



NC DEPARTMENT OF
**HEALTH AND
HUMAN SERVICES**

JOSH STEIN • Governor

DEVDUTTA SANGVAI • Secretary

MARK PAYNE • Director, Division of Health Service Regulation

VIA EMAIL ONLY

November 7, 2025

Frank Kirschbaum
fkirschbaum@wyrick.com

Exempt from Review – Replacement Equipment

Record #: 4988
Date of Request: October 28, 2025
Facility Name: Eastern Radiologists, Inc.
FID #: 070140
Business Name: Eastern Radiologists, Inc.
Business #: 689
Project Description: Replace fixed CT scanner
County: Pitt

Dear Mr. Kirschbaum:

The Healthcare Planning and Certificate of Need Section, Division of Health Service Regulation (Agency), determined that the above referenced project is exempt from certificate of need review in accordance with G.S. 131E-184(a)(7). Therefore, you may proceed to acquire without a certificate of need the Philips Incisive CT 5300 128 Slice Fixed CT scanner to replace the General Electric Lightspeed VCT 5212920-360 Fixed CT scanner, serial # 404186CN9. This determination is based on your representations that the existing unit will be sold or otherwise disposed of and will not be used again in the State without first obtaining a certificate of need if one is required.

It should be noted that the Agency's position is based solely on the facts represented by you and that any change in facts as represented would require further consideration by this office and a separate determination. If you have any questions concerning this matter, please feel free to contact this office.

Sincerely,

Project Analyst

Micheala Mitchell
Chief

cc: Acute and Home Care Licensure and Certification Section, DHSR
Radiation Protection Section, DHSR
Construction Section, DHSR

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

HEALTHCARE PLANNING AND CERTIFICATE OF NEED SECTION

LOCATION: 809 Ruggles Drive, Edgerton Building, Raleigh, NC 27603
MAILING ADDRESS: 809 Ruggles Drive, 2704 Mail Service Center, Raleigh, NC 27699-2704
<https://info.ncdhhs.gov/dhsr/> • TEL: 919-855-3873

AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER



Wyrick Robbins Yates & Ponton LLP

ATTORNEYS AT LAW

4101 Lake Boone Trail, Suite 300, Raleigh, NC 27607

PO Drawer 17803, Raleigh, NC 27619

P: 919.781.4000 F: 919.781.4865 www.wyrick.com

FRANK KIRSCHBAUM

fkirschbaum@wyrick.com

October 27, 2025

VIA EMAIL AND USPS: micheala.mitchell@dhhs.nc.gov

Micheala Mitchell
Chief, Certificate of Need
Department of Health and Human Services
Division of Health Service Regulation
Healthcare Planning and Certificate of Need Section
809 Ruggles Drive
Raleigh, NC 27603

Re: Notification and Request for Confirmation of Exemption from CON Review:
Replacement CT Scanner

Dear Ms. Mitchell:

We are writing on behalf of our client Eastern Radiologists, Inc. ("Eastern"), which owns and operates a diagnostic center located at 2101 W Arlington Blvd, Suite 110, Greenville, NC 27834 (the "Diagnostic Center").¹ Pursuant to N.C. Gen. Stat. § 131E-184(a)(7) and 10A NCAC 14C .0303, Eastern is writing to notify the Healthcare Planning and Certificate of Need Section ("the Agency") of its intention to replace an existing computed tomography scanner ("Existing CT"), which has been in continuous use at the Diagnostic Center for over seventeen (17) years. The Existing CT was purchased pursuant to a March 13, 2008 exemption for replacement equipment granted by the Agency and attached hereto as **Exhibit C**. The reason the Existing CT is being replaced is because the unit has reached the end of its useful life, meaning that it is at an age where parts will be difficult to acquire, making complete failure of the equipment a possibility, and any repairs that could be made will be more expensive. In addition, image quality advancements warrant replacing the Existing CT with a more modern unit. The Existing CT will be removed from service in the State of North Carolina.

¹ On March 13, 2008, counsel for Eastern received a letter from the Healthcare Planning and Certificate of Need Section ("the Agency") confirming that Eastern had established a diagnostic center at 9 Doctor's Park, Greenville, NC 27834 prior to March 18, 1993. See **Exhibit A**. On June 20, 2018, Eastern obtained a "No Review Letter" from the Agency regarding the relocation of the Diagnostic Center from 9 Doctor's Park in Greenville, North Carolina to 2101 West Arlington Boulevard in Greenville, North Carolina. See **Exhibit B**.

Eastern intends to replace the Existing CT with a Philips Incisive CT 5300 CT Scanner (“Replacement CT”). The total cost of the Replacement CT, including associated costs and subtracting the trade in value of the Existing CT, is Five Hundred Twenty Two Thousand and Eighty One Dollars and six cents (\$522,081.06). *See, Exhibit D*, Vendor Quote, p. 3. The purpose of this letter is to provide the Agency with prior written notice of Eastern’s intent to replace the Existing CT, as is required by N.C. Gen. Stat. § 131E-184(a)(7), and to set forth the reasons that the Replacement CT meets the requirements for the replacement equipment exemption under the CON law and regulations.

Exemption Notice for Replacement Equipment.

The CON law defines new institutional health service to include, among other things, the development or establishment of a new health service facility, including a diagnostic center. *See* N.C. Gen. Stat. §131E-176(9b),(16)(a). However, the CON law specifically exempts from review any new institutional health service that is required to provide replacement equipment, provided that the entity proposing the new institutional health service must first provide written notice to the CON Section explaining why the new institutional health service is required “to provide replacement equipment.” *See* N.C. Gen. Stat. § 131E-184(a)(7). Replacement equipment is defined as equipment that costs less than three million dollars (\$3,000,000.00), adjusted for inflation, “and is purchased for the sole purpose of replacing comparable medical equipment currently in use which will be sold or otherwise disposed of when replaced.” *See* N.C. Gen. Stat. § 131E-176(22a). Replacement equipment is not “comparable” to the equipment being replaced if:

- 1) the replacement equipment to be acquired is capable of providing a health service that the equipment to be replaced cannot provide; or
- 2) the equipment to be replaced was acquired less than 12 months prior to the date the written notice required by N.C. Gen. Stat. §131E-184(a) is submitted to the CON Section and it was refurbished or reconditioned when it was acquired by the person requesting the exemption.

See 10A N.C. Admin. Code 14C.0303(c).

The Replacement CT falls within the parameters of the exemption for replacement equipment for the reasons listed below.

- 1) The Replacement CT, including all associated costs, is less than \$3,000,000.
- 2) The Existing CT was new when purchased by Eastern in 2008 and is more than 12 months old.
- 3) The Existing CT is currently in use and has not been taken out of service.

Micheala Mitchell
Chief, Certificate of Need
October 27, 2025
Page 3 of 4

- 4) The Existing CT is being traded in to the vendor and will be sold or otherwise disposed of upon acquisition and installation of the Replacement CT. Specifically, the Existing CT will be taken out of service and will not remain in service in the State of North Carolina.
- 5) The Replacement CT, is not capable of providing a health service that the Existing CT cannot provide. See **Exhibit E**, Equipment Comparison for Replacement CT.

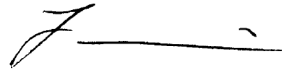
Conclusion

Based on the foregoing, Eastern requests confirmation that its acquisition of the Replacement CT constitutes the acquisition of Replacement Equipment under the CON law and is exempt from review by the CON Section.

Thank you for your attention to this matter, and please do not hesitate to contact me with any questions.

Sincerely,

WYRICK ROBBINS YATES & PONTON LLP



Frank Kirschbaum

Enclosures

EXHIBIT A

March 13, 2008 Agency letter confirming status as a grandfathered diagnostic center.



RECEIVED MAR 17 2008



**North Carolina Department of Health and Human Services
Division of Health Service Regulation
Certificate of Need Section**

2704 Mail Service Center ■ Raleigh, North Carolina 27699-2704

Michael F. Easley, Governor
Dempsey Benton, Secretary

www.ncdhhs.gov/dhsr

Lee Hoffman, Section Chief
Phone: 919-855-3873
Fax: 919-733-8139

March 13, 2008

S. Todd Hemphill, Esq.
Bode, Call & Stroupe, L.L.P.
3105 Glenwood Avenue, Suite 300
Raleigh, NC 27612

RE: Inquiry / Eastern Radiologists, Inc. / Confirmation of status of diagnostic center/
Pitt County

Dear Mr. Hemphill:

In response to your letter of August 21, 2007, the Certificate of Need Section hereby confirms that Eastern Radiologists, Inc., which is located at 9 Doctor's Park in Greenville had established a diagnostic center at this site prior to March 18, 1993. This determination is based upon your representations of the following information:

1. In 1991, Eastern Radiologists, Inc. leased a Phillips LXC CT Scanner from SIGNET Leasing and Financial Corporation, which was operated at 9 Doctor's Park, Greenville. The fair market value of the Phillips LXC CT Scanner was \$712,600.
2. In June, 1989, Eastern Radiologists, Inc. leased a Phillips XL Total Body Scanner with a fair market value of \$845,000, which was operated at 9 Doctor's Park, Greenville.
3. N.C.G.S. §131E-176 (7a) states

“Diagnostic center’ means 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 dollar (\$10,000) or more exceeds five hundred thousand dollars (\$500,000). In determining whether the medical diagnostic equipment in a diagnostic center costs more than five hundred thousand dollars (\$500,000), 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



S. Todd Hemphill
Page Two
March 13, 2008


4. Based on the above definition, Eastern Radiologists, Inc. adequately demonstrated that prior to March 18, 1993, Eastern Radiologists, Inc. located at 9 Doctor's Park in Greenville was a diagnostic center because the medical diagnostic equipment utilized at that site had a fair market value in excess of \$500,000.

It should be noted that this Agency's position is based solely on the facts represented by you and that any change in facts as represented would require further consideration by this Agency and a separate determination. If you have any questions concerning this matter, please feel free to contact this office.

Sincerely,



Helen E. Alexander, Team Leader

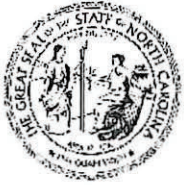


Lee B. Hoffman, Chief
Certificate of Need Section

cc: Medical Facilities Planning Section, DHSR

EXHIBIT B

June 20, 2018 Agency no-review letter confirming move of diagnostic center from 9 Doctor's Park, Greenville, NC to 2101 West Arlington Boulevard, Greenville, NC .



NC DEPARTMENT OF
**HEALTH AND
 HUMAN SERVICES**
 Division of Health Service Regulation

ROY COOPER • Governor
 MANDY COHEN, MD, MPH • Secretary
 MARK PAYNE • Director



June 20, 2018

Frank Kirschbaum
 PO Drawer 17803
 Raleigh, NC 27619

No Review

Record #: 2621
Facility Name: Eastern Radiologists
Business Name: Eastern Radiologists, Inc.
Business #: 689
Project Description: Relocate diagnostic center within Greenville
County: Pitt

Dear Mr. Kirschbaum:

The Healthcare Planning and Certificate of Need Section, Division of Health Service Regulation (Agency) received your June 15, 2018 regarding the above referenced proposal. Based on the CON law **in effect on the date of this response to your request**, the proposal described in your correspondence is not governed by, and therefore, does not currently require a certificate of need. However, please note that if the CON law is subsequently amended such that the above referenced proposal would require a certificate of need, this determination does not authorize you to proceed to develop the above referenced proposal when the new law becomes effective. However, you need to contact the Agency's Radiation Protection Section and Construction Section to determine if they have any requirements for development of the proposed project.

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

Please contact this office if you have any questions. Also, in all future correspondence you should reference the Facility ID # (FID) if the facility is licensed.

Sincerely,


 Jane Rho-Jones
 Project Analyst


 Martha J. Frisone, Chief
 Healthcare Planning and Certificate of Need Section

cc: Construction Section, DHSR
 Radiation Protection Section, DHSR
 Amy Craddock, Assistant Chief, Healthcare Planning, DHSR



FRANK KIRSCHBAUM
fkirschbaum@wyrick.com

June 15, 2018



Via Hand Delivery

Martha Frisone, Chief
Healthcare Planning and Certificate of Need Section
Division of Health Service Regulation
N.C. Department of Health and Human Services
809 Ruggles Drive
Raleigh, NC 27603

Re: Eastern Radiologists, Inc. / No Review Letter to Relocate Diagnostic Center

Dear Ms. Frisone:

Our client, Eastern Radiologists, Inc. ("Eastern Radiologists"), owns and operates a diagnostic center located at 9 Doctor's Park in Greenville, North Carolina. See Exhibit 1. The purpose of this letter is to request that you confirm that the relocation of the existing diagnostic center, including the associated medical diagnostic equipment, is not a new institutional health service within the meaning of the Certificate of Need ("CON") law.

The existing diagnostic center will be relocated from its current location at 9 Doctor's Park in Greenville, North Carolina, to 2101 West Arlington Boulevard, Greenville, North Carolina. The relocated diagnostic center will be located in the same city and county (Greenville, Pitt County) as the existing diagnostic center. The new location is only about 0.8 miles driving distance from the current location.

No new diagnostic equipment is being acquired and none of the existing diagnostic equipment is being replaced as part of this relocation. Furthermore, the relocation does not entail the acquisition of any major medical equipment or any *per se* reviewable equipment as defined in N.C. Gen. Stat. §§ 131E-176(14o) and (16)(f1). Likewise, the relocation does not include the offering of any *per se* reviewable services. *See* N.C. Gen. Stat. § 131E-176(16)(f).

The only issue presented herein is whether the capital costs associated with the relocation of the existing diagnostic center will cost in excess of two million dollars (\$2,000,000). According to N.C. Gen. Stat. § 131E-176(16)b., included among new institutional health services is:

Martha Frisone, Chief

June 15, 2018

Page 2

Except as otherwise provided in G.S. 131E-184(e), the obligation by any person of a capital expenditure exceeding two million dollars (\$2,000,000) to develop or expand a health service or a health service facility, or which relates to the provision of a health service. The cost of any studies, surveys, designs, plans, working drawings, specifications, and other activities, including staff effort and consulting and other services, essential to the acquisition, improvement, expansion, or replacement of any plant or equipment with respect to which an expenditure is made shall be included in determining if the expenditure exceeds two million (\$2,000,000).

Attached as Exhibit 2 is a chart and listing of the capital costs associated with relocating the diagnostic equipment, as well as upfitting space and installing that equipment. Attached as Exhibit 3 is the supporting documentation for the moving quotes, architectural costs, HVAC costs and electrical costs associated with the relocation.

Based on the information above and in the attached Exhibits, the estimated total capital costs related to the relocation of the existing diagnostic center will be well below the \$2,000,000 threshold. Therefore, the relocation of the diagnostic center is not a new institutional health service within the meaning of the CON law.

Based on the foregoing and the attached Exhibits, we respectfully request that you confirm that the relocation of the existing diagnostic center is not a new institutional health service and is not subject to CON review.

Please let me know if you have any questions.

Sincerely,

WYRICK ROBBINS YATES & PONTON



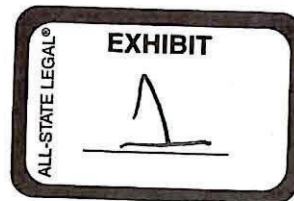
Frank Kirschbaum

Enclosures



RECEIVED MAR 17 2008

North Carolina Department of Health and Human Services
Division of Health Service Regulation
Certificate of Need Section
2704 Mail Service Center ■ Raleigh, North Carolina 27699-2704



Michael F. Easley, Governor
Dempsey Benton, Secretary

www.ncdhhs.gov/dhsr

Lee Hoffman, Section Chief
Phone: 919-855-3873
Fax: 919-733-8139

March 13, 2008

S. Todd Hemphill, Esq.
Bode, Call & Stroupe, L.L.P.
3105 Glenwood Avenue, Suite 300
Raleigh, NC 27612

RE: Inquiry / Eastern Radiologists, Inc. / Confirmation of status of diagnostic center/
Pitt County

Dear Mr. Hemphill:

In response to your letter of August 21, 2007, the Certificate of Need Section hereby confirms that Eastern Radiologists, Inc., which is located at 9 Doctor's Park in Greenville had established a diagnostic center at this site prior to March 18, 1993. This determination is based upon your representations of the following information:

1. In 1991, Eastern Radiologists, Inc. leased a Phillips LXC CT Scanner from SIGNET Leasing and Financial Corporation, which was operated at 9 Doctor's Park, Greenville. The fair market value of the Phillips LXC CT Scanner was \$712,600.
2. In June, 1989, Eastern Radiologists, Inc. leased a Phillips XL Total Body Scanner with a fair market value of \$845,000, which was operated at 9 Doctor's Park, Greenville.
3. N.C.G.S. §131E-176 (7a) states

"'Diagnostic center' means 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 dollar (\$10,000) or more exceeds five hundred thousand dollars (\$500,000). In determining whether the medical diagnostic equipment in a diagnostic center costs more than five hundred thousand dollars (\$500,000), 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



S. Todd Hemphill
Page Two
March 13, 2008

4. Based on the above definition, Eastern Radiologists, Inc. adequately demonstrated that prior to March 18, 1993, Eastern Radiologists, Inc. located at 9 Doctor's Park in Greenville was a diagnostic center because the medical diagnostic equipment utilized at that site had a fair market value in excess of \$500,000.

It should be noted that this Agency's position is based solely on the facts represented by you and that any change in facts as represented would require further consideration by this Agency and a separate determination. If you have any questions concerning this matter, please feel free to contact this office.

Sincerely,



Helen E. Alexander, Team Leader



Lee B. Hoffman, Chief
Certificate of Need Section

cc: Medical Facilities Planning Section, DHSR

EXHIBIT C

Agency's March 13, 2008 approval of Eastern's exemption request for replacement equipment.



North Carolina Department of Health and Human Services
Division of Health Service Regulation
Certificate of Need Section
 2704 Mail Service Center ■ Raleigh, North Carolina 27699-2704

Michael F. Easley, Governor
 Dempsey Benton, Secretary

www.ncdhhs.gov/dhsr

Lee Hoffman, Section Chief
 Phone: 919-855-3873
 Fax: 919-733-8139

March 13, 2008

S. Todd Hemphill, Esq.
 Bode, Call & Stroupe, L.L.P.
 3105 Glenwood Avenue, Suite 300
 Raleigh, NC 27612

RE: Exempt from Review - Replacement Equipment/ Eastern Radiologists, Inc. / Replace existing CT Scanner / Pitt County

Dear Mr. Hemphill:

In response to your letter of August 21, 2007, the above referenced proposal is exempt from certificate of need review in accordance with N.C.G.S 131E-184(a)(7). Therefore, you may proceed to acquire, without a certificate of need, the General Electric LightSpeed VCT CT to replace the existing General Electric LightSpeed QXI CT Scanner. This determination is based on your representations that the existing unit will be removed from North Carolina and will not be used again in the State without first obtaining a certificate of need. Further please be advised that as soon as the replacement equipment is acquired, you must provide the CON Section with the serial number of the new equipment.

It should be noted that this Agency's position is based solely on the facts represented by you and that any change in facts as represented would require further consideration by this Agency and a separate determination. If you have any questions concerning this matter, please feel free to contact this office.

Sincerely,

Helen E. Alexander
 Helen E. Alexander, Project Analyst

Lee B. Hoffman
 Lee B. Hoffman, Chief
 Certificate of Need Section

cc: Medical Facilities Planning Section, DHSR



EXHIBIT D

Vendor Quote



**EXHIBIT
D**

Sold to:

EDWARD SHAFER - Manager Clinical Operations
Eastern Radiologist Inc
9 Doctors Park
Greenville, NC 27834-2801

Presented By

Rick Handy
Philips Healthcare a division of Philips North
America LLC
414 Union Street
Nashville, Tennessee 37219
Email: rick.handy@philips.com

Ship to:

Eastern Radiologist Inc
2101 W Arlington Blvd Ste 210
Greenville, NC 27834-5758

Quote #: Q-00589139

Customer #: 94229854

Quote Date: 10/21/25

Valid Until: 01/22/26

CT 5300 (Replace GE)

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

Thank you again for considering Philips.

Thank you,

Rick Handy

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.

IMPORTANT NOTICE: Discounts, Other Fee Reductions and Reporting Obligations: The Product(s) offered may be subject to Philips' discounts and other programs, including finance programs, that could trigger federal healthcare cost reporting obligations. Customer discounts, and fees and charges waived or otherwise not charged by Philips, may constitute a discount on Product(s) covered by this Agreement. Philips may also provide financial support for financing programs of third-party lenders in connection with the financing of the Product(s). Customer agrees to fully and accurately report Product costs, adjusted for discounts, as required. Philips agrees to fully and accurately report discount information to Customer and refrain from impeding Customer from meeting its cost reporting obligations under the discount safe harbor, 42 CFR 1001.952(h).

Philips Healthcare a division of Philips North America LLC
414 Union Street
Nashville, Tennessee 37219
aHIRi00000104XhOAI





Table of Content

1. Quote Summary.....	3
2. Quote Details.....	4
3. Local Sales Terms and Conditions.....	17
4. Acceptance by Parties.....	18
5. Philips Standard Terms and Conditions.....	19





1. Quote Summary

Line	Article No.	Description	Qty
1	728285	CT 5300	
1.1	NNAC754	CT 5300	1
1.2	NNAC755	CT5300 New Clinical Educ Pkg	1
1.3	NNAC683	Yes, new CT customer	1
1.4	NCTE535	CT 5300 Base System	1
1.5	NCTE370	Standard Patient Table	1
1.6	NCTA485	English Keyboard	1
1.7	NCTC254	English Reg/Safety Labels	1
1.8	NCTE371	Cardiac Essentials	1
1.9	NCTE373	Precise Position	1
1.10	NCTD963	Max Power 80 kW for Plus	1
1.11	NCTE380	Foot Pedal - for Std Tbl	1
1.12	NCTE500	Flat Mattress Slicker	1
1.13	989605200862	Isolation Transformer Global	1
1.14	NCTE578	UPS for Console	1
1.15	FCT0043	Oper Manual - English	1
1.16	NCTE553	Collaboration Live_Console Kit	1
1.17	NCTD874	No, do not include ISP/AVW	1
1.18	989801292070	24 Hours of Additional OnSite Clinical Training	1
2	SP00405_RE	Trade In: Misc Competitor Product	1
Total Section Trade In:			\$ -29,700.00
Total Section Price:			\$ 522,081.06
			Total Net Price
Trade In			\$ -29,700.00
Total Net Price			\$ 522,081.06





2. Quote Details

Line	Description	Qty
1	CT 5300 Article No. 728285	
1.1	CT 5300 Article No. NNAC754 CT 5300	1

Philips CT 5300 helps you meet your organization’s most pressing challenges. CT 5300 offers intellect at every step, from acquisition through results, and across all fronts: financial, clinical, and operational. Like never before, operator and design efficiencies come together for wise decisions from start to finish.

Key Features and Capabilities are:

- 128 slice per rotation
- iDose4
- 0.4 second rotation (0.35 second rotation optional)
- 72 kw/94 kW equivalent (80 kW optional)
- vMRC X-Ray Tube
- 70, 80, 100, 120, 140 kV stations
- 4 cm coverage
- Integrated ECG Monitor
- Bolus Tracking
- SAS
- Patient-side gantry controls
- NanoPanel Precise Detector
- Precise Image
- Enhanced Console
- Collaboration Live Console Kit

Patient-side gantry controls

Advanced and easy-to-use tools for positioning and protocol selection are designed so that the majority of tasks needed to set up and end the scan can be completed right at the patient’s side. The technologist can stay close to the patient, providing a calming influence and improving the patient’s experience. Two OnPlan gantry touch panels allow you to do more at the patient’s side. Easily move the couch by touching the panel screen and swiping in the direction of desired movement.

iDose4

iDose4 Philips iDose4 is a set of user-selectable noise reduction algorithms, some of which may be applied iteratively, and is implemented in conjunction with a back projection reconstruction process. iDose4 gives you control of the dial so you can personalize image quality based on your patients’ needs at low dose.





0.4 Second Rotation

0.4-second 360° rotation affords advanced clinical applications and high-speed, motion-free imaging.

Bolus Tracking

An automated injection planning technique to monitor actual contrast enhancement and initiate scanning at a predetermined level.

Injector Triggering (SAS)

Spiral Auto Start integrates the injector with the scanner, allowing the technologist to monitor the contrast injection to check for extravasation, and to initiate the scan (with the predetermined delay) while in the scan room.

NOTE: Costs to upgrade an approved injector and any cabling is the responsibility of the user.

Precise Image

Precise image is a reconstruction technique where the system uses a trained deep learning neural network to produce an image that reduces dose while improving low contrast detectability and reducing noise while maintaining the appearance of traditional FBP images.

Enhanced Console

Enhanced Console is the console with high performance, including both computer hardware and software installed. It offers all standard console functionalities for clinical scan, reconstruction, and applications, including parallel workflow enabled by dual-monitor, Split-study, MPPS and Worklist etc. In addition, with high performance, it affords for some advanced optional applications such as Precise Image and Precise Cardiac etc.

Note: Costs to add Precise Cardiac is the responsibility of the user.

Collaboration Live Console Kit

Collaboration Live Console Kit includes required hardware (Webcam and Headset) for facilitating the collaboration via voice, video or screen sharing amongst clinical users and between clinical users and Philips support.

Note: Access to Collaboration Live user licenses requires purchase of Virtual Imaging Solution

Lung Cancer Screening

The system enables Low Dose CT Lung Cancer Screening Exam Cards that are compliant with ACR and CMS guidelines for LDCT LCS. These patient-specific low-dose CT lung cancer screening protocols leverage the advanced scanner capabilities such as iDose4, can increase early detection in high-risk patients and help prevent a substantial number of lung cancer related deaths*.





*The screening must be performed within the established inclusion criteria of programs/ protocols that have been approved and published by either a governmental body or professional medical society.

- Please refer to clinical literature, including the results of the National Lung Screening Trial (N Engl J Med 2011; 365:395-409) and subsequent literature, for further information.

1.2 **CT5300 New Clinical Educ Pkg**
Article No. NNAC755

1

Introduction

Philips Training Package

Features

Incisive CT Clinical Education

Incisive CT Initial Training Onsite 28hr

This consecutive twenty-eight (28) hour training event will be scheduled for the week immediately following Incisive CT Essential Offsite training. This session should be attended by the same two (2) Super Users from Incisive CT Essentials, and up to two (2) more dedicated CT Technologists, preferably from night or weekend shifts. This twenty-eight (28) hour training event will fine tune and expand upon knowledge learned during the Incisive Essentials Training session. Training will focus on scan procedures and protocols. ASRT CE credits may be available when Philips Guidelines are adhered to. These guidelines will be provided to you during the scheduling process. Note: Philips personnel are not responsible for actual patient contact or operation of equipment during education sessions except to demonstrate proper equipment operation.

Philips Clinical Services cancellation policies strictly enforced; policy provided during scheduling process.

Education expires one (1) year from equipment installation date

Incisive CT Essentials Offsite Training

Philips will provide up to two (2) lead technologists, as selected by customer, with in-depth lectures covering basic clinical applications, Philips-specific imaging techniques, protocol optimization and scan parameters. A CT "system emulator" or system will be used during the lab sessions to simulate all basic scanning operations without x-ray exposure. Students will graduate from this class with an 80% understanding of the base system functionality. The remaining 20% is covered during the Handover OnSite experience. This twenty-eight (28) hour class is located in Cleveland, Ohio, and is scheduled based on your equipment configuration, geography, and availability. Due to program updates, the number of class hours is subject to change without notice. Customer will be notified of current, total class hours at the time of registration. This class is a prerequisite to your equipment handover OnSite Education, and should be attended no earlier than two weeks prior to system installation.

Incisive CT Follow Up Training Onsite 24hr

Philips will provide one consecutive twenty-four (24) hours of tailored Incisive CT OnSite Education for up to four (4) students, selected by customer, including technologists from night/weekend shifts if necessary. ASRT CE credits are not available in all cases. Please read Guidelines for more information,





which will be provided to you during the scheduling process. Note: Philips personnel are not responsible for actual patient contact or operation of equipment during education sessions except to demonstrate proper equipment operation.

Philips Clinical Services cancellation policies strictly enforced; policy provided during scheduling process.

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

Incisive CT Initial Training Onsite 24hr

This consecutive twenty-four (24) hour training event will be scheduled following Incisive CT Initial twenty-eight hour training. This session should be attended by the same two (2) Super Users from Incisive CT Essentials, and up to two (2) more dedicated CT Technologists, preferably from night or weekend shifts. This twenty-four (24) hour training event will fine tune and expand upon knowledge learned during the Incisive Essentials Training session. Training will focus on scan procedures and protocols. ASRT CE credits may be available when Philips Guidelines are adhered to. These guidelines will be provided to you during the scheduling process. Note: Philips personnel are not responsible for actual patient contact or operation of equipment during education sessions except to demonstrate proper equipment operation.

Philips Clinical Services cancellation policies strictly enforced; policy provided during scheduling process.

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

1.3	Yes, new CT customer Article No. NNAC683	1
1.4	CT 5300 Base System Article No. NCTE535	1

Introduction

Philips CT 5300 provides you a solution allowing for intelligent decisions at every point.

Details

CT 5300 helps connect data and technology to achieve improved clinical outcomes, reduce costs and enhance patient and staff experiences.

Features

Reconstruction

ClearRay Reconstruction

A revolutionary solution to beam hardening and scatter artifact, modeling and simulation technology pre-computes. Stores beam hardening and scatter corrections in a database that is later referenced to create a correction that is personalized to each individual patient. As a full three-dimensional technique, contrast scale stability is preserved across different patient sizes, image uniformity is improved, and organ boundaries are better visualized.





Evolving Reconstruction

Provides real-time 256 x 256 matrix image reconstruction and display in step with helical acquisition. Images can be modified for window width and level, zoom, and pan prior to reconstruction. At the end of the acquisition, all images are updated with the desired view settings.

Adaptive filtering

Adaptive filters reduce pattern noise (streaks) in nonhomogeneous bodies, improving overall image quality.

Cone Beam Reconstruction Algorithm

Philips unique Cone Beam Reconstruction Algorithm enables true three-dimensional data acquisition and reconstruction in helical scanning.

1024 × 1024 Large Imaging Matrix

1024 1024 image reconstruction matrix displays all the high-resolution data acquired in applications, such as inner ear, spine, and high-resolution lung imaging. As scan resolution increases, larger reconstruction matrix sizes are required to maintain the full scan resolution for the reconstructed field of view.

O-MAR

O-MAR reduces artifacts caused by large orthopedic implant.

Scan and Image Acquisition

Helical Scanning

Multiple contiguous slices acquired simultaneously with continuous table movement during scans allowing for multiple, bidirectional acquisitions.

Axial Scanning

Multiple-slice scan with incremental table movement between scans.

Test Injection Bolus Timing

Establishes the optimum contrast injection delay time using a test injection. A real-time graph of the enhancement in a selected region of interest is displayed. The delay time is then selected to provide optimal peak contrast enhancement and reduced contrast usage.

Split Study

Allows automatic split of the Exam series into separate exams based on the Procedure Descriptions.

Precise Spine

An important practice of Direct Results, with preset protocols defining expected batch results of lumbar and cervical disc for optimal workflow efficiency and clinical consistency.



PHILIPS

Precise Brain

An important practice of Direct Results, with preset protocols defining expected batch results of brain for optimal workflow efficiency and clinical consistency.

Precise Planning

Precise Planning can automatically adjust the scan range of subsequent axial or helical scan series based on the surview image - a convenient assistant for you to set scan range. Precise Planning supports head, lung, L-spine disc, C-spine (for helical protocol), liver, pelvis, femur head and heart, lung screening, chest/abdomen combination scan, and CAP (chest, abdomen, pelvis) scan mode.

Image Management, Storage, and Filming

DICOM 3.0

DICOM 3.0-compliant image format. Images can be auto stored to selected archive media.

DICOM DVD/CD writer

Stores DICOM images and associated image viewing software on DVD/CD media. Images on these DVD/CDs can be viewed and manipulated on PCs meeting the minimum specifications. Suited for individual result storage and referring physician support.

Filming

Basic monochrome and color DICOM print capability are supported.

Networking

Supports 10/100/1000 Mbps (10/100/1000 BaseT) networks. For optimal performance, Philips recommends a minimum 100 Mbps network (1 Gbps preferred) and for the CT network to be segmented from the rest of the hospital network.

DICOM Connectivity

Full implementation of the DICOM 3.0 communications protocol allows connectivity to DICOM 3.0-compliant scanners, workstations, and printers; supports IHE requirements for DICOM connectivity.

LDAP (Lightweight Directory Active Protocol)

Supports integration with customer LDAP server for user management, accessing and managing a directory service for security purposes.

Dose Management

DICOM Structured Report for Dose (DICOM SR)

Dose SR complies with the IEC, DICOM PS and IHE standards for dose reporting. The report includes CTDIvol and DLP dose values.





Dedicated Pediatric Exam Cards

Developed in collaboration with top childrens hospitals, age, and weight-based infant /pediatric protocols enhance image quality at low dose.

DoseRight Index (DRI)

Personalizes the dose for each patient based on the planned scan by suggesting the optimal mAs settings in order to get consistent image quality regardless of the operator.3D Dose Modulation Automatically controls the tube current angularly, increasing the signal over areas of higher attenuation (e.g., lateral) and decreasing signal over areas of less attenuation (e.g., anteroposterior).Automatically controls the tube current, adjusting the signal along the length of the scan, increasing the signal over regions of higher attenuation (e.g., shoulders, pelvis), and decreasing the signal over regions of less attenuation (e.g., neck, legs).

Dose Displays

Volume Computed Tomography Dose Index (CTDIvol)Dose-Length Product (DLP)

Product Features

ExamCards

ExamCards are the evolution of the scanning protocol. ExamCards can include axials, coronals, sagittals and other results, all of which will be automatically reconstructed and can be sent off to where they will be read with no additional work required by the operator.

vMRC X-ray Tube

Built for high volume and 24-hour consistency, there is no waiting for the tube to warm up or cool down before scans.

NanoPanel Elite Detector

The NanoPanel Elite, the second generation of tile detector technology from Philips, was engineered for low-dose, low-energy, and low-noise imaging. The detector provides marked image noise improvement, direct integration technology, and linearity improvements at low energy and low current.

70kVp

The 70kV scan mode allows for improved low-contrast detectability and confidence at low dose.

Worklist

Provides HIS/RIS interface through DICOM modality worklist service class; enhances clinical workflow by importing patient demographics and study information from an information management system.

MPPS

Provides performed exam information (start/end/info) to HIS/RIS using DICOM MPPS (Modality Performed Procedure Step) service.





CT Reporting

Provides capabilities for editable paper, print, and electronic clinical reports, including display of key images and results. MPRMIPMinIPVolume RenderingVirtual Endoscopy

Operator Console, Patient Handling, and Setup

Operator Console, Patient Handling, and Setup

Operator console includes the necessary hardware including Windows 10-based host computer and control box. The system provides applications that assist clinicians to improve workflow, planning, post processing analysis and review to help quickly gain the desired view. All these are combined in a graphical interface that allows you to easily execute scans and analyze images. (Note: Windows is a registered trademark of Microsoft Corporation in the United States and other countries.) Additional functions at the operators console include emergency stop, intercom, and scan enable/pause buttons. Gantry Aperture: 720 mm diameter Gantry Tilt: -24 to +30 with 0.5 increments

Dual-monitor parallel workflow

Dual-monitor console is designed for simultaneous operations of scanning on left monitor, post processing like filming, reporting, CD writing, reviewing and analysis on right monitor for uninterrupted workflow.

Scan

Enables automatic execution of pre-planned studies, with concurrent, on-line, or off-line reconstruction, background image archiving to local or remote storage devices, without operator intervention. In addition, manual operator control over axial scan progress can also be set according to operators selection.

Intercom System and Multilingual Auto-voice

The intercom system provides two-way communication between scan room and operator console. A standard set of commands for patient communication before, during and after scanning is available in several pre-selected languages. Customized messages can also be created.

Patient Table

Maximum scannable range of up to 1,860 mm. (Note: The scannable range is dependent on the scan protocols, patient positioning, and includes the use of foot extension.)

Table Patient Support

Patient restraint kit, table extension, standard head holder and table pad.

Power Requirements

200/208/240/380/400/415/440/460/480VAC, 50/60 Hz 115kVA, three-phase distribution source.

Tube - For Life guarantee

Multi-Slice CT Tube replacement is included for as long as the system is operational within the same customer location, or 10 years from the installation date, whichever occurs first. To ensure optimal





lifetime performance from the Multi-slice CT Tube, a Philips parts and labor Service Agreement must be maintained, uninterrupted for the entire term of the tube guarantee. Any lapse in the service agreement coverage will void the Multi-slice CT Tube guarantee.

1.5 **Standard Patient Table** 1
Article No. NCTE370

Details

Table Specifications

- Scannable range: 1,860 mm
- Z-position accuracy: +/- 1.0 mm (for Incisive CT)
- Z-position accuracy: +/- 0.25 mm (for CT 5300)
- Longitudinal speed: 1 mm/s - 300 mm/s
- Lowest table height: 530 mm
- Maximum load capacity: 452 lbs (205 kg) (for Incisive CT)
- Maximum load capacity: 518 lbs (235 kg) (for CT 5300)

1.6 **English Keyboard** 1
Article No. NCTA485

Details

Keyboard with an English layout.

1.7 **English Reg/Safety Labels** 1
Article No. NCTC254

Introduction

English Reg/Safety Labels

Details

Regulatory and Safety Label Kit in English.

1.8 **Cardiac Essentials** 1
Article No. NCTE371

Cardiac Essentials includes both Cardiac Calcium Scoring Acquisition and Post-processing application.

Prospectively triggers axial scans for accurate and reproducible calcium scoring studies.





The Cardiac Calcium Scoring application is used to quantify the buildup of calcium plaque on the walls of the patient's coronary arteries and other relevant locations. The potential calcifications are highlighted by the application during launch.

As you mark calcifications, the application accumulates the calcium data and calculates the patient's Calcium Score based on a scoring protocol. A compare function allows you to evaluate scoring results from two studies of the same patient, the original and a follow-up.

1.9 **Precise Position** **Article No. NCTE373**

1

3D Precise Position solution that supports automatic patient positioning for enhanced user workflow and inter-operator consistency.

With Precise Position intelligence, the system automatically displays the recommended vertical position, start, and end position in addition to the selection of patient orientation on both the gantry panel and console. Via the smart load button, the system places the couch at the recommended vertical height & start position. The entire patient photographic information is then displayed on both the gantry panel and console, which helps in confirming the range for the surview scan, and allows the user to modify the surview start and end position if needed.

Features

- Automatic patient orientation
- Automatic vertical centering
- Automatic surview start and end positioning
- Covers adult patient population (15+ years)
- Ceiling mounted camera

Benefits

- Reduces unnecessary dose
- Improves accuracy of vertical positioning
- Improves consistency from user to user
- Reduces positioning time

Precise Position supports automatic positioning for the following clinical areas:

- Head
- Chest
- Abdomen



PHILIPS

- Pelvis
- Chest + Abdomen
- Abdomen + Pelvis
- Chest + Abdomen + Pelvis

1.10 **Max Power 80 kW for Plus** 1 **Article No. NCTD963**

80 kW tube power enhances the existing lower generator to provide a constant high voltage to the CT x-ray tube assembly. Helps with imaging of bariatric patients, and other challenging exam types where higher photon flux is required.

Note: Only available as option for Incisive CT Plus configuration (globally exclude China);

1.11 **Foot Pedal - for Std Tbl** 1 **Article No. NCTE380**

Foot pedal with Load/Unload

Load and Unload foot pedals allow the operator to move the patient couch to the load or unload position using a foot pedal thus improving patient handling efficiency by the freeing the operator's hands to prepare, restrain, or release the patient.

1.12 **Flat Mattress Slicker** 1 **Article No. NCTE500**

Details

The Flat Mattress Slicker can facilitate the patient on and off the table, especially for emergency care patients, and patient who have a little difficulty of moving into position on the table. Provides patient comfort during the examination.

1.13 **Isolation Transformer Global** 1 **Article No. 989605200862**

The PDU (Power Distribution Unit) consists of a very well insulated, well-shielded, low impedance isolation transformer. This provides protection against "common mode" noise and spikes (neutralground potentials).

Technical Specification

Input Voltage: 200/208/220/230/240/380/400/415/440/460/480 Volts, Delta

Frequency: 50 or 60±3 Hz

Output Voltage:





#1: 3Phase, 480/400/380/208 VAC
#2: 1Phase, 230 VAC L-N
#3: 1Phase, 120VAC L- N
Power Rating: 35KVA (In/Out Voltage 400VAC)
Dimension without package 770±3(L) x 592±3(W) x 826±3 mm
Dimension with package: 962±3(L) x 824±3(W) x 1105±3 mm

Weight (Kg.):
Net weight 382KG±10KG
Gross weight 427KG±10KG

- 1.14 **UPS for Console** 1
Article No. NCTE578

Details

Console Uninterrupted Power Supply (UPS) provides up to 30 minutes of backup power for host system. It is installed in the control room and supplies the console computer with clean sine wave input power.

Specifications of UPS for Console:

Input voltage: 230Vac nominal; variable based on output load.
Output voltage: 200/208/220/230/240Vac (user configurable); ±3%
Output power: 900W

- 1.15 **Oper Manual - English** 1
Article No. FCT0043

Introduction

Oper Manual - English

Details

Instructions for Use in English.

- 1.16 **Collaboration Live_Console Kit** 1
Article No. NCTE553

Details

Collaboration Live_Console Kit includes required hardware (Webcam and Headset) for facilitating the collaboration via voice, video or screen sharing amongst clinical users and between clinical users and Philips support.

Note: Access to Collaboration Live user licenses requires purchase of Virtual Imaging Solution under 728289.





1.17 **No, do not include ISP/AVW** 1
Article No. NCTD874

Introduction

No, do not include ISP/AVW

Details

Guidence question determining exclusion of ISP/AVW as part of this offer.

1.18 **24 Hours of Additional OnSite Clinical Training** 1
Article No. 989801292070

Clinical Education Specialist will provide twenty-four (24) hours of tailored CT OnSite Education for up to four (4) students, selected by customer, including technologists from night/weekend shifts if necessary. CEUs are not available in all cases. Please read Guidelines for more information, which will be provided to you during the scheduling process. Note: Philips personnel are not responsible for actual patient contact or operation of equipment during education sessions except to demonstrate proper equipment operation. Education expires one (1) year from the earlier of equipment delivery date or purchase date.

Line	Description	Qty
2	Trade In: Misc Competitor Product Article No. SP00405_RE Serial number: 404186cn9	1





3. Local Sales Terms and Conditions

Line	Product Code	Contract Name	Contract No.	Invoice Schedule
1	728285 CT 5300	Premier Healthcare Alliance PP-IM-281_2025	PP-IM-281	0/80/20
2	SP00405_RE Trade In: Misc Competitor Product	NONE	NONE	0/80/20

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:

The specific Premier Contract # referenced above represents the applicable Premier agreement with Philips containing discounts, fees and any specific terms and conditions applying to any Product identified as part of this quoted Solution. Philips Standard Terms and Conditions of Sale attached to the Quote Solution will also apply to the extent they do not expressly conflict with the terms and conditions of the referenced Premier Contract





4. Acceptance by Parties

Invoice to:

Eastern Radiologist Inc
2101 W Arlington Blvd Ste 210
Greenville, NC 27834-5758

Ship to:

Eastern Radiologist Inc
2101 W Arlington Blvd Ste 210
Greenville, NC 27834-5758

	Total Net Price
Total Net Price	\$ 522,081.06

Each Quotation solution (defined as each product, software, service) is issued pursuant to the Local Sales Terms and Conditions and if Contract Name equals NONE then Philips Standard Terms and Conditions ("Contract") governs the discounts and fees that apply to each quoted solution. Any PO for the items herein will be accepted subject to the terms of the Contract. **Issuance by customer of a non-contingent signed purchase order(s) referencing the Quote Solution and the Local Sales Terms and Conditions (as applicable) expressly represents customer's acceptance of the quotation and the associated terms in lieu of the customer signature on this quotation.** Each Quotation Solution listed on purchase order/orders represents a separate and distinct financial transaction. Philips General Terms and Conditions of Sales and Software License for Hospital Monitoring, Hospital Respiration Care, Focal Point SW Licenses, Therapeutic Care, Medical Consumables and Sensors and Value Added Services are located at Terms and Conditions of Sale | Philips (<https://www.usa.philips.com/healthcare/support/terms-and-conditions>). Product Warranties for all Philips Products are located at Terms and Conditions of Sale | Philips (<https://www.usa.philips.com/healthcare/support/terms-and-conditions>).

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 by 12.31.25
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

by its authorized representative

Signature: *Heather W Emery*

Print Name: Heather Emery

Title: COO

Date: 09.30.2025

PHILIPS SIGNATURE

by its authorized representative

Signature: _____

Print Name: _____

Title: _____

Date: _____





5. Philips Standard Terms and Conditions

General Terms and Conditions of Sale and Software License ("Conditions of Sale") (Rev 25.2)

1. Quotation, Order, and Payment

- 1.1 The equipment, service, and software ("Product(s)") offered on the quotation by the Philips legal entity identified thereon ("Quotation") are subject to these Conditions of Sale. The Quotation expires as indicated and may be amended or revoked by Philips before Customer's acceptance. Purchase orders are subject to Philips' confirmation. Customer's terms and conditions do not apply to the Products.
- 1.2 Prices and payment terms are in the Quotation. Orders are subject to Philips' credit review and approval. Prices exclude taxes, which are Customer's responsibility. Philips will invoice and Customer will pay all applicable taxes unless Customer provides a tax exemption certificate in advance.
- 1.3 Customer will pay interest on late payments not disputed in good faith at an annual rate of 12%, billed monthly. If Customer fails to pay or breaches these Conditions of Sale, Philips may suspend its obligations and deduct the unpaid amount from any amounts owed to Customer, in addition to other rights or remedies. Philips can recover all costs and expenses, including reasonable attorneys' fees related to enforcement.
- 1.4 Customer cannot cancel an order for equipment. If Customer cancels an order for equipment before the order is sent to the factory, Customer will pay 15% of the net selling price. If Customer cancels after the order for equipment is sent to the factory, Customer will pay the full net selling price. If Customer has not taken delivery of equipment within 24 months from Quotation acceptance, the order is deemed canceled and the cancellation charges in this section will apply according to their terms. In all cases cancellation of orders of software shall be governed by the terms of the Product schedule applicable to such software Product. In the absence thereof, such orders are non-cancelable.
- 1.5 Philips may make partial or early shipments, and Customer will pay invoices for such shipments according to the payment terms in the Quotation. Payments can be made by check, ACH, or wire. Philips does not accept transaction fees for electronic fund transfers or other payment methods. Philips imposes a 2% surcharge on credit cards, not exceeding its cost of acceptance. Check payments over \$50,000 USD must be paid via eCheck or Philips prepaid FedEx account with tracking.
- 1.6 Philips is entitled to retain a security interest in the Products until full payment is received. Philips may change the design or specifications of the Products at any time, provided the change does not adversely affect performance.

2. Lease and Trade-In

- 2.1 If Customer wants to convert a purchase to a lease, Customer must provide relevant rental documents for review and approval by Philips within 90 days before delivery. Customer is responsible for converting the transaction to a lease and securing the leasing company's approval of these Conditions of Sale. No product will be delivered until Philips receives and approves the fully executed lease documents. If the lease does not fund, Customer guarantees payment of all monies due, Philips may convert the lease back to a purchase and invoice Customer, and Customer will pay all invoiced amounts per the invoice terms.
- 2.2 For any equipment being traded in ("Trade-In"), Customer warrants it has good and marketable title. The trade-in value depends on Customer providing the Trade-In by the date Philips makes the new Product available for first patient use and may change if Customer delays delivery, installation, or go-live dates, or if the Trade-In is not in good working order, is damaged, or differs from the Quotation. Customer must clean and sanitize all components, drain chiller lines, cap plumbing, and delete personal data. Customer agrees to reimburse Philips for any out-of-pocket costs arising from Customer's breach of this section.

3. Shipment and Installation

- 3.1 Philips will deliver the Products according to the shipping terms in the Quotation. Additional costs for different delivery terms are Customer's responsibility. Philips will make reasonable efforts to meet the delivery date confirmed by Philips with Customer prior to releasing the Product for production ("Delivery Date"). If Customer delays delivery beyond the Delivery Date, Customer will pay reasonable expenses incurred by Philips, including storage fees, transportation expenses, and related costs. Customer will pay any delivery installment payment upon delivery to Customer site or Philips warehouse.
- 3.2 For installation by Philips, Customer must at its own expense (i) provide secure, adequate storage for the Products and unobstructed access to the Products and installation site; (ii) comply with Philips' installation requirements and applicable safety, electrical, and building codes; (iii) remove hazardous material; (iv) obtain necessary permits and licenses; (v) assist in moving the Products to the installation site; and (vi) be responsible for rigging, removal of obstacles, and restoration work. If Products are connected to a computer network, Customer is responsible for network security.
- 3.3 If the above conditions are not met, Philips may interrupt installation and testing and extend the installation period, and Customer will pay any additional costs. Philips is not liable for the fitness or adequacy of the premises or utilities for installation or storage.

4. Product Warranty

- 4.1 The following warranty provisions will apply to the Product in the absence of a Product-specific warranty attached to the Quotation, excluding Hospital Patient Monitoring (HPM) Product(s). The HPM Product warranty is set forth at <https://www.usa.philips.com/healthcare/support/terms-and-conditions> and incorporated into these Conditions of Sale, and Customer's signature of the Quotation or issuance of purchase order for the HPM Product(s) will be deemed agreement that such terms apply.
- 4.2 For hardware Products, Philips warrants the Product will materially comply with its specifications for one year from acceptance or first clinical use, but in any event no more than 15 months from shipment, provided the Product has been properly used and maintained. Philips warrants disposable Products intended for single use will be of good quality until the expiration date.
- 4.3 Philips warrants stand-alone Licensed Software will substantially conform to the technical specification for 90 days from availability.
- 4.4 Philips warrants services will be performed in a good and workmanlike manner for 90 days after completion. Philips' sole liability, and Customer's sole remedy, for breach of this service warranty is to give credit for the service price or re-perform the services.
- 4.5 To make a warranty claim, Philips must receive written notice within the warranty period and a reasonable period after discovery of the defect. Replaced Product or parts must be returned to Philips and will be Philips' property.
- 4.6 Philips' warranty obligations and Customer's sole and exclusive remedy are, at Philips' option, repair or replacement of the Product or part, or a pro rata refund of the purchase price after a reasonable cure period and return of Product(s). Replacement parts will be new or equivalent.
- 4.7 Philips has no obligations for defects resulting from use, operation, modification, configuration, calibration, or maintenance not in accordance with the Product specification and instructions; abuse, negligence, accident, or damages caused by Customer; improper site preparation, external sources, or third-party products. Philips is not responsible for third-party product warranties but will make reasonable efforts to extend third-party warranties and service solutions to Customer.
- 4.8 During the warranty and any service arrangement, Customer must provide and maintain a dedicated high-speed internet connection for remote servicing compatible with Philips Remote Service Data Center (PRSDC). If Customer fails to provide access, Customer accepts any impact on Products availability, additional cost, and speed of resolution.
- 4.9 THE WARRANTIES IN THESE CONDITIONS OF SALE AND QUOTATION ARE THE SOLE WARRANTIES MADE BY PHILIPS, EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, INCLUDING ANY WARRANTY OF NON-INFRINGEMENT, QUIET ENJOYMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.





PHILIPS DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. PHILIPS DOES NOT WARRANT ANY PRODUCT USING THE CLOUD TO BE UNINTERRUPTED OR ERROR-FREE.

5. Limitation of Liability

- 5.1 THE TOTAL LIABILITY OF PHILIPS FOR ALL DAMAGES AND CLAIMS ARISING FROM OR RELATING TO ANY PRODUCTS AND SERVICES UNDER THESE CONDITIONS OF SALE AND QUOTATION, WHETHER BASED ON TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, INDEMNITY, AT LAW OR EQUITY, IS LIMITED TO THE TOTAL AMOUNTS PAID BY CUSTOMER TO PHILIPS UNDER THESE CONDITIONS OF SALE AND QUOTATION.
- 5.2 PHILIPS IS NOT LIABLE FOR INDIRECT, PUNITIVE, INCIDENTAL, EXEMPLARY, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF DATA, PROFITS, REVENUE, BUSINESS INTERRUPTION, OR USE, REGARDLESS OF WHETHER THEY ARE FORESEEABLE OR NOT AND WHETHER THE CLAIM IS MADE IN TORT, BREACH OF CONTRACT, INDEMNITY, AT LAW, OR IN EQUITY.
- 5.3 THE FOLLOWING ARE NOT SUBJECT TO THE LIMITATIONS OF LIABILITY UNDER SECTION 5.1 AND CONSTITUTE DIRECT DAMAGES: (a) THIRD-PARTY CLAIMS FOR BODILY INJURY OR DEATH CAUSED BY PHILIPS' NEGLIGENCE OR PROVEN PRODUCT DEFECT, (b) CLAIMS OF TANGIBLE PROPERTY DAMAGE REPRESENTING PHYSICAL PROPERTY DAMAGE CAUSED BY PHILIPS' NEGLIGENCE OR PROVEN PRODUCT DEFECT, (c) OUT-OF-POCKET COSTS FOR PATIENT NOTIFICATIONS REQUIRED BY LAW DUE TO PHILIPS' UNAUTHORIZED DISCLOSURE OF PROTECTED HEALTH INFORMATION, (d) FINES OR PENALTIES LEVIED AGAINST CUSTOMER BY GOVERNMENT AGENCIES DUE TO PHILIPS' UNAUTHORIZED DISCLOSURE OF PROTECTED HEALTH INFORMATION, AND (e) PHILIPS' INFRINGEMENT INDEMNIFICATION OBLIGATIONS.

6. IP Indemnification

- 6.1 Philips will indemnify, defend, and hold harmless Customer against any claim that a Philips Product infringes third-party intellectual property (IP), provided Customer gives Philips prompt written notice, full information and assistance, and sole control of the defense or settlement. If a Product is found or believed to infringe valid IP, or Customer is enjoined from using the Product, Philips may procure the right for Customer to use the Product, replace or modify the Product, or provide a pro rata refund upon return of the Product. Philips has no obligation for claims arising from compliance with Customer's designs, specifications, or instructions; use of Customer-supplied technical information; modifications by Customer; use not in accordance with specifications or instructions; use with other products not sold by Philips; use of prior releases; or use after Philips advises Customer to stop use. These terms state Philips' entire obligation and liability for infringement claims and Customer's sole remedy.

7. Ownership, Use, and Exclusivity of Product Documents and Other Proprietary Service Materials

- 7.1 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.

8. Export Control and Product Resale

- 8.1 Customer is responsible for obtaining export authorizations for the Products. US Customers cannot transfer Products outside the US.

9. Licensed Software Terms

- 9.1 Subject to Customer's compliance with these Conditions of Sale, Philips grants Customer a non-exclusive, non-transferable, 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.
- 9.2 Licensed Software is licensed, not sold, and all intellectual property rights remain with Philips. Customer may make one backup copy. Customer will preserve the confidential nature of the Licensed Software and maintain copyright notice or proprietary legends on copies.
- 9.3 Customer will not (and shall not allow any third party to) decompile, disassemble, modify, reproduce, 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. Installation of Philips-issued patches or updates is not a modification.
- 9.4 Philips and its affiliates may use, on a royalty-free basis, feedback or suggestions for modification or enhancement of the Licensed Software for licensing to third parties. Customer agrees to comply with third-party licensed software terms and indemnify Philips for any damage arising from failure to comply. If the third-party licensor terminates the license, Philips may terminate the license with Customer and make reasonable efforts to procure a solution.
- 9.5 Customer is responsible for buying and managing anti-virus software to protect the products and all virus issues with the Licensed Software. Use of anti-virus in a manner not recommended by Philips is Customer's sole responsibility.
- 9.6 Customer's installation or use of unauthorized updates may adversely affect functionality and performance. Philips has no liability for performance issues caused by unauthorized updates, and the warranty is void during the period of use of such unauthorized updates. Philips may require Customer to roll back unauthorized updates to the most recent validated version before performing services. Philips tests the latest applicable security updates and publishes them as Philips Product Security Status documents. It is Customer's responsibility to deploy validated updates.
- 9.7 Customer will ensure third parties complete interface work by the interface testing date. Philips may terminate interface obligations and refund pre-paid amounts for interfaces, excluding amounts for work performed prior to termination, if Customer delays result in not meeting the interface testing date. Terminated interfaces will be re-evaluated under a separate new sales contract.
- 9.8 Philips is not responsible for business continuity or disaster recovery plans or data backup. Customer is responsible for daily backups and otherwise determining appropriate frequency. Backups should occur daily at a minimum. Hard drives on Products are not to be used as a data repository and all images and reports on Product shall be sent to different storage device such as Picture Archive and Communication System (PACS) or Health Suite Imaging (HSI) system, at minimum on a daily basis.
- 9.9 Professional services for Licensed Software implementation will adhere to a statement of work and be subject to these terms. A statement of work signed by the Customer is required by Philips at the time of Customer order placement of Philips Enterprise Informatics Licensed Software Products.

10. Confidentiality

- 10.1 The Parties will keep confidential any information of the other party and use it only to carry out their rights and obligations under these Conditions of Sale and the Quotation. This obligation does not extend to public domain information or information disclosed by law or court order.

11. Compliance with Laws

- 11.1 Each party will comply with all applicable laws, rules, and regulations.
- 11.2 Philips may process personal data in relation to services. Philips will process protected health information (PHI) as defined by HIPAA on behalf and by instruction of Customer under a Business Associate Agreement. Philips may process log files or device parameters containing personal data, including PHI, to provide services and comply with regulations and standards.
- 11.3 Customer consents to Philips' use of non-personal data for business purposes, including data analytics, product and service improvement, marketing claims, and benchmarking. Philips will not use Customer's name without prior written consent.

12. Force Majeure

- 12.1 Neither party is liable for non-performance caused by circumstances beyond its control, including acts of God, war, civil war, insurrection, fire, flood, labor





disputes, epidemics, pandemic, cyber-attack, terrorism, governmental regulations, embargoes, export control sanctions, or Philips' unavailability regarding permits, licenses, authorizations, default, or force majeure of suppliers or subcontractors. If Philips is unable to perform due to a force majeure event that continues for 90 consecutive days, Customer may terminate the Quotation for any Product(s) not yet delivered.

13. Miscellaneous

- 13.1 Products may contain remanufactured parts equivalent to new in performance.
- 13.2 If Customer becomes insolvent, files for bankruptcy, has assets assigned or frozen, Philips may cancel unfulfilled obligations or suspend performance. Customer's financial obligations remain in effect.
- 13.3 If any provision of these Conditions of Sale is deemed unlawful, unenforceable, or invalid, the remaining provisions remain in effect, and a new provision reflecting the original intent will be substituted.
- 13.4 Notices or communications will be given in writing and deemed effective if delivered in person or sent by courier or mail.
- 13.5 Failure to require compliance with any obligation does not affect the right to enforce it later.
- 13.6 Customer may not assign rights or obligations without Philips' prior written consent, except for a sale of substantially all of Customer's assets or internal reorganization, and provided that in each case Customer is not in breach of any payment obligations and the assignee assumes all liabilities and obligations in writing.
- 13.7 Customer's obligations do not depend on other agreements with Philips. Customer will not exercise any offset right in relation to other agreements.
- 13.8 All transactions are governed by the laws of the state where the Product will be installed, excluding the Uniform Computer Information Transactions Act (UCITA). EACH PARTY WAIVES ALL RIGHT TO TRIAL BY JURY OF ANY CLAIM ARISING WITH RESPECT TO THIS QUOTATION.
- 13.9 Customer will report immediately to Philips any event suggesting a Product may have caused or contributed to a death or serious injury or malfunctioned in a way that could likely cause or contribute to such events. Customer will report complaints regarding the identity, quality, performance, reliability, safety, effectiveness, labels, or instructions for use of the Products. Philips is responsible for submitting filings or reports to governmental authorities unless otherwise required by law.
- 13.10 Philips and Customer will 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 4 years after furnishing Products pursuant to these Conditions of Sale, Philips will 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 12 month period, with a related organization, such subcontract will contain a clause to the effect that until the expiration of 4 years after the furnishing of such Products pursuant to such subcontract, the related organization will 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 the books, documents, and records of such organization that are necessary to verify the nature and extent of such costs. This section 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 section will be deemed inoperative and without force and effect.
- 13.11 Philips, as the date of signature of the Quotation, represents and warrants that Philips, and its employees and subcontractors, are not debarred, excluded, suspended, or ineligible to participate in federal or state health care programs (an "Excluded Provider"). Philips will notify Customer if it becomes aware of any Excluded Provider status. Upon receipt of such notice, Customer will provide Philips with reasonable opportunity to discuss and attempt to resolve any concerns related to Excluded Provider status of Philips or its employee or subcontractor. In the event Philips is unable to resolve the Excluded Provider status of Philips or its employee or subcontractor, Customer may terminate orders for Product not yet shipped or services not rendered prior to the date Philips or its employees or subcontractors became Excluded Providers.
- 13.12 Customer will notify Philips if any portion of the order is funded under the American Reinvestment and Recovery Act (ARRA).
- 13.13 These Conditions of Sale, the terms in the Quotation, and any applicable Product-specific warranty constitute the entire agreement and supersede all previous understandings or agreements regarding the transactions contemplated by the Quotation. No additional terms, conditions, consents, waivers, alterations, or modifications are binding unless in writing and signed by the parties.
- 13.14 The Product-specific schedules included with these Conditions of Sale apply solely to the specified Products and govern in the event terms expressly set forth in the schedule conflict with terms expressly set forth in these Conditions of Sale.





**Schedule 1
Imaging Systems Portfolio (IS) (Rev 25.2)**

Product Category	Products
Image Guided Therapy (IGT)	Interventional X-Ray (iXR)
	Mobile C-Arms (Surg)
	Philips Image Guided Therapy Corporation (IGTD) fka Volcano (capital only)
Diagnostic Imaging	Digital X-Ray (DXR)
	Computed Tomography (CT)
	Magnetic Resonance (MR)
	OEM Imaging Components (Coils)
	Positron Emission Tomography (PET/CT)
	Advanced Molecular Imaging (SPECT & SPECT/CT)
	Radiation Oncology (PROS)

1. Payment Terms

1.1 Unless otherwise specified in the Quotation, Philips will invoice Customer (a) 80% of the purchase price upon delivery of the major components of the Product and (b) 20% of the purchase price when the Product has been installed and substantially meets Philips' systems verification functionality set forth in the installation manual. Customer shall pay Philips net 30 days from invoice date.

2. Additional Magnetic Resonance (MR) Terms and Conditions

2.1 Customer Installation Obligations

2.1.1 Prior to delivery, Customer shall: (i) comply with Philips' specifications and all radio frequency (RF), magnetic shielding, acoustical suppression, and building codes relevant to the Product and (ii) provide detailed information on the proposed helium exhaust pipe, including detailed architectural drawings, a completed Helium Exhaust Pipe Verification Checklist (provided by Philips), and picture(s) showing the helium exhaust pipe discharge.

2.1.2 Costs of equipment preservation will be passed to Customer if the installation site is not ready due to delays not caused by Philips. Additionally, climate control costs during and after equipment installation are also the responsibility of Customer.

3. MR Subscription

3.1 If the Quotation includes Magnetic Resonance Imaging (MRI) software license packages offered under an MR subscription ("MR Subscription"), the Quotation is subject to the additional Schedule 1-A (MR Subscription) terms set forth on <https://www.usa.philips.com/healthcare/support/terms-and-conditions>. Customer's signature of the Quotation or issuance of purchase order in connection with the Quotation will be deemed agreement that such terms are incorporated herein and apply to Customer's purchase.





**Schedule 1-C
Philips OneSpace Insights (Rev 25.2)**

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, operation and inventory data for Products covered hereunder (“Dashboard and Reporting”). The Dashboard and Reporting shows the overall performance information for Products covered under warranty or service contract where data (e.g., logfiles) is generated that can be sent to other sources (e.g., ServiceMax) through Philips Remote Services (PRS).
- 1.2 The Dashboard and Reporting is made available to Customer via an access license for the term defined in the Quotation. Customer receives five user licenses per site for accessing the Dashboard and Reporting as part of the standard access subscription. Additional user licenses may be separately purchased. Philips may suspend any unpaid additional licenses immediately without notice. Philips may, in its sole discretion, make changes or cancel any access to the Dashboard and Reporting or features associated with it based on the terms and conditions of the Quotation. 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 If included in the Quotation, Philips will provide Customer with Philips OneSpace Insights, in addition to the Dashboard and Reporting. Philips OneSpace Insights license is licensed on a per-Site basis and contains operation data (being utilization, cybersecurity status, dose management and assessment) for equipment covered under an in-warranty or service contract. 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 Acceptance for Dashboard and Reporting occurs upon receipt of 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 1-D
CT Collaboration Live and/or Reacts (Rev 25.2)**

Product Category	Products
Computed Tomography	Collaboration Live and/or Reacts

The following additional terms and conditions apply to CT Collaboration Live and/or Reacts Service (“Software Services”):

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 (“Philips Administrator”) or a Customer Account holder (“Customer Administrator”) that has been granted certain administrative permission(s), such as but not limited to the management of Accounts and Subscriptions.
- 1.4 “Philips System(s)” means the Philips Product(s) leveraging the Software Services.
- 1.5 “Philips Service(s)” means the Philips Service(s) leveraging the Software Services, including, but not limited to the Remote Support or Education Services.
- 1.6 “Subscription” means an access purchased by the Customer to the Software Services.
- 1.7 “Subscription Term” means the agreed period during which Customer will get access to the Software Services.
- 1.8 “Usage Information” means the information associated with the Software Services.
- 1.9 “User” means an individual accessing any of the Software Services.
- 1.10 “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 and its User’s acts and omissions, including compliance with the End-User License Agreement (EULA) currently available at <https://reacts.com/legal/terms>, use of the Software Services, and security to prevent unauthorized access to Accounts, User Content, and confidential information, including protecting any client devices with anti-virus and appropriate cybersecurity software.
- 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 related to the Software Services.
- 2.3 Customer will ensure that: (a) the Users’ use of the Software Services complies with applicable laws and requirements related personal health information, including medical data and (b) 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 follow the CT Collaboration Live Pre-Implementation IT Checklist provided by Philips.

3. Payment

- 3.1 Unless otherwise stated on a Quotation, Customer shall pay the fee for the Subscription on a monthly, quarterly, or yearly basis in accordance with Philips then-current standard billing practices. All fees shall be non-cancellable and non-refundable, unless specified differently.

4. Access to the Software Services

- 4.1 The Software Services are administered by Philips or its affiliate(s) in Canada and 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.
- 4.2 Customer acknowledges that Philips does not need any medical data to operate any of its Software Services.
- 4.3 Customer will designate individual(s) to serve as Customer Administrator(s) and alternate(s), who will serve as Philips’ primary support contacts. The Customer Administrator(s) shall manage all Accounts. Philips Administrator(s) can act on behalf of the Customer to administrate the Software Services.
- 4.4 Software Services may be interrupted either due to (i) contract termination or suspension; (ii) Customer’s contract breach, including nonpayment; (iii) maintenance or upgrades; or (iv) telecommunication failures or other reasons beyond Philips’ control. Philips does not warrant the Software Services to be uninterrupted or error-free and will have no liability for any disruptions or downtime. All Users must be sufficiently qualified to use the Philips System(s) independent of the Software Services. A patient care provider performing a medical procedure must be sufficiently qualified independent of the Software Services to perform such procedure. Philips hereby disclaims responsibility for the use of the Software Services in medical settings.
- 4.5 Philips holds the right to do remote updates to Software Services. Philips may modify the Software Services, or any portion thereof. Philips shall not be liable to Customer or any other party if Philips modifies the Software Services.
- 4.6 Abusive use of the Software Services may result in the temporary or permanent suspension of Customer 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.
- 4.7 The access to the Software Services starts when the Subscriptions are made available from Philips to the Customer.
- 4.8 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. Software Services are available for Philips Systems with software version or release level specified in Quotation.

5. Retention of the Account Information and User Content

- 5.1 Philips will retain and grant access to Account Information and User Content only to fulfil its obligations under the Quotation or as required or permitted by applicable laws. Once deleted, Account Information and User Content cannot be restored.

6. Single Sign-On (SSO)

- 6.1 To the extent expressly set forth in a project implementation plan between Customer and Philips outlining an agreement to activate Single Sign-On (SSO) capabilities, the following shall apply:
 - 6.1.1 Customer is responsible for the authentication of its Users;
 - 6.1.2 Customer is responsible for the authentication process of its Users which shall be compliant with security and privacy protocols including, without limitation, validating the identification of its Users and their requested accesses. If there are issues with Customer’s authentication services, Philips will not support the API Integration;
 - 6.1.3 Philips can remove, temporarily or permanently, SSO capabilities if there is any security or other incident that could affect the Software





Services. Customer shall have appropriate security and privacy technical and organizational measures in place aligned with industry best practices, including but not limited to measures to ensure that Customer will not attempt to defeat, circumvent, or modify security features; and

6.1.4 Users who activate available two-factor-authentication functionality for their Accounts will only benefit from this functionality if they do not elect SSO capabilities.

7. Subscription Term and Termination

7.1 When the Software Services are used with CT Products (“CT Software Services”), the following terms apply:

7.1.1 Subscription Term starts, and acceptance is deemed, when Customer places an order and Philips accepts the order.

7.1.2 Upon termination of a Subscription (i) Customer’s right to use the Subscription ends; (ii) Customer will cease using the CT Software Services; (iii) Customer will provide access for Philips to render the software inoperable; and (iv) for Customer breach, Customer will immediately pay Philips all fees due including fees for the balance of the Subscription Term if terminated prior to the end of the current Subscription Term, and any cost incurred by Philips following termination.

8. Lifecycle Learning

8.1 When the Software Services with CT Products are being used by the Customer for remote training and education-related activities, then the following will apply:

8.1.1 Lifecycle Learning Coverage. Philips will provide the clinical education and product applications trainings throughout lifecycle of the CT Products (“Lifecycle Learning”) as specified in the Quotation.

8.1.2 Exclusions. Lifecycle Learning 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.

8.1.3 Scheduling. Lifecycle Learning must be scheduled at least six weeks in advance. Changes to scheduled Lifecycle Learning must be received in writing by Philips at least two weeks prior to scheduled delivery.

8.1.4 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 Lifecycle Learning.

8.1.5 Delivery. Lifecycle Learning will be conducted remotely via CT Collaboration Live Software Services.

8.1.6 Expiration. The Lifecycle Learning entitlements specified in the Quotation shall be consumed within a 12-month period (“Contract Year”). Upon expiry of any Contract Year, the unconsumed entitlements during that Contract Year shall cease to exist and cannot be carried over to the next Contract Year.

8.1.7 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.





Schedule 14
Additional Terms and Conditions for Technology Maximizer (Rev 25.2)

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.





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 30 days of such termination or default. No paid amount is eligible for refund.



EXHIBIT E

EQUIPMENT COMPARISON FOR REPLACEMENT CT

	EXISTING EQUIPMENT	REPLACEMENT EQUIPMENT
Type of Equipment	GE Lightspeed VCT 5212920-360 CT Scanner	Philips Incisive CT 5300 128 Slice
Manufacturer of Equipment	General Electric	Philips North America, LLC
Model Number	VCT 5212920-360	Incisive CT 5300
Serial Number	404186CN9	Not Yet Available
Provider's Method of Identifying Equipment	Serial Number	Serial Number
Mobile or Fixed	Fixed	Fixed
Date of Acquisition	2008	2025
Provider Hold Title to Equipment or Have a Capital Lease?	Title	Title
Specify if Equipment was/is New or Used When Acquired	New	New
Total Cost of Equipment	\$275,597.16	\$522,081.06
Fair Market Value of Equipment	\$29,700	\$136,915.00
Net Purchase Price of Equipment	\$275,597.16	\$522,081.06
Locations Where Operated	2101 West Arlington Boulevard, Greenville, NC	2101 West Arlington Boulevard, Greenville, NC
# of Days/Year the Equipment is in Use in NC	Approximately 305 (6 days/week, 52 weeks/year, less seven holidays)	Approximately 305 (6 days/week, 52 weeks/year, less seven holidays)
Procedures Performed	CT: head, body, musculoskeletal	CT: head, body, musculoskeletal

From: [Mitchell, Micheala L](#)
To: [Stancil, Tiffany C](#)
Cc: [Pittman, Lisa](#)
Subject: Fw: [External] Exemption Request for Replacement CT Scanner, Eastern Radiologists
Date: Monday, October 27, 2025 1:11:41 PM
Attachments: [2025 Exemption Request for Replacement CT Eastern Radiologists .pdf](#)

Would you mind logging this and assigning it to Greg?

Thx!

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](tel:9198553879)
Micheala.Mitchell@dhhs.nc.gov

From: Trevor P. Presler <TPresler@wyrick.com>
Sent: Monday, October 27, 2025 10:50 AM
To: Mitchell, Micheala L <Micheala.Mitchell@dhhs.nc.gov>
Cc: Pittman, Lisa <lisa.pittman@dhhs.nc.gov>
Subject: [External] Exemption Request for Replacement CT Scanner, Eastern Radiologists

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.

Good morning, Ms. Mitchell,

On behalf of Frank Kirschbaum and our client Eastern Radiologists, please find attached a Notification and Request for Confirmation of Exemption from CON Review Replacement CT Scanner from Eastern Radiologists. If you have any questions or need any additional information please don't hesitate to ask. Thanks

Trevor

Trevor P. Presler
ATTORNEY

Direct: 919.228.2901
Mobile: 919.428.3525
tpresler@wyrick.com

Wyrick Robbins Yates & Ponton LLP
4101 Lake Boone Trail, Suite 300
Raleigh, NC 27607
P: 919.781.4000 F: 919.781.4865
www.wyrick.com

The contents of this e-mail message may be privileged and/or confidential. If you are not the intended recipient, any review, dissemination, copying, distribution or other use of the contents of this message or any attachment by you is strictly prohibited. If you receive this communication in error, please notify us immediately by return e-mail or by telephone (919-781-4000), and please delete this message and all attachments from your system. Thank you.

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.

From: [Trevor P. Presler](#)
To: [Yakaboski, Greg](#)
Subject: [External] RE: Exemption Request for Eastern Radiologists to replace CT Scanner
Date: Tuesday, October 28, 2025 4:19:36 PM

You don't often get email from tpresler@wyrick.com. [Learn why this is important](#)

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.

Hi, Greg,

Sorry that we did not include that statement directly in the letter. The scanner is and will be in operation 305 days per year (reflected in Exhibit E) and has been used more than ten times in the last 12 months. Do you need an amended letter? Thanks

Trevor

Trevor P. Presler
ATTORNEY

Direct: 919.228.2901
Mobile: 919.428.3525
tpresler@wyrick.com

Wyrick Robbins Yates & Ponton LLP
4101 Lake Boone Trail, Suite 300
Raleigh, NC 27607
P: 919.781.4000 F: 919.781.4865
www.wyrick.com

The contents of this e-mail message may be privileged and/or confidential. If you are not the intended recipient, any review, dissemination, copying, distribution or other use of the contents of this message or any attachment by you is strictly prohibited. If you receive this communication in error, please notify us immediately by return e-mail or by telephone (919-781-4000), and please delete this message and all attachments from your system. Thank you.

From: Yakaboski, Greg <greg.yakaboski@dhhs.nc.gov>
Sent: Wednesday, October 29, 2025 9:03:59 AM
To: Frank Kirschbaum <FKirschbaum@wyrick.com>
Subject: Re: Exemption Request for Eastern Radiologists to replace CT Scanner

[EXTERNAL]

Hey Frank,

Hope all is going well.

I could not locate the requirement of 10 NCAC 14C. .0303 Replacement Equipment

(b) - statement that the equipment being replaced has been used at least 10 times I the last 12 months.

If I missed it (always very possible) just let me know where it is. If it was not included just send over an email.

Thanks,
Greg

Sincerely,

Gregory F. Yakaboski

Gregory F. Yakaboski
Project Analyst
Healthcare Planning and Certificate of Need Section
[Division of Health Service Regulation](#)
[NC Department of Health and Human Services](#)

Office: 919-855-3873
Greg.Yakaboski@dhhs.nc.gov

1915 Health Services Way, 2nd Floor
2704 Mail Service Center
Raleigh, NC 27699-2704

[Twitter](#) | [Facebook](#) | [YouTube](#) | [LinkedIn](#)

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.