs shall be for the account of Customer. Title (subject to Section 3 entitled Philips Security Interest) to any Product (excluding software), and risk of loss shall pass to Customer upon delivery to the shipping carrier. However, Philips shall pay the cost of freight and risk insurance (during transport to destination). Customer shall obtain and pay for insurance covering such risks at destination.
- 6.2 Philips will make reasonable efforts to meet delivery dates quoted or acknowledged. If Customer causes the delay, any reasonable expenses incurred by Philips will be paid for by Customer, including all storage fees, transportation expenses, and related costs. Customer shall pay the eighty percent (80%) installment payment upon delivery to Customer site or Philips warehouse. For the purposes of clarification, "Delay" in this section shall mean a date later than Customer agreed delivery date identified via confirmation of the delivery date with Customer prior to releasing the Product for production.
7. **Installation.**
- 7.1 If Philips has undertaken installation of the Products, Customer shall be responsible for the following at its sole expense and risk:
- 7.1.1 The provision of adequate and lockable storage for the Products on or near the installation site. Additionally, Customer shall consider the manufacturing labeling requirements for environmental and storage conditions. Customer will repair or replace any lost or damaged Item during the storage period.
- 7.1.2 Philips' or its affiliate's representative shall have access to the installation site without obstacle or hindrance in due time to start the installation work at the scheduled date.
- 7.1.3 The timely execution and completion of the preparatory works, in conformity with Philips' installation requirements. Customer shall ensure the prepared site shall comply with all safety, electrical, and building codes relevant to the Products and installation thereof.
- 7.1.4 The proper removal and disposal of any hazardous material at the installation site prior to installation by Philips.
- 7.1.5 The timely provision of all visa, entry, exit, residence, work, or any other permits and licenses necessary for Philips' or Philips' representatives' personnel and for the import and export of tools, equipment, Products, and materials necessary for the installation works and subsequent testing.
- 7.1.6 The assistance to Philips or Philips' representative for moving the Products from the entrance of 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.
- 7.2 If Products are connected to a computer network, Customer shall be responsible for network security, including but not limited to, using secure administrative passwords, installing the latest validated security updates of operating software and web browsers, running a Customer firewall as well as maintaining up-to-date drivers, and validated anti-virus and anti-spyware software. Unauthorized Updates, as defined in the Product Schedules, may adversely affect the functionality and performance of the Licensed Software.
- 7.3 If any of the above conditions are not complied with, Philips or Philips' representative may interrupt the installation and subsequent testing for reasons not attributable to Philips and the parties shall extend the period for completing the installation. Any additional costs shall be for Customer's account and Philips shall have no liability for any damage resulting from or in connection with the delayed installation.
- 7.4 Philips shall have no liability for the fitness or adequacy of the premises or the utilities available at the premises for installation or storage of the Products.
8. **Product Damages and Returns.**
- 8.1 The following shall apply solely to medical consumables:
Customer shall notify Philips in writing substantiating its complaints within ten (10) days from its receipt of the Products. If Philips accepts the claim as valid, Philips shall issue a return authorization notice and Customer shall return the Products. Each returned Product shall be packed in its original packaging.
9. **Product Warranty.**
- 9.1 The Product warranties for Philips products sold hereunder are set forth on <https://www.usa.philips.com/healthcare/about/terms-conditions>. The terms set forth on such webpage are incorporated herein. Customer's signature of the Quotation or Issuance of purchase order in connection with the Quotation will be deemed agreement that such terms apply to Customer's purchase.
- 9.2 In the event a Product warranty is not listed on the webpage referenced above under Section 9.1 for a Product set forth on the Quotation, Sections 9.3-9.10 of these terms and conditions shall apply to the Product.
- 9.3 **Hardware Products.** Philips warrants to Customer that the Product shall materially comply with its product specification on the Quotation and the user documentation accompanying the shipment of such Product for a period of one (1) year from the date of acceptance or first clinical use, whichever occurs first, but under any circumstances, no more than fifteen (15) months from the date of shipment, provided the Product has been subject to proper use and maintenance. Any disposable Product intended for single use supplied by Philips to Customer will be of good quality until the expiration date applicable to such Product.
- 9.4 **Stand-alone Licensed Software Products.** Philips warrants that the Stand-alone Licensed Software shall substantially conform to the technical specification for a period of ninety (90) days from the date Philips makes such Stand-alone Licensed Software available to Customer. "Stand-alone Licensed Software" means Licensed Software sold without a contemporaneous purchase of a server for the Licensed Software.
- 9.5 **Service.** Philips warrants that all services will be carried out with reasonable care and skill. Philips' sole liability and Customer's sole remedy for breach of this warranty shall be at its option to give credit for or re-perform the services in question. This warranty shall only extend for a period of ninety (90) days after the completion of the services.
- 9.6 Customer shall only be entitled to make a Product warranty claim if Philips receives written notice of the defect during the warranty period within a reasonable period after Customer discovering such defect and, if required, the Product or the defective parts shall be returned to an address stated by Philips. Such defective parts shall be the property of Philips after their replacement.
- 9.7 Philips' warranty obligations and Customer's sole remedy for the Product shall be limited, at Philips' option, to the repair or replacement of the Product or any part thereof, in which case the spare parts shall be new or equivalent to new in performance, or to the refund of a pro rata portion of the purchase price paid by Customer solely after a reasonable cure period is given to Philips.
- 9.8 Philips' warranty obligations shall not apply to any defects resulting from:
- 9.8.1 improper or unsuitable maintenance, configuration, or calibration by Customer or its agents.
- 9.8.2 use, operation, modification, or maintenance of the Product not in accordance with the Product specification and the applicable written instructions of Philips or performed prior to the completion of Philips' validation process.
- 9.8.3 abuse, negligence, accident, or damages (including damage in transit) caused by Customer.
- 9.8.4 improper site preparation, including corrosion to Product caused by Customer.
- 9.8.5 any damage to the Product, or any medical data or other data stored, caused by an external source (including viruses or similar software interference) resulting from the connection of the Product to a Customer network, Customer client devices, a third-party product, or use of removable devices.



- 9.9 Philips is not responsible for the warranty for the third-party product provided by Philips to Customer and Customer shall make any warranty claims directly with such vendors. However, if Philips, under its license agreement or purchase agreement with such third party, has right to warranties and service solutions, Philips shall make reasonable efforts to extend to Customer the third-party warranty and service solutions for such Products.
- 9.10 During the term of the warranty and any customer service arrangement, Customer shall provide Philips with a dedicated high-speed broadband Internet connection suitable to establish a remote connection to the Products in order for Philips to provide remote servicing of the Products by:
- 9.10.1 supporting the installation of a Philips-approved router (or a Customer-owned router acceptable for Philips) for connection to the Products and Customer network (such router remains Philips property if provided by Philips and is only provided during the warranty term).
 - 9.10.2 maintaining a secure location for hardware to connect the Products to the Philips Remote Service Data Center (PRSDC).
 - 9.10.3 providing and maintaining a free IP address within the site network to be used to connect the Products to Customer's network.
 - 9.10.4 maintaining the established connection throughout the applicable period.
 - 9.10.5 facilitating the reconnection to Philips in case any temporary disconnection occurs.
 - 9.10.6 If Customer fails to provide the access described in this section and the Product is not connected to the PRSDC (including any temporary disconnection), Customer accepts any related impact on Products availability, additional cost, and speed of resolution.
 - 9.10.7 THE WARRANTIES SET FORTH IN THESE CONDITIONS OF SALE AND QUOTATION ARE THE SOLE WARRANTIES MADE BY PHILIPS IN CONNECTION WITH THE PRODUCT, ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, WHETHER WRITTEN, ORAL, STATUTORY, EXPRESS, OR IMPLIED, INCLUDING ANY WARRANTY OF NON-INFRINGEMENT, QUIET ENJOYMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PHILIPS EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. MOREOVER, PHILIPS DOES NOT WARRANT ANY PRODUCT USING THE CLOUD TO BE UNINTERRUPTED OR ERROR FREE.
10. **Limitation of Liability.**
- 10.1 THE TOTAL LIABILITY OF PHILIPS ARISING UNDER OR IN CONNECTION WITH THE PRODUCT FOR ANY BREACH OF CONTRACTUAL OBLIGATIONS, WARRANTY, NEGLIGENCE, UNLAWFUL ACT OR OTHERWISE IN CONNECTION WITH THE PRODUCT IS LIMITED TO THE ACTUAL PURCHASE PRICE RECEIVED FOR THE PRODUCT THAT GAVE RISE TO THE CLAIM.
 - 10.2 PHILIPS SHALL NOT BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES AND/OR FOR ANY DAMAGES INCLUDING, LOSS OF DATA, PROFITS, REVENUE, BUSINESS INTERRUPTION OR USE IN CONNECTION WITH OR ARISING OUT OF THESE CONDITIONS OF SALE, REGARDLESS OF WHETHER THEY ARE FORESEEABLE OR NOT AND WHETHER THE CLAIM IS MADE IN TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, INDEMNITY, AT LAW OR IN EQUITY. NEITHER PHILIPS NOR PHILIPS' SUPPLIERS SHALL BE LIABLE FOR ANY LOSS OR INABILITY TO USE MEDICAL OR OTHER DATA STORED ON OR BY THE PRODUCT.
 - 10.3 THE EXCLUSION OF LIABILITY IN THESE CONDITIONS OF SALE SHALL ONLY APPLY TO THE EXTENT ALLOWED UNDER THE APPLICABLE LAW.
 - 10.4 FOR US CUSTOMERS, THE FOLLOWING ARE NOT SUBJECT TO THE LIMITATIONS OF LIABILITY UNDER SECTION 10.1:
 - 10.4.1 THIRD PARTY CLAIMS FOR DIRECT DAMAGES FOR BODILY INJURY OR DEATH TO THE EXTENT CAUSED BY PHILIPS' NEGLIGENCE OR PROVEN PRODUCT DEFECT.
 - 10.4.2 CLAIMS OF TANGIBLE PROPERTY DAMAGE REPRESENTING THE ACTUAL COST TO REPAIR PHYSICAL PROPERTY TO THE EXTENT CAUSED BY PHILIPS NEGLIGENCE OR PROVEN PRODUCT DEFECT.
 - 10.4.3 OUT OF POCKET COSTS INCURRED BY CUSTOMER TO PROVIDE PATIENT NOTIFICATIONS, REQUIRED BY LAW, TO THE EXTENT SUCH NOTICES ARE CAUSED BY PHILIPS UNAUTHORIZED DISCLOSURE OF PROTECTED HEALTH INFORMATION.
 - 10.4.4 FINES/PENALTIES LEVIED AGAINST CUSTOMER BY GOVERNMENT AGENCIES CITING PHILIPS' UNAUTHORIZED DISCLOSURE OF PROTECTED HEALTH INFORMATION AS THE BASIS OF THE FINE/PENALTY, ANY SUCH FINES OR PENALTIES SHALL CONSTITUTE DIRECT DAMAGES.
11. **Infringement of Intellectual Property Rights to the Products.**
- 11.1 Philips will, at its option and expense, defend or settle any suit or proceeding brought against Customer based on any third-party claim that any Product or use thereof for its intended purpose constitutes an infringement of any intellectual property rights in the country where the Product is delivered by Philips.
 - 11.2 Customer will promptly give Philips written notice of such claim and the authority, information, and assistance needed to defend such claim. Philips shall have the full and exclusive authority to defend and settle such claim. Customer shall not make any admission that might be prejudicial to Philips and shall not enter a settlement without Philips' prior written consent.
 - 11.3 If the Product is held to constitute infringement of any intellectual property right and its use by Customer is enjoined, Philips will, at its option and expense, either:
 - 11.3.1 procure for Customer the right to continue using the Product;
 - 11.3.2 replace it with an equivalent non-infringing Product;
 - 11.3.3 modify the Product so it becomes non-infringing; or
 - 11.3.4 refund to Customer a pro rata portion of the Products' purchase price upon the return of the original Products.
 - 11.4 Philips will have no duty or obligation under this Section 11 if the infringement is caused by a Product being:
 - 11.4.1 supplied in accordance with Customer's design, specifications, or instructions and compliance therewith has caused Philips to deviate from its normal course of performance;
 - 11.4.2 modified by Customer or its contractors after delivery;
 - 11.4.3 not updated by Customer in accordance with instructions provided by Philips (e.g., software updates); or
 - 11.4.4 combined by Customer or its contractors with devices, software, methods, systems, or processes not furnished hereunder and the third-party claim is based on such modification or combination.The above states Philips' sole liability and Customer's exclusive remedy in respect of third-party intellectual property claims.
12. **Ownership, Use, and Exclusivity of Product Documents and Other Proprietary Service Materials.**
- 12.1 Philips' documents, manuals, and technical information related to product maintenance or service are proprietary. They cannot be copied, reproduced, transmitted, disclosed, or used without Philips' written consent. Philips' technical maintenance or service software is also proprietary and intended solely for Philips' use, unless otherwise agreed in writing by Philips and Customer.
13. **Export Control and Product Resale.**
- 13.1 Customer agrees to comply with relevant export control and sanction laws and regulations, including the UN, EU, or US ("Export Laws"), to ensure that the Products are not:
 - 13.1.1 exported or re-exported directly or indirectly in violation of Export Laws; or
 - 13.1.2 used for any purposes prohibited by the Export Laws, including military end-use, human rights abuses, nuclear, or chemical or biological weapons proliferation.
 - 13.2 Customer represents that:



- 13.2.1 Customer is not located in a country that is subject to a UN, US, or EU embargo and trade restriction; and
- 13.2.2 Customer is not listed on any UN, EU, US export and sanctions list of prohibited or restricted parties.
- 13.3 Philips may suspend its obligation to fulfil any order or subsequent service if the delivery is restricted under Export Laws or an export/import license is not granted by relevant authorities.
14. **Licensed Software Terms.**
- 14.1 Subject to Customer's compliance with these Conditions of Sale, Philips grants to Customer a non-exclusive, non-transferable, and non-sublicensable license to use software Products and software embedded in Products ("Licensed Software") according to the Quotation and according to the instructions for use accompanying the Products.
- 14.2 The Licensed Software is licensed and not sold. All intellectual property rights in the Licensed Software shall remain with Philips.
- 14.3 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. Customer may not reproduce, sell, assign, transfer, or sublicense the Licensed Software. Customer shall preserve the confidential nature of the Licensed Software and shall not disclose or transfer any portion of the Licensed Software to any third party.
- 14.4 Customer shall maintain Philips' copyright notice or other proprietary legends on any copies of the Licensed Software. Customer shall not (and shall not allow any third party to) decompile, disassemble, modify, or otherwise reverse engineer the Licensed Software. Any modification of the Products or system shall be deemed unauthorized and may be deemed as remanufacturing of the Products or systems.
- 14.5 The Licensed Software may only be used in relation to Products or systems certified by Philips. If Customer modifies the Licensed Software in any manner, all warranties associated with the Licensed Software and the Products shall become null and void. Customer installation of Philips' issued patches or updates shall not be deemed to be a modification.
- 14.6 Philips and its affiliates shall be free to use any feedback or suggestions, on a royalty-free basis, for modification or enhancement of the Licensed Software provided by Customer for the purpose of modifying or enhancing the Licensed Software as well as for licensing such enhancements to third parties.
- 14.7 With respect to any third-party licensed software, Customer agrees to comply with the terms applicable to such licensed software. Customer shall indemnify Philips for any damage arising from its failure to comply with such terms. If the third-party licensor terminates the third party license, Philips shall be entitled to terminate the third party license with Customer and make reasonable effort to procure a solution.
15. **Confidentiality.**
- 15.1 If any of the parties have access to confidential information of the other party, it shall keep this information confidential. Such information shall only be used if and to the extent that it is necessary to carry out the concerned transactions. This obligation does not extend to public domain information and/or information that is disclosed by operation of law or court order.
16. **Compliance with Laws and Privacy.**
- 16.1 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 employment practices federal and state anti-discrimination laws (including Title VII of the Civil Rights Act of 1964 as amended, the Rehabilitation Act of 1973 as amended and the Veterans Readjustment Act of 1972 as amended), E-Verify, 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]).
- 16.2 Processing of personal data: In relation to the provision of services, Philips may process information, in any form, that can relate to identified or identifiable individuals, which may qualify as personal data. Philips and/or its affiliates will: a) process any protected health information (PHI) as defined by HIPAA on behalf and by instruction of Customer, the terms, rights and responsibilities of the parties for such processing of PHI are set forth in a Business Associate Agreement between the parties and b) process information such as log files or device parameters (which may contain personal data), to provide the services and to enable its compliance with and performance of its task as manufacturer of (medical) devices under the applicable regulations and standards (including but not limited to the performance of vigilance, post market surveillance, and clinical evaluation related activities).
- 16.3 Customer agrees that Philips and/or its affiliates may use any data, other than personal data, generated by a Product and/or otherwise provided by Customer to Philips for Philips' own legitimate business purposes including, but not limited to, for data analytics activities to determine trends of usage and advise on the use of products and services, for research, product and service development and improvement (including the development of new offerings), substantiation of marketing claims, and for benchmarking purposes.
17. **Force Majeure.**
- 17.1 Each party shall not be liable in respect of the non-performance of any of its obligations to the extent such performance is prevented by any circumstances beyond its reasonable control, including, but not limited to, acts of God, war, civil war, insurrection, fire, flood, labor disputes, epidemics, pandemic, cyber-attack, act of terrorism, governmental regulations and/or similar acts, embargoes, export control sanctions or restrictions, Philips' unavailability regarding any required permits, licenses and/or authorizations, default or force majeure of suppliers or subcontractors.
- 17.2 If force majeure prevents Philips from fulfilling any order from Customer or otherwise performing any obligation arising out of the sale, Philips shall not be liable to Customer for any compensation, reimbursement, or damages.
18. **Miscellaneous.**
- 18.1 Any newly manufactured Product provided may contain selected remanufactured parts equivalent to new in terms of performance.
- 18.2 If Customer becomes insolvent, unable to pay its debts as they fall due, files for bankruptcy or is subject to it, has appointed a recipient, is subject to a late fee on payments (temporary or permanent), or has its assets assigned or frozen, Philips may cancel any unfulfilled obligations or suspend its performance; provided that, however, Customer's financial obligations to Philips shall remain in full force and effect.
- 18.3 If any provision of these Conditions of Sale is found to be unlawful, unenforceable, or invalid, in whole or in part, the validity and enforceability of the remaining provisions shall remain in full force and effect. In lieu of any provision deemed to be unlawful, unenforceable, or invalid, in whole or in part, a provision reflecting the original intent of these Conditions of Sale, to the extent permitted by the applicable law, shall be deemed to be a substitute for that provision.
- 18.4 Notices or other communications shall be given in writing and shall be deemed effective if they are delivered in person or if they are sent by courier or mail to the relevant party.
- 18.5 The failure by Customer or Philips at any time to require compliance with any obligation shall not affect the right to require its enforcement at any time thereafter.
- 18.6 Philips may assign or novate its rights and obligations in whole or in part, to any of its affiliates or may assign any of its accounts receivable to any party without Customer's consent. Customer agrees to execute any documents that may be necessary to complete Philips' assignment or novation. Customer shall not, without the prior written consent of Philips, transfer or assign any of its rights or obligations.



PHILIPS

- 18.7** Customer's obligations do not depend on any other obligations it may have under any other agreement or arrangement with Philips. Customer shall not exercise any offset right in the Quotation or sale in relation to any other agreement or arrangement with Philips.
- 18.8** These Conditions of Sale shall be governed by the laws of the country or state wherein the Philips legal entity identified in the Quotation is situated, and the parties submit to the exclusive jurisdiction of the courts of that country or state, provided that Philips will be entitled to start legal proceedings against Customer in any other court of competent jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act (UCITA), in any form, is expressly excluded.
- 18.9** Customer will report immediately to Philips any event of which Customer becomes aware that suggests that any Products provided by Philips, for any reason:
- 18.9.1** may have caused or contributed to a death or serious injury, or
- 18.9.2** have malfunctioned where such malfunctions would likely cause or contribute to a death or serious injury if the malfunction were to occur again. Additionally, Customer will also report to Philips complaints it receives from its personnel and patients or any other person regarding the identity, quality, performance, reliability, safety, effectiveness, labels, or instructions for use of the Products provided by Philips. Philips shall be solely responsible for submitting any filings or reports to any governmental authorities with respect to the Products provided by Philips hereunder, unless otherwise required by law.
- 18.10** To the extent applicable in Customer's country or state, Philips and Customer shall comply with the Omnibus Reconciliation Act of 1980 (P.L. 96-499) and its implementing regulations (42 CFR, Part 420). Philips agrees that until the expiration of four (4) years after furnishing Products pursuant to these Conditions of Sale, Philips shall make available, upon written request of the Secretary of the Department of Health and Human Services, or upon request of the Comptroller General, or any of their duly authorized representatives, these Conditions of Sale and the books, documents, and records of Philips that are necessary to verify the nature and extent of the costs charged to Customer hereunder. Philips further agrees that if Philips carries out any of the duties of these Conditions of Sale through a subcontract with a value or cost of ten-thousand U.S. dollars (\$10,000.00) or more over a twelve (12) month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such Products pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary, or upon request to the Comptroller General, or any of their duly authorized representatives the subcontract, and books and documents and records of such organization that are necessary to verify the nature and extent of such costs. This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v) (1) (1) of the Social Security Act (42 U.S.C. 1395x (v) (1) (I) (1989)), as amended from time to time to these Conditions of Sale. If Section 1861(v) (1) (1) should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.
- 18.11** As of the date of the sale of this Product, Philips represents and warrants that Philips, and its employees and subcontractors, are not debarred, excluded, suspended, or otherwise ineligible to participate in a federal or state health care program, nor have they been convicted of any health care related crime for Products provided under these Conditions of Sale (an "Excluded Provider"). Philips shall promptly notify Customer if it becomes aware that Philips or any of its employees or subcontractors providing Products hereunder have become an Excluded Provider under a federal or state healthcare program, whereupon Customer shall provide Philips with a reasonable opportunity to discuss and attempt to resolve in good faith with Customer any Customer related concerns in relation thereto, and/or will give Philips a reasonable opportunity to dispute its, or its employee's or subcontractor's, designation as an Excluded Provider. In the event that the parties are unable to resolve any such Customer concerns of the applicable party's designation as an Excluded Provider, then Customer may terminate this order by express written notice for Products not yet shipped prior to a date of exclusion.
- 18.12** To the extent applicable in Customer's country or state, 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.
- 18.13** To the extent applicable, Customer acknowledges it shall comply with all Medicare, Medicaid, or state cost reporting requirements, including discounts afforded to Customer under these Conditions of Sale for any Products purchased hereunder.
- 18.14** Entire Agreement. These Conditions of Sale, the terms and conditions set forth in the Quotation and the applicable Philips' product-specific warranty 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.
- 19. Product-Specific Terms.**
- 19.1** The Product-specific schedules are incorporated herein as they apply to the Products listed in the Quotation and their additional terms shall apply solely to the Products specified therein. If any terms set forth in the Product-specific schedules conflict with terms expressly set forth in these Conditions of Sale, the terms expressly set forth in the Product-specific schedule shall govern in such instance.



Schedule 1-C
Philips OneSpace Insights (Rev 25.1)

Product Category	Products
OneSpace Insights	The Level 0 Basic/ Premium and Level 1 Premium Enterprise Optimization Services

1. **License Service Performance and Inventory Dashboard and Reporting (Level 0)**
 - 1.1 Philips aims to provide Customer with service performance and Product operation and inventory data for Products covered hereunder ("Service Performance and Inventory Dashboard and Reporting"). The Service Performance and Inventory Dashboard and Reporting show the overall performance information for Covered Product. "Covered Product" is defined as Products with a warranty cover or service contract where data (e.g., logfiles) is generated and can be sent to other sources (e.g., ServiceMax) through Philips Remote Services (PRS).
 - 1.2 The Service Performance and Inventory Dashboards and Reporting are made available to Customer via an access license for the Term, as defined in the Quotation. Customer receives five (5) user licenses per site for accessing the Dashboard as part of the standard Dashboard access subscription. Additional user licenses beyond the initial five (5) user per site may be separately acquired by Customer from Philips, at the then-prevailing rates and under the provisions specified by Philips. Philips may immediately, without notice being required, suspend additional users from accessing the Dashboard, in case Customer fails to timely pay for the additional user licenses within the agreed time frames. Philips may, in its sole discretion, make changes or cancel any access to the Dashboard or features associated with it based on the terms and conditions of the Agreement. In order to be eligible to use OneSpace Insights, Customer must have post-warranty maintenance and support coverage or in-warranty service coverage for the devices with which they are being used.
2. **License Philips OneSpace Insights (Level 1/ Premium)**
 - 2.1 To the extent opted for in the Quotation, Philips provides Customer with Philips OneSpace Insights, in addition to the Service Performance and Inventory Dashboard and Reporting. The Philips OneSpace Insights license, as specified herein, is licensed on a per-Site basis and contains operation (being utilization, cybersecurity status, dose management and assessment) data for equipment. For the purpose of this Exhibit, "Site" means each physical location of Customer where equipment is located. In order to be eligible to use OneSpace Insights, Customer must have post-warranty maintenance and support coverage or in-warranty service coverage for the devices with which they are being used.
3. **Acceptance**
 - 3.1 For Dashboard - Customer receives an e-mail notification from Philips that the Dashboards have been enabled to the specific users. Receipt of such e-mail will deem the Dashboard to have been accepted.



Schedule 2
Ultrasound Systems Portfolio (UL) (Rev 25.1)

Product Category	Products
Ultrasound Systems (UL)	Cardiovascular Ultrasound (CV UL)
	General Imaging Ultrasound Systems (GI UL)
	Women's Health Care (WHC UL)
	Point of Care (POC UL)
	Ultrasound Workspace (UW UL)

1. **Payment Terms.**
 - 1.1 Unless otherwise specified in the Quotation, Philips will invoice Customer and Customer will pay such invoice on receipt for each Product as follows:
 - 1.1.1 100% of the purchase price shall be due thirty (30) days from Philips' invoice date.
 - 1.2 Support Services, if any, shall be invoiced and paid as set forth on the Quotation.
 - 1.3 Payment terms are subject to credit approval.
2. **Additional Terms Related to sales of Ultrasound Products.**
 - 2.1 The ultrasound system's memory (hard drive, solid state memory, etc.) should not be used as a data repository or central archive to store images and reports. This has led to Customer's losing data in the past. In no event shall Philips be liable for loss of data on an ultrasound equipment. It is the responsibility of Customer to make daily back-up copies of data residing on this equipment. This can be performed by sending images and reports generated by the use of the ultrasound equipment to a Picture Archive and Communication System (PACS) or via another medium that is automated for back-up retrieval. Costs associated with data restoration from a backing-up images and reports to a non-automated source is Customer's entire responsibility and at Customer's sole risk. Data retrieval and restoration from these methods may be time consuming and a non-automated system process may result in further data loss by itself and is not recommended by Philips.
3. **Prior Validation of Operating System (OS) Updates and/or Upgrades.**
 - 3.1 Patches introduced by operating system Original Equipment Manufacturers (OEM) or upgrades to anti-virus software can impact the performance and functionality of the applications that run on them and affect patient safety. Philips shall perform validation testing of certain Microsoft operating systems and McAfee anti-virus software during the warranty period. Philips shall have no obligation to validate any other third-party operating system or anti-virus software. Customer shall not install or use:
 - 3.1.1 operating system patches, updates or upgrades.
 - 3.1.2 anti-virus updates (except to the DAT files, i.e., virus definitions); or,
 - 3.1.3 upgrades to anti-virus search engines, collectively (a) and (b) prior to validation testing and approval by Philips ("Unauthorized Updates").
 - 3.2 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.
4. **Lumify.**
 - 4.1 If Customer's purchase includes a Lumify Ultrasound Solution or Bundle, then the following terms apply in addition to the Conditions of Sale:
 - 4.1.1 Compatible Smart Devices.
 - 4.1.1.1 Use of the Lumify Ultrasound Solution or Bundle for Android requires the following components: A Philips Lumify transducer and cable, a compatible smart device, and the Lumify Software Application (SW App). The compatible smart device is an off-the-shelf consumer tablet or phone meeting Lumify compatibility specification. Philips may change the published compatible device list from time-to-time.
 - 4.1.1.2 Use of the Lumify Ultrasound Solution or Bundle for iOS requires the following components: A Philips Lumify transducer, the Lumify Software Application (SW App), and the Lumify Power Module (LPM), Rigid. Connector (to be used with Philips provided custom Thule case), flexible cable, mounting plate (to be used without the Philips provided custom Thule case), and a charging cable.
 - 4.1.1.3 Philips does not provide any maintenance or repair services for Customer's smart devices. Philips does not provide anti-virus software for Customer's smart device; Customer is responsible for purchasing anti-virus software or apps and for managing all virus issues in connection with Customer's smart devices. The Lumify Ultrasound Solution does not include any security software for Customer's smart devices. Customer is responsible for managing and maintaining firewalls or other appropriate security and privacy measures for data residing on Customer's smart devices.
 - 4.1.2 If Customer selected the Lumify: Outright Purchase, the following terms apply:
 - 4.1.2.1 Customer will purchase at their own expense a smart device from the approved list published on the Lumify website, and Customer will install the Lumify SW App from the commercial play store on the smart device.
 - 4.1.2.2 Customer acknowledges that the purchase of a Lumify Ultrasound Solution does not include the required smart device.
 - 4.1.3 If Customer selected the Lumify System Bundle option, Customer's shipment will include a compatible Android device with the Lumify app pre-installed and the following terms apply:
 - 4.1.3.1 Customer authorizes Philips to accept on their behalf the applicable end user license agreement, which can be found at:
 - 4.1.3.1.1 for Samsung devices: http://www.samsung.com/us/common/software_eula.html, and
 - 4.1.3.1.2 for other devices: a link will be provided upon request.
 - 4.1.3.2 Customer authorizes Philips to perform basic setup steps and install Lumify SW on the tablet.
 - 4.1.3.3 Customer agrees to the limited replacement-only warranty coverage for the smart device as identified in the warranty agreement.
 - 4.1.3.4 After the warranty period for the tablet, Philips shall not be responsible for the performance or functionality of the Lumify application following any customer installation of OEM operating system patches, updates or upgrades to the tablet.
 - 4.2 License to Lumify SW App. The license granted to use the Lumify SW App is limited to use with the Lumify transducer on one or more computers or smart devices that are listed on the approved hardware list published on the Lumify website. The Lumify SW App is available via the Google Play Store and the Apple App Store. When downloaded, the Lumify SW App is in demonstration mode, but it will be fully enabled if Customer purchases and register the transducer with Philips.



PHILIPS

- 4.3 Internet connectivity is not required to use the Lumify Ultrasound Solution but is required to download the Lumify SW App and to register each unique configuration including the smart device, OS updates to the smart device, Lumify App SW versions, and Lumify transducer).
- 4.4 As part of the Lumify Ultrasound Solution, Philips periodically collects system log information; Customer agrees to such collection when Customer purchases a Lumify Ultrasound Solution. See the Privacy Notice for more details.

5. Xtend Coverage.

- 5.1 Services Provided. If applicable, the Xtend Coverage (the "Coverage") on the systems listed in the Quotation (the "Covered Systems") are offered by Philips North America LLC ("Philips") under the Xtend Coverage terms and conditions described below or otherwise confirmed by Philips in writing. It is a service bundle offer that includes RightFit Value Limited service and Technology Maximizer Essential Service.
 - 5.1.1 Repair Service. Commencing on the effective date and subject to the repair limitation below, Philips or Philips' subcontractors will provide repair services for Covered Systems for material defects. Philips will provide all replacement parts, which may be refurbished, and labor necessary to repair Covered Systems. All components used are subject to Philips' inspection and quality control procedures and shall be warranted to the same extent that a non-refurbished component is warranted. Parts removed for replacement become the property of Philips and Philips shall remove parts from Customer's Site. Philips may increase its contract prices if a Covered System is upgraded or reconfigured.
 - 5.1.2 Planned Maintenance Service. Philips will provide Customer a planned maintenance schedule for each Covered System. Philips will provide such planned maintenance during the Service Coverage hours (as defined in the Quotation) at a time that is mutually agreed upon. Customer will make Covered.
 - 5.1.3 Systems available in accordance with this schedule. Philips or its subcontractors will provide planned maintenance on each Covered System at scheduled intervals. If Philips cannot locate a Covered System, or a Covered System was not made available for planned maintenance when scheduled, Philips will notify Customer that Customer has ninety (90) days to make available such Covered System for planned maintenance, otherwise customer waives right to service, and Philips may delete such Covered System from the list of Covered Systems in the Quotation, If Philips Technology Maximizer Essential service purchased under this Agreement as part of Xtend coverage and the requirements of the Agreement are satisfied, then Philips will upgrade the Equipment as is outlined in Technology Maximizer Essential Service section.
- 5.2 Exclusions. Unless specifically included in the Quotation, the Coverage does not include:
 - 5.2.1 servicing a Covered System if contaminated with blood or other potentially infectious substances;
 - 5.2.2 any service necessary due to: a design, specification or instruction provided by Customer or Customer representative;
 - 5.2.3 the failure of anyone to comply with Philips' written instructions or recommendations;
 - 5.2.4 any combining of a Covered System with other manufacturers product or software other than those recommended by Philips, except for products delivered by Philips and sold under the applicable Quotation;
 - 5.2.5 any alteration or improper storage, handling, use or maintenance of a Covered System by anyone other than Philips' subcontractor or Philips;
 - 5.2.6 damage caused by an external source, regardless of nature, unless caused by Philips or Philips' subcontractor;
 - 5.2.7 any removal or relocation of a Covered System;
 - 5.2.8 neglect or misuse of a Covered System;
 - 5.2.9 any cost of materials, supplies, parts, or labor supplied by any party other than Philips or Philips' subcontractors;
 - 5.2.10 any rigging or structural alteration incident to the Services;
 - 5.2.11 consumable items and supplies (such as biomedical laser tubes and patient used pads), cryogenics, Positron Emission Tomography (PET) calibration sources, film, batteries, cassettes;
 - 5.2.12 cosmetic repairs;
 - 5.2.13 the cost of factory reconditioning, rebuilds, or overhauls if repairs cannot maintain a Covered System in satisfactory operating condition;
 - 5.2.14 disposing hazardous, infectious, or biomedical waste or materials;
 - 5.2.15 providing service to any Covered System under a current service agreement between Customer and another vendor until such agreements expire or are terminated by Customer. Philips is not liable for any cancellation penalty or cost associated with Customer's termination of any such agreement.
 - 5.2.16 unless otherwise specified in the Quotation, maintaining or repairing Philips and/or third-party products including but not limited to nuclear camera detector crystals, Computed Tomography (CT) Tubes and radiation therapy tubes, x-ray tubes, flat panel detectors, image intensifiers magnet replacement, magnet refrigeration system (coldhead, compressor, chillers), Magnetic Resonance (MR) radio frequency (RF) rooms, surface coils HVAC systems, power conditioners, uninterruptible power supplies, ultrasound transducers (probes) (accessory or attach), TEE probes, TV camera pick-up tubes, photo multiplier tubes, accelerator center beam lines, piped medical gases (up to the wall outlets), copier drums, electron guns, fiber optic bundles, foot/hand controls (switches, accessory, or attachment), klystrons and thyratrons, magnetrons, plumbicons, waveguides, and attachments; and
 - 5.2.17 unless otherwise specified in the Quotation: arthroscopy instruments, blood pressure cuffs (accessory or attachment), centrifuge motor brushes, electronic thermometer probes, electrosurgical instruments (pencils & pads), general or surgical instruments, laboratory glass, laser tubes, phaco hand pieces (cataract extraction units, accessory or attachment), non-electrical surgical equipment, rigid & semi-rigid scopes.
- 5.3 Customer Responsibilities. During the term of the Coverage, Customer will:
 - 5.3.1 ensure that the Site is maintained in a clean and sanitary condition; and that each Covered System, product or part is decontaminated prior to service, shipping or trade-in as per the instructions in the User manual;
 - 5.3.2 dispose of hazardous or biological waste generated;
 - 5.3.3 maintain operating environment within Philips' specifications for the Site (including temperature and humidity control, incoming power quality, incoming water quality, and fire protection system);
 - 5.3.4 use Covered Systems in accordance with the published manufacturer's operating instructions;
 - 5.3.5 If applicable, attend a start-up meeting at Customer's facility, prior to the effective date of the Coverage, so Philips can explain the Coverage to Customer's management and selected staff;
 - 5.3.6 provide a secure dedicated space within Customer's main facility and at each additional facility or location as necessary for the resident Philips staff;
 - 5.3.7 provide Philips with broadband internet or Wi-Fi access for business purposes;
 - 5.3.8 for any non-Philips system, provide Philips with the Covered System's service manuals;
 - 5.3.9 maintain all software licenses applicable to each Covered System;
 - 5.3.10 for Philips use in remote servicing of Covered Systems, provide Philips a secure location for hardware to connect Covered Systems to Philips Remote Service Network ("RSN");
 - 5.3.11 the RSN hardware remains Philips' property and is only provided during the term of the Coverage;
 - 5.3.12 provide Philips and its vendors full and free access to the RSN hardware to enable Philips to remotely access the:



- 5.3.12.1 Covered System or non-Philips System;
 - 5.3.12.2 provide Philips at each Site, at all times during the term of the Coverage, a dedicated broadband Internet access node, including public and private interface access, suitable to establish a successful connection to the Covered Systems at the Site through the RSN and Customer network; and,
 - 5.3.12.3 If the Covered System cannot be connected to the RSN and Customer fails to provide Philips with reasonably requested access, then Customer waives its rights to Coverage on such Covered System and any uptime guarantee.
 - 5.4 System Availability. If Customer schedules service and a Covered System is not available at the agreed upon time, then Philips may cancel the service or charge Customer at the prevailing demand service rates for all time spent by Philips' service personnel waiting for access to a Covered System.
 - 5.5 Coverage. To the extent a repair Issue cannot be remedied remotely, Philips will provide services on-site during the hours listed in the Quotation, excluding Philips observed holidays, unless otherwise set forth in attachments or exhibits ('Service Coverage'). Customer may request service outside of the Service Coverage or service that is not otherwise included in this Agreement and, subject to the availability of personnel and repair parts, Philips will provide such service at Philips' then-current preferred rates and for material and labor. Customer will be charged a minimum of three hours on-site time plus applicable travel charges and expenses per service visit.
 - 5.6 Documentation. Upon Customer's written request, Philips will provide repair and planned maintenance records for each Covered System.
 - 5.7 Term and Termination. The term of this Agreement shall be set forth in the Quotation and incorporated herein.
 - 5.8 This Agreement is non-cancelable and will remain in effect for the term specified in the Quotation.
 - 5.9 Warranty Disclaimer. Philips' full contractual Coverage obligations to Customer are described in this Schedule. Philips provides no additional warranties under this Agreement. All service and parts to support the Coverage under this Schedule are provided AS IS. NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLIES TO ANYTHING PROVIDED BY PHILIPS' SUBCONTRACTOR OR PHILIPS.
 - 5.10 Independent Contractor. Philips is Customer's independent contractor, not Customer's employee, agent, joint venture, or partner. Philips' employees and Philips subcontractors are under Philips' exclusive direction and control. Philips has no liability or responsibility for and does not warrant customer's or customer's employees' act or omissions related to any services that are performed by customer's employees under this agreement.
 - 5.11 Subcontracts. Philips may subcontract to service contractors of Philips' choice any of Philips' Coverage obligations to Customer or other activities performed by Philips under this Quotation. No such subcontract will release Philips from those obligations to Customer.
 - 5.12 Rules and Regulations. To the extent made known in writing to Philips, Philips and its subcontractors will comply with Customer's rules and regulations provided such rules and regulations do not conflict with established Philips policies.
 - 5.13 Solicitation of Philips Employees. For the duration of the Coverage and for one year following the expiration or termination of the Coverage, Customer and its affiliates will not directly or indirectly solicit any employee of Philips or its affiliates engaged in providing the services.
- 6. Philips Technology Maximizer Service Package.
 - 6.1 Services.

If Philips Technology Maximizer ("Technology Maximizer") is purchased under this Agreement for a specific piece of Equipment identified by its serial number, and the requirements of the Agreement are satisfied, then Philips will make available upgrade(s) for the Equipment during term of agreement as outlined below and according to the Technology Maximizer version listed on the Quotation. Technology Maximizer is available in the following versions, subject to modality and market variations:

 - 6.1.1 Technology Maximizer Essential. Maintain Equipment at latest configuration as follows:
 - 6.1.1.1 Major release upgrades to the core system Licensed Software which is designed to run the system's hardware and essential application programs ("Core System Software");
 - 6.1.1.2 Third party operating system (OS) updates;
 - 6.1.1.3 Any available safety and security updates which are included in a major release;
 - 6.1.1.4 If operational workflows are modified in the latest upgrade, Philips will provide clinical training for new or enhanced functionality of that upgrade; and
 - 6.1.1.5 Hardware replacement to support software upgrades is not included unless specifically included in the Quotation.
 - 6.2 Terms and Condition of Technology Maximizer.
 - 6.2.1 Technology Maximizer does not include basic Equipment preventive maintenance which is purchased separately.
 - 6.2.2 Licensing. All Philips Licensed Software upgrades are subject to the Licensed Software terms and conditions agreed to at purchase of the Equipment or Licensed Software sale (as applicable), including but not limited to usage and license limitations.
 - 6.2.3 Software Warranty. All Philips Licensed Software upgrades issued under this Agreement are subject to the warranty terms and conditions agreed to at purchase of the Equipment or Licensed Software sale (as applicable) for a warranty period of 90 days.
 - 6.2.4 Upgrade preconditions. All upgrades and new software features and/or applications may be delivered, if and when:
 - 6.2.4.1 made commercially available by Philips after the Start Date and before the End Date specified in the Quotation;
 - 6.2.4.2 supported by the Equipment hardware and configuration; and
 - 6.2.4.3 intended for use in the "clinical domain" identified in the Quotation or otherwise as explicitly specified in the Quotation.
 - 6.2.5 Term of Technology Maximizer. If purchased with the sale of Equipment Technology Maximizer service coverage begins one day following the first year of the warranty period or as specified on Quotation. Technology Maximizer purchased after sale of Equipment shall begin on the Start Date listed on the Quotation.
 - 6.2.6 Upgrade Delivery Process. Philips will notify Customer of an upgrade that is included in Customer's Technology Maximizer entitlement. Customer must provide written notice (email acceptance is sufficient) of intent to receive the upgrade within the term of the Technology Maximizer Agreement. If Customer does not provide written notice of intent to receive the upgrade within term of the Technology Maximizer Agreement, then Philips is under no obligation to provide such upgrade. If the Technology Maximizer Agreement term expires after Customer has provided written notice to receive the upgrade, but before it is delivered, then Customer is entitled to receive it within year following such expiration and must schedule the installation within this one-year period.
 - 6.2.7 Upgrade Limitations. The upgrades provided under Technology Maximizer:
 - 6.2.7.1 are available only for the designated Equipment specified on the Quotation;
 - 6.2.7.2 may not be sold, transferred, or assigned to any third party; and
 - 6.2.7.3 are subject to the terms and conditions of the Agreement and any licensing terms and conditions included in the purchase of the Equipment from Philips.
 - 6.2.7.4 Parts removed for the purpose of an upgrade become the property of Philips on an exchange basis as defined in the Agreement.
 - 6.2.8 Availability limitation. In case Customer refuses the installation of an upgrade, or in case no upgrade is provided by Philips (for any reason, e.g., not made available commercially) during the Term of the Technology Maximizer entitlement, no credit for any already paid amounts is carried forward or eligible for refund. Philips makes no representations in number of Core System Software, OS, ancillary or other Licensed Software



upgrades or enhancements that shall be made available to Customer during the term of this Agreement. The release of all third-party software publishers' upgrades are at the sole discretion of the software publisher and only to the extent made available to Philips. All such third-party software is subject to prior validation by Philips for use with the Equipment. Philips validation of third-party software includes without limitation screening for safety issues, processing delays, or image distortion. Any upgrades/updates or enhancements to the Philips application software is subject to regulatory clearance and commercial availability, solely at Philips' discretion.

6.2.9 Termination. If the Agreement is terminated due to the fault of Customer or Customer defaults under the Agreement after any upgrades under this Technology Maximizer have been provided by Philips, then Customer shall pay Philips the list price of the so provided upgrades within thirty (30) days of such termination or default. No paid amount is eligible for refund.

6.3 Clinical Education Training.

6.3.1 Training Coverage. Philips will provide the clinical education and product applications training ("Training") that customer has selected from the Philips' course catalog(s) (Course Catalog(s)).

6.3.2 Exclusions. Training does not include (a) maintenance or diagnostic related technical training or (b) clinical applications training on hardware or software not installed or provided by Philips.

6.3.3 Scheduling. Training must be scheduled at least eight (8) weeks in advance except for on-line training. Changes to scheduled Training must be received in writing by Philips at least two (2) weeks prior to scheduled delivery.

6.3.4 Attendance. Philips will train the number of Customer employees (Trainee(s)) for the course specified in the Quotation, when space is available. Trainee(s) must meet the minimum admission requirements set forth in the course syllabus, must satisfy all prerequisites prior to admission, and may be required to sign or acknowledge Philips safety checklist prior to receiving Training.

6.3.5 Course Location. Training may be conducted at Philips' training facilities, Customer location(s) described in this Agreement (Customer Site(s)), through on-line or remote training, or at a third-party location determined by Philips.

6.3.6 Payment Options.

6.3.6.1 Flexible Spending Accounts. If Customer purchased Flexible Spending Account option, the initial account balance is specified in the Quotation. The account balance is reduced by the list price for the specified course per attendee. When the balance is depleted, Customer may add funds to their account. If the account balance is negative, then Customer shall promptly pay Philips the balance due. Account balances will not carry over from year to year. Any remaining account balance at the end of the year will not be refunded.

6.3.6.2 Direct Course Purchase. Customer may purchase individual courses at then current prices.

6.3.6.3 Travel. Philips' travel expenses for all Training delivered at Customer Site are included in the price described in the applicable Course Catalog(s). Unless otherwise indicated in the Course Catalog(s), all travel and living expenses incurred by the Trainee(s) are Customer's responsibility.

6.3.6.4 Warranty Disclaimer. PHILIPS MAKES NO WARRANTY THAT ANY TRAINEE WILL PASS ALL OR ANY PORTION OF THE TRAINING COURSES PROVIDED OR THAT THE TRAINING WILL RESULT IN ANY TRAINEE BEING QUALIFIED OR ABLE TO OPERATE THE SYSTEM.



Schedule 2-A
Collaboration Live or Reacts (Rev 25.1)

Product Category	Products
Ultrasound	Collaboration Live and/or Reacts

The following schedule 2-A shall apply to Collaboration Live and/or Reacts offered in connection with the purchase of an Ultrasound System. If your purchase includes a license to Collaboration Live or the Reacts Platform (the "Software Services"), then the following terms apply in addition to the Conditions of Sale:

1. **Definitions.**
 - 1.1 "Account" means a Reacts User Account. A Reacts User Account includes the Account Information.
 - 1.2 "Account Information" means the personal information related to a specific User, the User Content, the Account settings, as well as the Usage Information residing on the Reacts Platform.
 - 1.3 "Administrator" means a Philips support agent (the "Philips Administrator") or a Customer Account holder (the "Customer Administrator") that has been granted certain administrative permission(s), such as but not limited to the management of:
 - 1.3.1 Accounts, and
 - 1.3.2 Subscriptions.
 - 1.4 "Subscription" means an access purchased by Customer to the Software Services.
 - 1.5 "Usage Information" means the information associated with the Software Services.
 - 1.6 "User" means an individual accessing any of the Software Services.
 - 1.7 "User Content" means any data provided by the User or shared with the User contained in the User's Reacts Library or secure messaging including text, photos, videos, graphics, items, or other materials, all of which will be subject, as applicable, to the Philips Privacy Notice.
2. **Customer Responsibilities.**
 - 2.1 Customer is responsible for its own and each of its User's acts and omissions, including compliance with the end-User License Agreement ("EULA") currently available online at <https://reacts.com/legal/terms>, use of the Software Services, and ensuring adequate security to prevent unauthorized access to Accounts, User Content, and any confidential information including protecting any client devices such as tablets and laptops with anti-virus and appropriate cyber security.
 - 2.2 Customer will obtain and retain all necessary consents, including from patients, before using or granting access to the Software Services for medical purposes, and processing personal information for the purposes of providing the Software Services.
 - 2.3 Customer will ensure that the Users use the Software Services in accordance with all applicable laws and comply with all requirements related to the use of personal health information, including medical data. Customer will ensure that the Software Services are not used by patients.
 - 2.4 Customer will obtain the consent of its Users to grant Philips access to the Usage Information.
 - 2.5 Customer will obtain and maintain all required authorizations, permit(s) and/or register with their local agencies, as necessary, to use the Software Services.
 - 2.6 Customer will follow the Collaboration Live Pre-Implementation IT Checklist, which Philips will provide to Customer.
3. **Access to the Software Services.**
 - 3.1 Customer acknowledges that before using the Software Services, each of its User must agree to the EULA. Philips makes such terms available to be agreed upon by each User through a click-wrap process enabled at the time such User creates their account information.
 - 3.2 Customer acknowledges that the Software Services are administered by Philips or its affiliate(s) in Canada and that Personal Data may be processed by Philips and/or its affiliate(s) in Canada. Customer is responsible for its own, and its Users, compliance with any local laws, including those laws that permit the processing of Personal Data in Canada.
 - 3.3 Customer acknowledges that Philips does not need any medical data to operate any of its Software Services.
 - 3.4 Customer will designate individual(s) to serve as Customer Administrator(s) and alternate(s), who will serve as Philips' primary support contacts. Customer Administrator(s) shall manage all Accounts. Philips Administrator(s) can act on behalf of Customer to administrate the Services.
 - 3.5 Software Services may be interrupted for maintenance, upgrades, or as a result of telecommunication failures or other reasons that are beyond Philips' control. Accordingly, Philips does not warrant the Software Services to be uninterrupted or error-free and will have no liability for any disruptions or downtime. Therefore, the primary on-site patient care provider performing the ultrasound procedure must be sufficiently qualified independent of the Software Services to perform an ordered patient procedure.
 - 3.6 Philips may modify the Software Services, or any portion thereof. You agree that Philips shall not be liable to you or anyone else if Philips does so.
 - 3.7 Abusive or excessive usage of the Software Services may result in the temporary or permanent suspension of your and/or any User's access to the Software Services and/or termination of applicable Subscriptions. Philips, in its reasonable discretion, will determine what constitutes abusive or excessive usage of its Software Services.
 - 3.8 The access to the Software Services starts when the Subscriptions are created, not when they are assigned.
 - 3.9 The ability to access the Software Services may require payment of third-party fees, such as telephone toll charges, mobile carrier fees, ISP, data plan, etc. Philips and its Affiliates have no connection to or responsibility for such fees.
4. **Further use of System Data.**
 - 4.1 Customer agrees that Philips may use aggregated data to analyze the performance of its Services. Only when strictly necessary, Philips may use the following Personal Data, IP address and User ID, to ensure that the Services are functioning as intended, and are maintained to ensure the appropriate security controls are in place and to meet Philips' regulatory and legal obligations.
5. **Retention of the Account Information and User Content.**
 - 5.1 Philips will retain and grant Customer or other persons access to Account Information and User Content only to fulfil its obligations under this Agreement or as required or permitted by applicable laws. Once deleted by Philips, Customer, or the Users, Account Information and User Content cannot be restored.



Schedule 2-B
FetView Product (Rev 24)

Product Category	Products
Ultrasound	FetView

In addition to the Conditions of Sale, the following terms, and conditions in this Schedule 2 - B, apply. In the event terms set forth herein conflict with terms expressly set forth in the base agreement, the terms set forth in this Schedule shall govern in such instance.

The Product is an online application available to Customers under a one-time subscription service model.

1. Requirements for use.

- 1.1 The analysis of the examination and the communication with Product take place via the Internet browser with 256-bit encryption (HTTPS). Product can be connected to an ultrasound system with network connection and DICOM TLS interface, which shall be provided by Customer. In case the TLS connection is not available on the ultrasound system, a VPN router is required and needs to be provided by Customer.
- 1.2 Product is not for use with a mobile client device nor with products other than the ultrasound system set forth in the Documentation. Below are the minimum technical requirements for permissible client devices:
 - 1.2.1 Minimal Client Side Hardware Requirements;
 - Operating system: MacOS, Windows, Linux, or any operating system that can support browsers (see below).
 - Processor: Intel Core i5 or better.
 - RAM: 4 GB or higher.
 - 1.2.2 Supported Browsers:
 - Google Chrome 67 or higher.
 - Mozilla Firefox 60 or higher.

2. Subject matter.

- 2.1 The subject matter comprises the use of Product under a subscription service model, which includes the provision of associated storage space, subject to Section 9.3 below, as a cloud-based software service.
- 2.2 Subject to payment and appropriate use of the Product in accordance with the Agreement, Philips grants Customer access to Product for transmission and storage of patient data and ultrasound images. Product is made available to Customer online over a secure Internet connection (HTTPS) during the Subscription Period (as defined below).
- 2.3 Philips grants Customer the technical possibility and authorization to access Product, which is hosted on a central server, over the Internet and to use the functionality of Product in accordance with the terms and scope of this Agreement. Customer is not granted any additional rights to Product.
- 2.4 Customer shall use Product only for its intended purpose(s) as described in the documentation provided by Philips in Product relating to the operation and functions of Product, as may be updated from time to time by Philips (hereinafter referred to as "Documentation"). Any use of Product by a third party (except as set forth in Section 7.3 of this Schedule) other than Customer is prohibited. Customer is authorized to set up separate patient accounts for Customer's patients for the use of images or documents released by Customer in Product. Patients are authorized to use Product via the personal patient accounts set up by Customer. Any delays arising from such patient and Customer interactions are solely the responsibility of Customer.
- 2.5 The actual connection to the Internet is not part of this Agreement.
- 2.6 Customer is aware that the maximum transfer rate may be limited by Customer's existing Internet connection and that the use of the Internet may cause additional costs not related to Philips.
- 2.7 Product cannot be used and/or considered as a permanent archiving system.

3. Term, Termination and Acceptance.

- 3.1 The duration of any Agreement subscription period shall be set forth in the Quotation, but shall not be less than twelve (12) months (the "Subscription Period"). The start date of the Subscription Period will be communicated by Philips to Customer after order confirmation. Acceptance occurs upon Customer's receipt of the log-in link for Product.

4. Effect of Expiration or Termination of the Agreement.

- 4.1 After termination of the Agreement:
 - 4.1.1 Philips shall not be obliged to continue to keep data (retrieve or add) in connection with the Product which Customer has saved on Philips' servers in accordance with the terms of the Agreement. This shall also apply to data which Customer has released for a patient account.
 - 4.1.2 Regardless of the reason, the parties shall be obliged to conclude the contractual relationship in a proper manner. For this purpose, Philips agrees to allow Customer, after termination or expiration of the Agreement, a reasonable period to transfer or delete any data saved in Product from Customer's account, but in no event more than thirty (30) days from the date of termination or expiration. Once this deadline has expired, Philips shall be entitled to permanently delete all data held in Customer's account.
 - 4.1.3 Customer's data, which must be retained by Philips for legal purposes, shall be locked. This data shall no longer be available for further use. Other than the foregoing, all personal data shall be deleted, provided Customer has not explicitly agreed to processing and use of the data.
 - 4.1.4 Except as otherwise specified in 4.1.2, Customer shall immediately cease using Product and permanently delete all documents and other software documentation in Customer's possession relating to Product and Philips' services under this Agreement.

5. Costs.

- 5.1 Unless otherwise agreed, the subscription fee for Product is specified on the Quotation (hereinafter the "Subscription Fee") and shall be invoiced in advance, at the beginning of the Subscription Period (as defined in Section 3 above and always subject to earlier termination as set in the Conditions of Sale). The Subscription Fee includes the maintenance of Product during the Subscription Period as specified in this Schedule 2 - B. The Subscription Fee is calculated based on the number of single user accounts and the number of connected ultrasound systems.
- 5.2 Unless otherwise agreed, the invoice amounts will become due for payment, without deduction, from date of invoice.
- 5.3 Customer may have Customer's single user account(s) deleted or deactivated at any time by written request, during the term of the Agreement. However, there shall be no refund of pro-rata fees for non-use or deactivation of single user account(s) during the term of the Agreement. In particular, neither the deletion, deactivation of single user accounts, nor a reduction in the number of connected ultrasound systems during the term of the Agreement shall have any effect on the continuation of the Agreement or the amount of Subscription Fees paid. Philips Subscription Fee is calculated based on spreading its fixed costs over the number of single user account(s) and connected ultrasound systems set forth on the Quotation.



6. **Access to Product.**
- 6.1 For the first use of Product, Customer will receive the ordered number of single user account(s) from Philips upon start of the Subscription Period. Customer will receive a log-in link to set-up its accounts with access ID and password ("Access Details"). If the password is entered incorrectly three times in a day, the respective account will automatically be blocked for a few hours for security reasons. Philips shall have no responsibility for delays arising from this security feature.
- 6.2 Customer shall ensure that the Access Details communicated to Customer are not disclosed to any unauthorized third parties. Customer undertakes to promptly inform Philips for damage mitigation purposes if Customer suspects that Customer's user account or password is used by unauthorized parties.
7. **Right to use Product.**
- 7.1 Within the scope of the Agreement and limited in time to the Subscription Period, Philips grants Customer a mandatory-fee-based, non-exclusive, non-transferable, non-sublicensable (except for patient accounts) right to use Product for the contractual purpose in accordance with the terms of the Agreement. A single user account for the use of Product may not be used by or shared among multiple users at Customer site. If Customer wishes to use Product for more than one independent user, it must order the appropriate number of single user accounts.
- 7.2 Product is not surrendered to Customer. If Philips provides new versions, updates, or upgrades to Product during the term of the Agreement, the aforesaid right of use shall apply to the foregoing in the same way. However, Philips is under no obligation to provide new versions, updates, or updates unless this is necessary for the elimination of defects, or this has been agreed otherwise elsewhere in the Agreement.
- 7.3 Without the prior written approval of Philips, Customer is not permitted to transfer Product or the access to the Product to third parties, especially not to sell or lease it or to grant unauthorized third parties free or fee-based access to Product via Customer's single user account(s). This does not apply to patient accounts. Non-independent use by Customer's employees or other third parties under the authority of Customer within the scope of the intended use through single user account(s), is permitted.
8. **Special aspects of the patient account.**
- 8.1 Within the scope of patient accounts, Customer may grant its patients access to data released by Customer. Customer alone is responsible for complying with the applicable data protection regulations and protection of medical confidentiality. Customer is solely responsible for communication issues received from patients, including fielding account patient set-up questions or data to be retrievable by Customers patients via Product.
- 8.2 Customers may authorize patients with patient accounts to store data made available by Customer via Product to patients in such patient account. To the extent that patients store their own data in their patient accounts, Customer shall be fully responsible to its patients for the contents and storage of these data. Any data-back up obligation of Customer include data and images in patient accounts. Contents uploaded to patient accounts will not be checked or reviewed by Philips. Customer is responsible for informing the patient about their respective responsibilities for the patient's stored data in any patient account.
- 8.3 Customer acknowledges and agrees that the patients shall not store any data that breach applicable laws. In the event of a culpable breach, Philips may promptly deactivate or delete the account.
- 8.4 By storing data in their patient accounts set up by Customer, the patients do not grant Philips or Customer any rights to utilize these data.
- 8.5 Philips is not responsible to the patients for the backup of their data. Customer agrees to inform its patients about their responsibility to regularly back up their data and to make backup copies.
9. **Cooperation obligations.**
- 9.1 To ensure the operability of Product, Customer shall, without delay, report any identified and suspected operating malfunctions to Philips by e-mail or telephone, providing any error messages with their original wording and a description of the application environment, and cooperate in the search for their causes and elimination if necessary.
- 9.2 By means of a plan of back-up measures and a failure concept, Customer shall ensure that any dangers or disadvantages to their patients are avoided in the event of malfunction.
- 9.3 Customer shall regularly back up the data transmitted to Philips as often as needed under consideration of the risk, but at least once a day, and create Customer backup copies to ensure recovery of the data and information in case these are lost. The Liability of Philips for restoration of data shall be limited to the actual costs of recovery of data from its data backup system.
- 9.4 Customer shall set up and operate Customer systems and programs in such a way that the security, integrity, and availability of Philips' systems are not impaired.
10. **Liability of the Customer/Data Protection/Medical Confidentiality.**
- 10.1 Customer indemnifies Philips against all patient claims arising from the Product. Philips does not indemnify Customers in the same manner as originally written here.
- 10.2 Customer alone shall be responsible for the content and/or accuracy and/or correctness of Customer's transmitted data.
- 10.3 Customer alone shall be fully liable for compliance with medical confidentiality and obligatory documentation requirement.
- 10.4 The opening of an individual patient's account by or with Customer's patient through Customer's account does not result in any direct contractual liability or relationship between Philips and the individual patient.
- 10.5 Insofar as Customer collects, processes, or uses personal data directly or through Philips, Customer shall be responsible for making sure that Customer is authorized to do so according to the applicable legal or regulatory provisions, especially under data protection law, and indemnifies Philips against any and all third-party claims in the event of a breach.
- 10.6 Customer expressly acknowledges and agrees that Philips is not engaged in the practice of medicine and Product is an information tool only and not a substitute for professional judgement of healthcare providers in the process of diagnosing and treating patients. Customer alone shall be fully liable for Customer diagnostic and therapeutic activities.
11. **Rights and obligations of Philips.**
- 11.1 Philips shall operate the central telecommunication infrastructure in a secure environment.
- 11.2 Philips shall employ firewalls as a mitigation safeguard technical control to reduce the potential for unauthorized access to the data and transmission of harmful data, to the extent that this is possible with a reasonable economic and technical overhead. In no event shall this measure be viewed as a guarantee from such possibility. It is strictly a reasonable mitigation control measure.
- 11.3 Philips may fully or partially block access to Product if the security, integrity or availability of networks, servers, software, or data of Philips are endangered by Customer.
- 11.4 Philips does not guarantee that the Product is suitable for Customer's intended requirements and purposes nor the Product and service to be uninterrupted or error free. No guarantee is given that Product cooperates with other programs of Customer.
- 11.5 Philips is not obliged to verify the correctness of the transmitted and automated data.
- 11.6 Philips is not responsible for data backup on an external medium and does not assume any liability.



PHILIPS

- 11.7 Product/Service Exclusions.** Philips shall have no liability for corrupt, incomplete, or missing data arising from the ultrasound system or issues arising from Customers IT infrastructure, downtime of the network or inability to use the Product by patients.
- 12. Troubleshooting and maintenance.**
- 12.1** Philips will endeavor to rectify, within a reasonable time, errors and faults in Product which materially affect use of Product according to the Documentation ("software update"), provided that Customer logs any errors and/or faults arising, including the circumstances in which they occurred, clearly and adequately and makes these documents available to Philips for the purpose of error and/or fault analysis.
- 12.2** Rectification of the following errors and/or faults is not included in the software maintenance activities: errors and/or faults that are attributable to
- 12.2.1** improper handling or use contrary to this Agreement and/or
- 12.2.2** the actions of third parties, force majeure or other influences for which Philips is not responsible. However, Philips can rectify such errors and malfunctions on request and against separate payment.
- 12.3** Product is subject to regular maintenance and further development. Therefore, the utilization possibilities may be impaired temporarily.
- 12.4** Scheduled maintenance work will be announced one week in advance by e-mail. Philips shall endeavor to limit the maintenance work to the extent necessary.
- 12.5** In urgent cases in which immediate reaction is necessary to ensure the operation of the Product, the maintenance may be performed even outside the schedule. In this case, Philips shall promptly inform Customer via the portal and/or by e-mail.
- 12.6** Philips shall provide software upgrades that represent a new change to the left of the first decimal point and trigger feature enhancements, to the extent such are made commercially available by Philips to Customers during a Subscription Period having coverage by Customer. Philips only has an obligation to perform support on the most current major version and one prior version during Subscription Period.



Schedule 14
Additional Terms and Conditions for Technology Maximizer (Rev 25.1)

1. Services.

If Philips Technology Maximizer ("Technology Maximizer") is purchased under this Agreement for a specific piece of Equipment identified by its serial number, and the requirements of the Agreement are satisfied, then Philips will make available upgrade(s) during term of agreement for the Equipment as outlined below and according to the Technology Maximizer version listed on the Quotation. Technology Maximizer is available in the following versions, subject to modality and market variations:

1.1 Technology Maximizer Essential

1.1.1 Maintain Equipment at latest configuration as follows:

- 1.1.1.1** Major release upgrades to the core system Licensed Software which is designed to run the system's hardware and essential application programs ("Core System Software");
- 1.1.1.2** Third party operating system (OS) updates;
- 1.1.1.3** Any available safety and security updates which are included in a major release;
- 1.1.1.4** If operational workflows are modified in the latest upgrade, Philips will provide clinical training for new or enhanced functionality of that upgrade; and
- 1.1.1.5** Hardware replacement to support software upgrades is not included unless specifically included in the Quotation.

1.2 Technology Maximizer Plus

1.2.1 Maintain Equipment at latest configuration as follows:

- 1.2.1.1** All Technology Maximizer Essential deliverables listed above;
- 1.2.1.2** Software upgrades to previously purchased Philips Licensed Software on the Equipment other than the Core System Software such as ancillary applications which accomplish specialized clinical functions on the Equipment;
- 1.2.1.3** Application training for new or enhanced functionality included in upgrades to Licensed Software noted in 1.2.1.2; and
- 1.2.1.4** Computer hardware replacement necessary to support software upgrade, as/if needed. This entitlement is limited to one replacement unless specifically included otherwise in the Quotation.

1.3 Technology Maximizer Pro

1.3.1 Selected access to future clinical innovation released during term of agreement as follows:

- 1.3.1.1** All Technology Maximizer Plus deliverables listed above; and
- 1.3.1.2** New features and/or applications within selected clinical area, as specified in the Quotation determined by Philips as eligible in the Technology Maximizer Pro program.
- 1.3.1.3** Advanced training for new features and/or applications provided under 1.3.1.2.

1.4 Technology Maximizer Premium

1.4.1 Full access to future clinical innovation across selected clinical domains released during term of agreement as follows:

- 1.4.1.1** All Technology Maximizer Pro deliverables listed above; and
- 1.4.1.2** New future clinical features and/or applications across selected Philips clinical domain on the Equipment as specified in Quotation determined by Philips as eligible in the Technology Maximizer Premium program.

2. Terms and Conditions of Technology Maximizer.

2.1 Technology Maximizer does not include basic Equipment preventive maintenance which is purchased separately.

2.2 Licensing. All Philips Licensed Software upgrades are subject to the Licensed Software terms and conditions agreed to at purchase of the Equipment or Licensed Software sale (as applicable), including but not limited to usage and license limitations.

2.3 Software Warranty. All Philips Licensed Software upgrades issued under this Agreement are subject to the warranty terms and conditions agreed to at purchase of the Equipment or Licensed Software sale (as applicable) for a warranty period of 90 days.

2.4 Upgrade preconditions. All upgrades and new software features and/or applications may be delivered, if and when:

- 2.4.1** made commercially available by Philips after the Start Date and before the End Date specified in the Quotation;
- 2.4.2** supported by the Equipment hardware and configuration; and
- 2.4.3** intended for use in the "clinical domain" identified in the Quotation or otherwise as explicitly specified in the Quotation.

2.5 Term of Technology Maximizer. If purchased with the sale of Equipment Technology Maximizer service coverage begins one day following the first year of the warranty period or as specified on Quotation. Technology Maximizer purchased after sale of Equipment shall begin on the Start Date listed on the Quotation.

2.6 Upgrade Delivery Process. Philips will notify Customer of an upgrade that is included in Customer's Technology Maximizer entitlement. Customer must provide written notice (email acceptance is sufficient) of intent to receive the upgrade within the term of the Technology Maximizer Agreement. If Customer does not provide written notice of intent to receive the upgrade within term of the Technology Maximizer Agreement, then Philips is under no obligation to provide such upgrade. If the Technology Maximizer Agreement term expires after Customer has provided written notice to receive the upgrade, but before it is delivered, then Customer is entitled to receive it within year following such expiration and must schedule the installation within this one-year period.

2.7 Upgrade Limitations. The upgrades provided under Technology Maximizer:

- 2.7.1** are available only for the designated Equipment specified on the Quotation;
- 2.7.2** unless explicitly described otherwise in the Quotation and except in case of Technology Maximizer Pro and Premium, do not include new applications, options or the like that were not purchased with the Equipment, or purchased separately from Philips for the Equipment;
- 2.7.3** may not be sold, transferred, or assigned to any third party; and
- 2.7.4** are subject to the terms and conditions of the Agreement and any licensing terms and conditions included in the purchase of the Equipment from Philips.
- 2.7.5** Parts removed for the purpose of an upgrade become the property of Philips on an exchange basis as defined in the Agreement.

2.8 Availability limitation. In case Customer refuses the installation of an upgrade, or in case no upgrade is provided by Philips (for any reason, e.g., not made available commercially) during the Term of the Technology Maximizer entitlement, no credit for any already paid amounts is carried forward or eligible for refund. Philips makes no representations in number of Core System Software, OS, ancillary or other Licensed Software upgrades or enhancements that shall be made available to Customer during the term of this Agreement. The release of all third-party software publishers' upgrades is at the sole discretion of the software publisher and only to the extent made available to Philips. All such third-party software is subject to prior validation by Philips for use with the Equipment. Philips validation of third-party software includes without limitation screening for safety issues, processing delays, or image distortion.



PHILIPS

Any upgrades/updates or enhancements to the Philips application software is subject to regulatory clearance and commercial availability, solely at Philips' discretion.

- 2.9 Termination.** If the Agreement is terminated due to the fault of Customer or Customer defaults under the Agreement after any upgrades under this Technology Maximizer have been provided by Philips, then Customer shall pay Philips the list price of the so provided upgrades within thirty (30) days of such termination or default. No paid amount is eligible for refund.



7. Warranty

ULTRASOUND (UL) SYSTEMS PRODUCT WARRANTY

This product warranty document is an addition to the terms and conditions set forth in the Quotation. Unless specifically listed below, this warranty does not apply to replacement parts. The terms and conditions of the Quotation are incorporated into this warranty document. The capitalized terms herein have the same meaning as set forth in the Quotation.

1. Twelve (12) Month System Warranty.

- 1.1 Philips Healthcare, a division of Philips North America LLC (Philips) warrants to Customer that the Philips' Ultrasound Systems (System) will perform in substantial compliance with its performance specifications, in the documentation accompanying the System, for a period of twelve (12) months after completion of installation and availability for first patient use.
- 1.2 If your purchase includes a new Lumify Ultrasound Solution, then the above warranty extends to cover all standard transducers purchased as part of the solution, for a period of sixty (60) months from the date of shipment of the System to the Customer.
 - 1.2.1 If your purchase includes a Diamond Select Lumify Ultrasound Solution the standard twelve (12) Month System Warranty applies.
- 1.3 If your purchase includes a Rugged Lumify System Bundle Solution, then the above warranty extends to the Lumify Transducer and associated Rugged Tablet for a period of sixty (60) months from the date of shipment to the Customer.
- 1.4 In addition, if your purchase includes a Lumify System Bundle (including transducer (s), commercial off the shelf smart device and smart device sleeve), then the warranty extends to cover the included smart device for a period of twelve (12) months from the date shipment of the System to the Customer.
- 1.5 If your purchase includes a Sparq, then the above warranty extends to cover all standard transducers purchased with the System for a period of sixty (60) months after completion of installation or first patient use, whichever occurs first (not applicable in Canada).
- 1.6 If your purchase includes an InnoSight Ultrasound Solution, then the above warranty extends for a period of thirty-six (36) months from the date that is ten (10) calendar days after shipment of the System to the Customer.

2. Planned Maintenance.

- 2.1 During the warranty period, Philips' service personnel will schedule planned maintenance visits in advance at a mutually agreeable time on weekdays, between 8:00am and 5:00pm, excluding Philips' observed holidays.
- 2.2 If your purchase includes a Lumify Ultrasound Solution, Lumify System Bundle, or InnoSight solution, then planned maintenance is not required and any technical support is provided remotely.
- 2.3 If your purchase includes a Compact Series Ultrasound Solution then planned maintenance is not required.

3. System Options, Upgrades or Accessories.

- 3.1 Any Philips' authorized options, upgrades, or accessories for the System which are delivered and/or installed on the System during the original term of the System warranty shall be subject to the same warranty terms contained in the first paragraph of this warranty, except that such warranty shall expire on the later of:
 - 3.1.1 upon termination of the initial twelve (12) month warranty period for the System on which the option, upgrade or accessory is installed; or
 - 3.1.2 after ninety (90) days for parts only from the date of installation.
- 3.2 If your purchase includes a Lumify Ultrasound Solution or Lumify System Bundle, accessories are covered for a period of twelve (12) months from the date of shipment of the System to the Customer.
- 3.3 System upgrades for a Lumify Ultrasound Solution or a Lumify System Bundle are only available in the form of software updates.

4. System Software and Software Updates.

- 4.1 The software provided with the System will be the latest version of the standard software available for that System as of the ninetieth (90th) day prior to the date the System is delivered to Customer.
- 4.2 Updates to standard software for the System that do not require additional hardware or equipment modifications will be performed as a part of normal warranty service during the term of the warranty.
- 4.3 All software is and shall remain the sole property of Philips or its software suppliers.
- 4.4 Use of the software is subject to the terms of a separate software license agreement.
- 4.5 No license or other right is granted to Customer or to any other party to use the software except as set forth in the license agreements.
- 4.6 Any Philips' maintenance or service software and documentation provided with the System and/or located at Customer's premises is intended solely to assist Philips and its authorized agents to install and to test the System, to assist Philips and its authorized agents to maintain and to service the System under a separate support agreement with Customer, or to permit Customer to maintain and service the System.
- 4.7 Customer agrees to restrict the access to such software and documentation to Philips' employees, those of its authorized agents and its authorized employees of Customer only.
- 4.8 If your purchase includes a Lumify Ultrasound Solution, installation of software licenses and updates are not performed by Philips.
- 4.9 If your purchase includes a Lumify System Bundle, the Lumify Software Application will be pre-installed by the Philips' factory.
- 4.10 Software updates and upgrades for a Lumify System Bundle will be available via the GooglePlay store or Apple App store.

5. Warranty Limitations.

- 5.1 Philips' sole obligations and Customer's exclusive remedy under any product warranty are limited, at Philips' option, to the repair or the replacement of the product or a portion thereof within thirty (30) days after receipt of written notice of such material breach from Customer (Product Warranty Cure Period) or, upon expiration of the Product Warranty Cure Period, to a refund of a portion of the purchase price paid by the Customer, upon Customer's request.
- 5.2 Any refund will be paid, to the Customer when the product is returned to Philips.
- 5.3 Warranty service outside of normal working hours (i.e. 8:00am - 5:00pm in the time zone where the Customer is located, through Friday, excluding Philips' observed holidays), will be subject to payment by Customer at Philips' standard service rates.
- 5.4 This warranty is subject to the following conditions:

The product:

 - 5.4.1 is to be installed by authorized Philips' representatives (or is to be installed in accordance with all Philips' installation instructions by personnel trained by Philips);
 - 5.4.2 is to be operated exclusively by duly qualified personnel in a safe and reasonable manner in accordance with Philips' written instructions and for the purpose for which the products were intended; and



- 5.4.3 Is to be maintained and in strict compliance with all recommended and scheduled maintenance instructions provided with the product and Customer is to notify Philips immediately if the product at any time fails to meet its printed performance specifications.
- 5.5 Philips' obligations under any product warranty do not apply to any product defects resulting from improper or inadequate maintenance or calibration by the Customer or its agents; Customer or third party supplied interfaces, supplies, or software including without limitation loading of operating system patches to the Licensed Software and/or upgrades to anti-virus software running in connection with the Licensed Software without prior approval by Philips; use or operation of the product other than in accordance with Philips' applicable product specifications and written instructions; abuse, negligence, (such as cuts, bites, punctures, submersion, and improper cleaning), 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.
- 5.6 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.
- 5.7 The obligations of Philips described herein are Philips' only obligations and Customer's sole and exclusive remedy for a breach of a product warranty.
- 5.8 Limitation of Remedies for InnoSight: Customer's remedy for damage to an InnoSight Transducer or Tablet that affects its functionality and that is covered by the warranty (e.g., excluding damage resulting from abuse or misuse or cosmetic issues) is limited to repair or replacement of each the Xperius or InnoSight Transducer and Tablet not more than once in any twelve (12) month period.
- 5.9 Limitation of Remedies for Sparq Transducer(s): Customer's remedy for damage to a standard transducer (excludes TEE and Specialty Transducers) ordered with the Sparq that affects its functionality and that is covered by the warranty (e.g., excluding damage resulting from abuse or misuse, or cosmetic issues) is limited to repair or replacement of any standard transducer ordered with the Sparq Solution not more than twice in any twelve (12) month period.
- 5.10 Limitation of Remedies for Lumify Ultrasound Transducer(s) (Including Rugged Lumify System Bundle Solution): Customer's remedy for damage to a Lumify Transducer or Rugged Tablet that affects its functionality and that is covered by the warranty (e.g., excluding damage resulting from abuse or misuse or cosmetic issues) is limited to repair or replacement of each the Lumify Transducer and Rugged Tablet not more than once in any twelve (12) month period.
- 5.11 THE WARRANTIES SET FORTH HEREIN WITH RESPECT TO A PRODUCT (INCLUDING THE SOFTWARE PROVIDED WITH THE PRODUCT), ARE THE ONLY WARRANTIES MADE BY PHILIPS IN CONNECTION WITH THE PRODUCT; THE SOFTWARE, AND THE TRANSACTIONS CONTEMPLATED BY THE QUOTATION, AND ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, WHETHER WRITTEN, ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 5.12 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.
6. **Philips' Remote Services (PRS) also known as Philips' Remote Services Network (RSN).**
- 6.1 Customer will (a) provide Philips with a secure location at Customer's premises to store one Philips' Remote Services Network router and provide full and free access to this router, (or a Customer-owned router acceptable to Philips) for connection to the equipment and to Customer's network; or (b) provide Philips with outbound Internet access over SSL; at all times during the warranty period provide full and free access to the equipment and the Customer network for Philips' use in remote servicing of the product, remote assistance to personnel that operate the products, updating the products software, transmitting automated status notifications from the product and regular uploading of products data files (such as but not limited to error logs and utilization data for improvement of Philips' products and services and aggregation into services).
- 6.2 Customer's failure to provide such access will constitute Customer's waiver of the scheduled planned maintenance service and will void support or warranty coverage of product malfunctions until such time as planned maintenance service is completed or PRS/RSN access is provided.
- 6.3 Customer agrees to pay Philips at the prevailing demand service rates for all time spent by Philips' service personnel waiting for access to the products.
- 6.4 Warranty service for remote support only products like Lumify and InnoSight Ultrasound Solutions will be available only via phone between 8:00am - 5:00pm Eastern Standard Time (EST).
7. **Transfer of System.**
- 7.1 In the event Customer transfers or relocates the System, all obligations under this warranty will terminate unless Customer receives the prior written consent of Philips for the transfer or relocation.
- 7.2 Upon any transfer or relocation, the System must be inspected and certified by Philips as being free from all defects in material, software and workmanship and as being in compliance with all technical and performance specifications.
- 7.3 Customer will compensate Philips for these services at the prevailing service rates in effect as of the date the inspection is performed.
- 7.4 Any System which is transported intact to pre-approved locations and is maintained as originally installed in mobile configurations will remain covered by this warranty.
- 7.5 For the Lumify Ultrasound Solution, this warranty is made only to the original purchaser of the Lumify Ultrasound Solution or, if the seller is an authorized Philips' distributor or sub-distributor, this warranty is made to the initial end user of the Lumify Ultrasound Solution.
- 7.6 In either case, any subsequent sale or transfer of the Lumify Ultrasound Solution will void the warranty.
8. **Xtend Coverage and Maximizer Package.**
- 8.1 As a supplement to the terms attached for Xtend Coverage the following shall apply:
- 8.1.1 Transducer coverage. Each year if one standard probe (excluding TEE and laparoscopic transducers) purchased with the system requires replacement due to failure or accidental damage, then Philips will replace such probe. If any additional transducers (excluding TEE and laparoscopic transducers) require replacement due to failure or accidental damage, Philips will provide such replacement at 50% off the Philips Service Exchange Program price.
- 8.2 As a supplement to the terms attached for Maximizer Package, the following shall apply:
- 8.2.1 Software options that are purchased separately from Covered System are not included.
- 8.2.2 Upgrades include software options that are contained within subsequent core operating system software releases.
9. **Limitation of Liability.**
- 9.1 THE TOTAL LIABILITY OF PHILIPS ARISING UNDER OR IN CONNECTION WITH THE PRODUCT FOR ANY BREACH OF CONTRACTUAL OBLIGATIONS, WARRANTY, NEGLIGENCE, UNLAWFUL ACT OR OTHERWISE IN CONNECTION WITH THE PRODUCT IS LIMITED TO THE ACTUAL PURCHASE PRICE RECEIVED FOR THE PRODUCT THAT GAVE RISE TO THE CLAIM.
- 9.2 PHILIPS SHALL NOT BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES AND/OR FOR ANY DAMAGES INCLUDING, LOSS OF DATA, PROFITS, REVENUE, BUSINESS INTERRUPTION OR USE IN CONNECTION WITH OR ARISING OUT OF THESE CONDITIONS OF SALE, REGARDLESS OF WHETHER THEY ARE FORESEEABLE OR NOT AND WHETHER THE CLAIM IS MADE IN TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, INDEMNITY, AT LAW OR IN EQUITY. NEITHER PHILIPS NOR PHILIPS' SUPPLIERS SHALL BE LIABLE FOR ANY LOSS OR INABILITY TO USE MEDICAL OR OTHER DATA STORED ON OR BY THE PRODUCT.
- 9.3 THE EXCLUSION OF LIABILITY IN THESE CONDITIONS OF SALE SHALL ONLY APPLY TO THE EXTENT ALLOWED UNDER THE APPLICABLE LAW.
- 9.4 FOR US CUSTOMERS, THE FOLLOWING ARE NOT SUBJECT TO THE LIMITATIONS OF LIABILITY UNDER SECTION 9.1:



PHILIPS

- 9.4.1 THIRD PARTY CLAIMS FOR DIRECT DAMAGES FOR BODILY INJURY OR DEATH TO THE EXTENT CAUSED BY PHILIPS' NEGLIGENCE OR PROVEN PRODUCT DEFECT.
- 9.4.2 CLAIMS OF TANGIBLE PROPERTY DAMAGE REPRESENTING THE ACTUAL COST TO REPAIR PHYSICAL PROPERTY TO THE EXTENT CAUSED BY PHILIPS NEGLIGENCE OR PROVEN PRODUCT DEFECT.
- 9.4.3 OUT OF POCKET COSTS INCURRED BY CUSTOMER TO PROVIDE PATIENT NOTIFICATIONS, REQUIRED BY LAW, TO THE EXTENT SUCH NOTICES ARE CAUSED BY PHILIPS UNAUTHORIZED DISCLOSURE OF PROTECTED HEALTH INFORMATION.
- 9.4.4 FINES/PENALTIES LEVIED AGAINST CUSTOMER BY GOVERNMENT AGENCIES CITING PHILIPS' UNAUTHORIZED DISCLOSURE OF PROTECTED HEALTH INFORMATION AS THE BASIS OF THE FINE/PENALTY, ANY SUCH FINES OR PENALTIES SHALL CONSTITUTE DIRECT DAMAGES.

10. Force Majeure.

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

Phillips' system specifications are subject to change without notice.
Ultrasound Product Warranty Rev 25.1



Exhibit 4



Quotation 211058

Quote Date 08/29/25
Project 42899
Customer CH021
Terms NET 10 DAYS
Account Representative JULIE PERFECT

Quote To

DIANN MCGUIRT
CHARLOTTE RADIOLOGY, P.A.
1701 EAST BLVD
Charlotte NC 28203

Ship To

CHARLOTTE RADIOLOGY, P.A.
300 BILLINGSLEY ROAD
SUITE 101
Charlotte NC 28211



Charlotte Radiology
Cotswold

Quote Rev #1

Note:
All quotes are valid for 30 days; however, tariff and surcharges might be implemented at any time and will be added if applicable.

Description	Quantity	Unit Price	Extended Price
01 WAITING			

1	1810 - Rein+, Guest Chair 22.75x25.25x32.5	11	852.27	9,374.97
	Arm Cap Finish:			
	~X9: No Selection of Option			
	X9: No Selection of Option			
	Frame Finish:			
	~VEN: Veneer			
	DST-B: Desert (on Beech)			
	Removable Cover:			
	X9: No Selection of Option			
	Fabric, Manufacturer:			
	~ETC: Graded-in Fabric			
	ETC12: Graded-in - Grade 12			
	ETC: Graded-in Fabric Color			
	==>MOMENTUM SILICA EXCURSION PATH			
	Barrier:			
	X9: No Selection of Option			
	CAROLINABU			
	Tag For 01 WAITING			
	1810			

Any product discrepancies will be noted by Office Environments at time of delivery. Additional discrepancies must be communicated to us in writing by close of business the following day.

Description	Quantity	Unit Price	Extended Price
1 <u>Qty Description</u> 11 GC1			
2 1810-OB - Rein+, Bariatric Chair 31.75x25.25x32.5 Arm Cap Finish: ~X9: No Selection of Option X9: No Selection of Option Frame Finish: ~VEN: Veneer DST-B: Desert (on Beech) Removable Cover: X9: No Selection of Option Fabric, Manufacturer: ~ETC: Graded-in Fabric ETC8: Graded-in - Grade 8 ETC: Graded-in Fabric Color ==>ARCHITEX STEED CENTENNIAL Barrier: X9: No Selection of Option CAROLINABU Tag For 01 WAITING 1810-OB <u>Qty Description</u> 1 BC1	1	981.46	981.46
3 310OA-1 - Modern Amenity 27x33x34 Low Back Open Arm Lounge Chair Arm Cap Finish: ~WOOD: Wood (std) Arm Cap DST-A: Desert - (on Ash) Frame Finish: DST-A: Desert - (on Ash) Fabric, Manufacturer: ~ETC: Graded-in Fabric ETC8: Graded-in - Grade 8 ETC: Graded-in Fabric Color ==>ARCHITEX STEED CENTENNIAL Barrier: X9: No Selection of Option	2	1,683.81	3,367.62

Any product discrepancies will be noted by Office Environments at time of delivery. Additional discrepancies must be communicated to us in writing by close of business the following day.

Description	Quantity	Unit Price	Extended Price
3 CAROLINABU Tag For 01 WAITING 3100A-1 Qty Description <hr/> 2 L1			
4 5110-1 - Basil 26x27.5x32 Chair Leg Finish: ~W-LEG: Wood Legs (std) DST: Desert (DST) Arm Position: LRA: Both ~W-ARM: Wood Arm (std) DST: Desert (DST) ~X9: No Arm Cap X9: No Arm Cap Power Left Side Facing: X9: No Selection Power Right Side Facing: X9: No Selection Back Bump Guard: X9: No Selection of Option Fabric, Manufacturer: ~ETC: Graded-in Fabric ETC9: Graded-in - Grade 9 ETC: Graded-in Fabric Color ==>3081242 - Momentum Follow Cv G Barrier: X9: No Selection of Option CAROLINABU Tag For 01 WAITING 5110-1 Qty Description <hr/> 3 L2	3	2,035.71	6,107.13
5 310-22RD - Modern Amenity 22x22x22.25 Round End Table Top Finish: ~SS: Solid Surface ~LIGHT: Light Tone Solid Surface	2	1,070.15	2,140.30

Any product discrepancies will be noted by Office Environments at time of delivery. Additional discrepancies must be communicated to us in writing by close of business the following day.

Description	Quantity	Unit Price	Extended Price				
5 SDR: Sand Dollar Base Finish: DST: Desert (DST) CAROLINABU Tag For 01 WAITING 310-22RD <table border="1"> <thead> <tr> <th>Qty</th> <th>Description</th> </tr> </thead> <tbody> <tr> <td>2</td> <td>T1</td> </tr> </tbody> </table>	Qty	Description	2	T1			
Qty	Description						
2	T1						
Sub Total			21,971.48				
MECKLENBURG, COUNTY OF			549.29				
NORTH CAROLINA, STATE OF			1,043.64				
Total			23,564.41				

02 RECEPTION & SHARED WORK

6 436AIR3D - Steelcase Series 2; Chair-Air back, 3D microknit *	10	590.55	5,905.50				
Back Color Scheme: Non-Contrasting Outer Back Back Finish: 3D Microknit 5T21 - LICORICE Air Back Finish: Plastic - PG1 6205 - BLACK Seat Finish: Foundation 5877 - FOGGY NIGHT Sewn Seat Upholstery: Sewn Color Scheme: Black Base Finish: Plastic - PG1 6205 - BLACK Headrest Option: No Headrest Coat Hanger: No Coat Hanger Lumbar Option: Adjustable Lumbar Arm Type: Height,Width,Pivot,Depth Arm Cylinder Type: Standard Range Caster or Glide Type: Soft Casters Soil Retardant Option: No Soil Retardant Packaging: Not Applicable STEELCASE Tag For 02 RECEPTION & SHARED WORK SERIES2 <table border="1"> <thead> <tr> <th>Qty</th> <th>Description</th> </tr> </thead> <tbody> <tr> <td>10</td> <td>TC1</td> </tr> </tbody> </table>				Qty	Description	10	TC1
Qty	Description						
10	TC1						

Any product discrepancies will be noted by Office Environments at time of delivery. Additional discrepancies must be communicated to us in writing by close of business the following day.

Description	Quantity	Unit Price	Extended Price
Sub Total			5,905.50
MECKLENBURG, COUNTY OF			147.64
NORTH CAROLINA, STATE OF			280.51
Total			6,333.65

03 EXAM

7	5314-AC4-VG9-GL2-FS- - Sit-On-It Freelance Bariatric 4-leg guest chair with glides, upholstered seat & back NOTE: 30" SEAT WITH ARMS - 600 LB WEIGHT CAPACITY ARMS: SLATE LOOP ARM FRAME: SILVER CAL: NO CAL 133 FS: FULLY ASSEMBLED IN CARTON GL2: PERFORMANCE MULTI-SURFACE GLIDE X: NO BALLISTIC NYLON UPGRADE UPH BACK: GRADE 9 - ANZEA DIAMOND ROCK SOLIDARITY UPH SEAT: GRADE 9 - ANZEA DIAMOND ROCK SOLIDARITY SITONIT Tag For 03 EXAM 5314-AC4-VG9-GL2-FS-AC Qty Description <u>3 EB1</u>	3	731.28	2,193.84
---	--	---	--------	----------

8	5214-AC4-UP-VG9-GL2- - Sit-On-It Freelance 4-leg guest chair with glides, upholstered seat & back, HEAVY DUTY ARMS: SLATE LOOP ARM FRAME: SILVER SEAT: STANDARD FOAM CAL: NO CAL 133 HD: HEAVY DUTY OPTION X: NO BOOK RACK FS: FULLY ASSEMBLED IN CARTON	3	670.77	2,012.31
---	---	---	--------	----------

Any product discrepancies will be noted by Office Environments at time of delivery. Additional discrepancies must be communicated to us in writing by close of business the following day.

Description	Quantity	Unit Price	Extended Price				
10 ASX38 - Deuce 37.75" Static X Base for 42" and 48" Top -- (Casters are not available on Media Bullet, Rectangular, Boat Shaped, Racetrack and Tapered Tops. Casters are available on Round and Square tops) Power Cone: H7E: None - Standard Column Finish: MSL: Luster Grey MSL: Luster Grey Glide/Caster: A4F: Glides OFS Tag For 04 CONSULT ASX38 <table border="1" style="margin-left: 40px;"> <thead> <tr> <th>Qty</th> <th>Description</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>T3</td> </tr> </tbody> </table>	Qty	Description	1	T3	1	371.18	371.18
Qty	Description						
1	T3						
11 CC-C5448COT - Intermix 54x48x1.1875 Media Bullet Top Top Finish: ~HPL: OFS HPL DSP: Desert (DSP) Edge Finish, PP: DS2: Desert (DS2) Power Cutout: QR: No Cutout OFS Tag For 04 CONSULT CC-C5448COT <table border="1" style="margin-left: 40px;"> <thead> <tr> <th>Qty</th> <th>Description</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>T3</td> </tr> </tbody> </table>	Qty	Description	1	T3	1	696.08	696.08
Qty	Description						
1	T3						
Sub Total MECKLENBURG, COUNTY OF NORTH CAROLINA, STATE OF Total			2,550.34 63.76 121.14 2,735.24				
05 OFFICE							
12 2012-AL - Peter Pepper Products Coat Hook, 0.75W x 5.25H x 2D, AL Polished Aluminum, Natural Anodized PETER Tag For 05 OFFICE 2012-AL	1	22.50	22.50				

Any product discrepancies will be noted by Office Environments at time of delivery. Additional discrepancies must be communicated to us in writing by close of business the following day.

Description	Quantity	Unit Price	Extended Price				
13 LOCKFR - FIELD INSTALLED LOCK PLUGS & KEYS, FR Lock Finish: Polished Chrome 9201 - POLISHED CHROME Key: KEY SPECIFIC 1-305 STEELCASE Tag For 05 OFFICE	1	N/C	N/C				
14 CRCT - Common Top, Worksurface Depth: 30.00000 Width: 60.00000 Top Surface Finish: Woodgrain HPL 2535 - VIRGINIA WALNUT (HPL) Edge Finish: Plastic - PG1 6242 - VIRGINIA WALNUT Thickness - Worksurface: 1.12500 Grommet Location: No Grommet STEELCASE Tag For 05 OFFICE CT/30/60 <table border="1"> <thead> <tr> <th>Qty</th> <th>Description</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>D1</td> </tr> </tbody> </table>	Qty	Description	1	D1	*	212.73	212.73
Qty	Description						
1	D1						
15 CRMP - Modesty Panel, 13 3/4"H Width: 54.00000 Modesty Panel Finish: Woodgrain LPL 25L5 - VIRGINIA WALNUT (LPL) Bracket Finish: Textured Paint 7360 - MERLE STEELCASE Tag For 05 OFFICE MP/54 <table border="1"> <thead> <tr> <th>Qty</th> <th>Description</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>D1</td> </tr> </tbody> </table>	Qty	Description	1	D1	*	243.83	243.83
Qty	Description						
1	D1						
16 TS7WKSPT54 - Reinforcing channel, 54W STEELCASE Tag For 05 OFFICE RC/54 <table border="1"> <thead> <tr> <th>Qty</th> <th>Description</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>D1</td> </tr> </tbody> </table>	Qty	Description	1	D1	*	36.00	36.00
Qty	Description						
1	D1						
17 UFB - Bracket-Flush mount STEELCASE Tag For 05 OFFICE FMB <table border="1"> <thead> <tr> <th>Qty</th> <th>Description</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>D1</td> </tr> </tbody> </table>	Qty	Description	1	D1	*	18.92	18.92
Qty	Description						
1	D1						

Any product discrepancies will be noted by Office Environments at time of delivery. Additional discrepancies must be communicated to us in writing by close of business the following day.

Description	Quantity	Unit Price	Extended Price
17	1 D1		
18	UFQ30T - Leg-Universal, Table, Open, 30D Basic Finish: METALLIC PAINT 4799 - PLATINUM METALLIC STEELCASE Tag For 05 OFFICE OL/30 <u>Qty Description</u> 2 D1	*	2 360.46 720.92
19	CRCT - Common Top, Worksurface Depth: 24.00000 Width: 48.00000 Top Surface Finish: Woodgrain HPL 2535 - VIRGINIA WALNUT (HPL) Edge Finish: Plastic - PG1 6242 - VIRGINIA WALNUT Thickness - Worksurface: 1.12500 Grommet Location: No Grommet STEELCASE Tag For 05 OFFICE CT/24/48 <u>Qty Description</u> 1 D2	*	1 145.12 145.12
20	CRPD2HBBF - Pedestal-2-High,Box/Box/File Size Option: Modular Depth: 24.00000 Case Finish: Woodgrain LPL 25L5 - VIRGINIA WALNUT (LPL) Headset Finish: Woodgrain LPL 25L5 - VIRGINIA WALNUT (LPL) Lock Finish: Polished Chrome 9201 - POLISHED CHROME Keys: Key Plug Pull: Contemporary Pull Pull Finish: Silver 9212 - SILVER Counterweight: With Counterweight STEELCASE Tag For 05 OFFICE BBF/2/24 <u>Qty Description</u> 1 D2	*	1 514.32 514.32
21	5214-AC4-UP-VG8-GL2- - Sit-On-It Freelance 4-leg guest chair with glides, upholstered seat & back		2 494.36 988.72

Any product discrepancies will be noted by Office Environments at time of delivery. Additional discrepancies must be communicated to us in writing by close of business the following day.

Description	Quantity	Unit Price	Extended Price
21 ARMS: SLATE LOOP ARM FRAME: SILVER SEAT: STANDARD FOAM CAL: NO CAL 133 X: NO BOOK RACK FS: FULLY ASSEMBLED IN CARTON GL2: PERFORMANCE MULTI-SURFACE GLIDE X.: NO BALLISTIC NYLON UPGRADE UPH BACK: GRADE 8 - ARC-COM ABERDEEN MIST UPH SEAT: GRADE 8 - ARC-COM ABERDEEN MIST SITONIT Tag For 05 OFFICE 5214-AC4-UP-VG8-GL2-FS-AC Qty Description <hr/> 2 GC4			
22 436AIR3D - Steelcase Series 2; Chair-Air back, 3D microknit * Back Color Scheme: Non-Contrasting Outer Back Back Finish: 3D Microknit 5T21 - LICORICE Air Back Finish: Plastic - PG1 6205 - BLACK Seat Finish: Foundation 5877 - FOGGY NIGHT Sewn Seat Upholstery: Sewn Color Scheme: Black Base Finish: Plastic - PG1 6205 - BLACK Headrest Option: No Headrest Coat Hanger: No Coat Hanger Lumbar Option: Adjustable Lumbar Arm Type: Height,Width,Pivot,Depth Arm Cylinder Type: Standard Range Caster or Glide Type: Soft Casters Soil Retardant Option: No Soil Retardant Packaging: Not Applicable STEELCASE	1	590.55	590.55

Any product discrepancies will be noted by Office Environments at time of delivery. Additional discrepancies must be communicated to us in writing by close of business the following day.

Description		Quantity	Unit Price	Extended Price
22	Tag For 05 OFFICE SERIES2 Qty Description 1 TC1			
Sub Total				3,493.61
MECKLENBURG, COUNTY OF				87.32
NORTH CAROLINA, STATE OF				165.93
Total				3,746.86
06 STAFF LOUNGE				
23	2141XLAL - Peter Pepper Products Coat Rack w/ 5 hooks on a flush plate, Screw Mount, 14.25W x 4H x 2.75D PETER Tag For 06 STAFF LOUNGE 2141XLAL	1	115.38	115.38
24	490410 - Move; Chair, Plastic back, No arms, Glides * Frame Finish: METALLIC PAINT 4799 - PLATINUM METALLIC Shell Finish: PLASTIC 6009 - ARCTIC WHITE Upholstery Finish: GRADED-IN PRC GRP 04 59DD - GRADED IN PR. GRP. 4 CF STINSON, INC. Purchaser: VENDOR Pattern: ESSENTIAL Color: THALO -ETL57 Direction: HORIZONTAL Glide: SOFT GLIDES Soil Retardant: NO SOIL RETARDANT TREATMENT STEELCASE Tag For 06 STAFF LOUNGE MOVE Qty Description 6 GC2	6	311.78	1,870.68
25	CLSX-3636 - ClassiX Breakroom/Hospitality Table, 36" x 36", Square Table Shape: Square Table Size: 36"D x 36"W Color: Woodgrain Laminates Color: River Cherry Edge: Standard Edge Edge Profile:	2	430.26	860.52

Any product discrepancies will be noted by Office Environments at time of delivery. Additional discrepancies must be communicated to us in writing by close of business the following day.

Description	Quantity	Unit Price	Extended Price				
25 3mm Vinyl Edge Edge Color: River Cherry Table Height: Standard Height - 29" Standard Lead Time Base Colors: Metallic Silver (QuickShip) SPECIAL Tag For	<table border="1"> <thead> <tr> <th data-bbox="889 667 1068 709">Qty</th> <th data-bbox="889 709 1068 745">Description</th> </tr> </thead> <tbody> <tr> <td data-bbox="889 709 1068 745">2</td> <td data-bbox="889 709 1068 745">T-2</td> </tr> </tbody> </table>	Qty	Description	2	T-2		
Qty	Description						
2	T-2						
Sub Total MECKLENBURG, COUNTY OF NORTH CAROLINA, STATE OF Total			2,846.58 71.16 135.21 3,052.95				
26 TARIFF - SPECIAL T TARIFF OFFICE	1	33.56	33.56				
27 TARIFF - SIT-ON-IT TARIFF OFFICE	1	130.22	130.22				
28 FRT01 - FREIGHT CHARGES FOR SPECIAL T & PETER PEPPER PRODUCT. OFFICE	1	346.15	346.15				
29 PRO - Project Management OFFICE	2	78.00	156.00				
30 ARC - Professional Design Services OFFICE	8	78.00	624.00				

Any product discrepancies will be noted by Office Environments at time of delivery. Additional discrepancies must be communicated to us in writing by close of business the following day.

Description	Quantity	Unit Price	Extended Price
31 Labor to receive, deliver and install: -(11) Rein+ waiting guest chairs -(1) Rein+ bariatric chair -(2) Modern Amenity lounge chairs -(3) Basil lounge chairs -(2) Modern Amenity side tables -(11) Series 2 task chairs -(8) Freelance guest chairs -(3) Freelance bariatric chairs -(1) 54x48 Intermix bullet top table -(1) 30x60 Currency table desk with partial hanging modesty -(1) 24x48 Currency return with box/box/file -(1) Wall-mounted coat hook on back of door -(2) SpecialT 36x36 square tables with X-bases -(6) Move chairs -(1) wall mounted coat rack with 5 hooks All work is quoted to be completed during regular business hours. (INS1)	1	2,658.00	2,658.00

Quotation Totals	
Sub Total	44,921.59
Steelcase Surcharge	320.12
MECKLENBURG, COUNTY OF	1,111.53
NORTH CAROLINA, STATE OF	2,111.90
Grand Total	48,465.14

* Steelcase/Coalesse Surcharge

End of Quotation

Any product discrepancies will be noted by Office Environments at time of delivery. Additional discrepancies must be communicated to us in writing by close of business the following day.