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Sold to:
Alaska Heart and Vascular Institute
3841 Piper St Ste T-100
Anchorage, AK 99508-4674

Presented By
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Ship to:
Alaska Heart and Vascular Institute
3841 Piper St Ste T-100
Anchorage, AK 99508-4674

Quote #: Q-00688985
Customer #: 94222435
Quote Date: 02/11/26
Valid Until: 03/31/26

IGT AH Alaska Heart and Vascular Allura

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,

Anna Halvorsen

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1. Financial Overview

Line	Article No.	Description	Qty	Net Price
1	722234	Azurion 7 M20	1	$ 803,730.53
2	100133	CV Third Party Products	1	$ 7,425.01

Total Section Price: **$ 811,155.54**

Total Net Price

Total Net Price
$ 811,155.54

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2. Quote Summary

Line	Article No.	Description	Qty	Net Price
1	**722234**	**Azurion 7 M20**		
1.1	NNAT308	Conv. Azurion 7 C20	1	$ 414,903.00
1.2	989801278456	UPS Socomec Modulys, Compact Full Load 75kva , UL	1	$ 41,800.00
1.3	NNAE732	No, not ordering IntraSight 7	1	$ 0.00
1.4	NNAE675	Azurion Clinical Education Pkg	1	$ 0.00
1.5	NCVC831	L4L w/ Techn Maximizer Subscr.	1	$ 2.66
1.6	NCVD069	ClarityIQ.	1	$ 105,450.49
1.7	NCVD220	MRC200+ GS 04/07	1	$ 53,225.91
1.8	NCVC716	FlexVision 55-inch	1	$ 101,595.16
1.9	NCVC718	FlexVision install on rails	1	$ 2.78
1.10	FCV0981	Video input WCB on 1st MCS	1	$ 5,527.74
1.11	FCV0985	Video input WCB outside the MCS	4	$ 9,379.12
1.12	NCVD072	SmartMask Monoplane	1	$ 10,778.44
1.13	NCVA082	Intercom	1	$ 1,926.17
1.14	NCVD606	Premium Table (Pivot, APC, Volcano)	1	$ 30,292.89
1.15	FCV0625	Table mounted radiation shield	1	$ 5,135.44
1.16	FCV0816	table accessory rail	1	$ 5,071.74
1.17	NCVC826	L4L Quant. Coronary Analysis	1	$ 2.66
1.18	NCVC827	L4L Left Ventricular Analysis	1	$ 2.66
1.19	**722240**	**Remote Service IGT**		
1.20	NCVB121	Unknown (for quoting purposes)	1	$ 0.00
1.21	459801079651	Cabinet Rear Cover	1	$ 458.04
1.22	459801613311	Cabinet Rear Cover Deep	2	$ 3,599.54
1.23	989600213943	Patient table adaptation plate	1	$ 3,051.54
1.24	459800660501	Clip rail 390 cm G-Stand	1	$ 3,112.20
1.25	459800938361	Clip rails for Monitor Ceiling Carriage (390cm, 153.5")	1	$ 1,510.61
1.26	459800706723	MONITOR CEILING CARRIAGE	1	$ 6,900.69
				$ 803,730.53
2	**100133**	**CV Third Party Products**		
2.1	989806100590	Port2 Lamp Yled 70K-lux focus&arm	1	$ 2,576.96
2.2	989806100465	Port2 Track250cm&Trolley column 57cm	1	$ 2,340.05

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2.3	989804306796	Port2 cable spooler 250CM	1	$ 401.51
2.4	989804306745	MD/Portegra2 LeadShield OT50001	1	$ 2,106.49
				$ 7,425.01
Total Section Price:				**$ 811,155.54**

Total Net Price

Total Net Price
$ 811,155.54

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3. Quote Details

Line	Description	Qty
1	**Azurion 7 M20** **Article No. 722234**	
1.1	**Conv. Azurion 7 C20** **Article No. NNAT308** Conv. Azurion 7 C20 The Philips Catalyst preferred customer program is designed to offer a cost effective (seamless and economic) transition from the currently installed system to an Azurion 7 M20 Monoplane Ceiling Mounted system. The Azurion 7 M20 Monoplane Ceiling Mounted image-guided therapy is designed to enhance treatment and provide high-quality image guidance during minimally invasive interventions. Key benefits : • A detector that delivers high-resolution imaging over a large field of view (20”) • Extensive C-arm angulation and rotation for excellent patient access • Stand, monitor suspension, and operating modules can be freely positioned for full flexibility • Display, access, and control up to 20 multimodality video sources **Details :** Experience outstanding interventional performance on the Azurion 7 Series with a 20” flat detector. This industry-leading image-guided therapy platform allows you to perform procedures easily and confidently with a unique user experience, helping you optimize your lab performance and provide superior care. Seamlessly control all relevant applications from a single touch screen at the table side, to help make fast, informed decisions in the sterile field. With Azurion, you are future-ready. At Philips Healthcare, we feel a responsibility towards society and the environment. The latest Azurion 7 M20 Monoplane Ceiling Mounted system perfectly exemplifies our EcoVision program. We drastically reduced the product's environmental impact by examining every aspect of the Azurion 7 M20 design and development with a green eye. **System Geometry** **Ceiling Mounted stand** The Philips Azurion M20 stand is a stable assembly of a C-arm and a ceiling-mounted base. The X-ray tube and the flat detector are integrated into the C-arm. This provides a compact assembly with positioning flexibility and easy access to the patient. Collision prevention technology (BodyGuard) is in place to protect the patient by slowing down system movement speeds when an object is detected within a certain safety distance. The C-arm contains the high-performance grid-switch MRC200 0407 X-ray tube to enable high image quality in every stand position. **Workflow and dose management** **ProcedureCards** The Azurion ProcedureCards for system setup can be customized based on user, procedure, or department workflow preferences. Further, it is possible to upload hospital checklists and/or protocols into the ProcedureCards to help safeguard the consistency of interventional procedures and help minimize preparation errors. The ProcedureCards can be coupled to hospital RIS codes to automatically select the right system settings once the procedure is started. **Parallel Working**	1

The Azurion Parallel Working concept allows the review of acquired images from current or previous exams in the control room simultaneously with an ongoing live intervention. This allows the physician in the exam room to carry with the intervention, while the supporting staff can run image processing, vessel analysis, or flag images for PACS export. The concept provides a flexible workflow, leading to higher throughput and faster exam turnover without compromising on the quality of care.

Dose management and awareness

DoseWise comprises a set of technologies to actively manage dose. The X-ray tube copper filtration will permanently remain in the X-ray beam for a chosen X-ray protocol, independent of projection angle or patient thickness. Grid-switch controlled fluoroscopy and collimation on the last-image-hold help to avoid unnecessary radiation. The high-resolution flat detector features high X-ray-to-signal conversion rates to support brilliant image quality. Advanced image processing further enhances high image quality through automatic noise reduction and edge enhancement algorithms. After the procedure is finished, a DICOM radiation dose structured report provides an overview of all dose-relevant parameters, which can be automatically exported with the patient images to a DICOM database (e.g. PACS).

Zero Dose Positioning

Zero Dose Positioning function lets you move the stand, pan the table, and change table height or field-of-view on your Last Image Hold (LIH) image. This means you can already see the effect of changing the gantry position or field-of-view format on your region of interest to prepare for your next acquisition without using additional fluoroscopy.

Monitor solutions

Monitor concept (control room)

The default control room configuration consists of two 24 color monitors (acquisition and review) for patient administration and X-ray image display/review. The acquisition monitor features a status bar, which replicates the same system information shown in the exam room (incl. dose values, system positioning, and system messages). The review monitor can be used to review any acquired images with Parallel Working, perform measurements, and access general system settings e.g. for the creation and adjustment of Procedure Cards or to open the electronic Instruction for Use (IFU).

Monitor concept (exam room)

Unless otherwise stated, the default monitor solution in the exam room is a ceiling-suspended rail system, which holds a monitor carriage for 2 widescreen monitors (2F MCS) and is delivered with one 27 monitor. The rail system enables both longitudinal and transversal movements so that the monitors can be flexibly positioned on both table sides and from foot-end to head-end. This ensures access to relevant information during the procedure, independently of the user position. The 27 monitor is used to display the Live/Reference images. The Live image view contains a status bar, which displays all relevant system values such as geometry positioning, select X-ray settings, current dose values, and general system messages.

System controls & user interface

Touch screen module (exam room)

The Azurion touch screen module (TSM) is positioned at the table side in the exam room and is the backbone of the system. The unique aspect of the Azurion TSM is its multi-modality readiness, which means that it allows access and control of other compatible applications. The TSM can be clamped to any of the OR rails, which are located on three sides of the patient table. It comes with a protective frame which is designed to reduce collisions with other equipment in the room.

Azurion control modules (exam room)

One system control module and a viewpad are delivered as standard. ForORT systems these are delivered with a pedestal as standard.The control module provides the controls required to adjust the position of the table and stand, and to perform imaging functions during the acquisition. It has a protection bar that prevents unintended system activation. The orientation of the Azurion control module can be adjusted so that system control remains intuitive and any system movements remain

predictable independent of which table rail the control module is clamped to. The viewpad is a handheld remote control that is usually stored in a respective holder next to the TSM. It can be used to control the viewing of acquired images or to allocate acquired images to the reference windows from anywhere in the examination room.

Azurion review module (control room)

The review module is used to switch the Azurion system on or off and offers further buttons to control the basic review functions for the control room acquisition monitor.

Footswitch (exam room)

The function allows the user to perform exposure, fluoroscopy, single-shot exposure, and switch the room light on and off (if connected to the electronic infrastructure of the room light).

Connectivity and security

DICOM compatibility

The Azurion system includes a DICOM image interface, which enables the transfer of DICOM data/clinical images from and to a DICOM destination such as RIS/CIS, PACS or Medical DVD station. The export formats are based on DICOM 3.0 protocols with a fast Ethernet link to make images available within seconds. The DICOM archiving process can be configured in the system settings: images can either be sent automatically or manually upon completion of the examination. The export format is configurable in 512x512 or 1024x1024 matrix in 8- or 10-bit depth. Examination data can be sent to multiple destinations for archiving and reviewing purposes. The DICOM image interface provides DICOM Storage and DICOM Storage Commitment Services. With DICOM Query/Retrieve historic DICOM XA MF and DICOM SC studies can be uploaded to the system.

Security

The Philips Azurion system is based on an embedded Windows 10 Operating system, which offers features such as OS Hardening, AppLocker, and BitLocker functionality. The Azurion is further protected by a firewall, which primary function is to avoid unsolicited and unnecessary traffic from the interventional lab toward the Hospital Network such as multicast (mDNS, SSDP), internal proprietary Azurion broadcast (IST, CWIS), and internal proprietary Azurion traffic for IANA ephemeral ports (TCP/UDP 49152-65535).

Proactive remote services

The Philips 24/7 remote support keeps your lab up and running smoothly and helps you treat more patients. Our remote services make use of proactive model-based analytics to identify issues and enable our service team to have them resolved before you are even aware that there has been an issue. Having your Azurion system connected to our secure VPN based remote network not only enables us to implement operating system security patches timely but also increases our first-time-right fix rate due to continuous system log filing. Philips is committed to ensuring the safety and security of patients, operators, and customers and operates with an ISO/IEC 27001 certified security infrastructure and under its binding corporate rules to ensure that data privacy is always addressed.

Technology Maximizer Essential

Technology Maximizer Essential program keeps your technology up to date to maximize its operational performance

This program is included in your Azurion release 3 system purchase, for 5 years from the system installation date, Philips will provide the following if and when available during the coverage term:

- Core system software release upgrade
- Operating system (OS) update
- Safety and security updates as approved and communicated by Philips for the system and as part of the core system software release
- Clinical/technical training is not included unless operational workflows are modified due to a core release upgrade
- A computer hardware upgrade is provided to support a core system software upgrade

- Does not include upgrades to clinical applications

Specifications
X-ray tube MRC 200+ GS 0407
Anode heat dissipation
21,000 W
Ceiling-mounted stand
C-arm Z rotation
-90° to +90°
C-arm Z rotation speed
12°/sec
C-arm rotation in head-end position
120° LAO, 185° RAO
C-arm rotation in side position
90° LAO, 90° RAO
C-arm angulation head-end position
90°cranial, 90° caudal
C-arm angulation in side position
185° cranial, 120° caudal
C-arm rotation/angulation speed
up to 25°/sec
Longitudinal movement
260 cm (102.4”) or 410 cm (161.4”) with an extended rail of 150 cm (59.1”)
Fluoroscopy modes
Pulse rates
0.5 –30 images/sec
Ceiling-mounted stand
C-arm depth
90 cm (35.4“)
X-ray generator
Nominal power
100 kW
Minimum switching time
1 ms
Voltage range
40 - 125 kV
Maximum current
1000 mA at 100 kV
Maximum continuous power
2.5 kW for 15 minutes, 1.5 kW for 8 hours
Ceiling-mounted stand
Focal spot to isocenter
81 cm (31.9“)
Isocenter-to-floor distance
106.5 cm (41.9“)
Monitor concept (exam room)
Longitudinal movement of monitor rail
max. 330 cm (129.9“)
Transversal movement of monitor rail
max. 293 cm (115.4“)

Height movement of monitor frame
motorized 32 cm (12.6“) or 52 cm (20.5“)
Monitor concept (control room)
Amount of monitors delivered
2 x 24” color monitors
X-ray tube MRC 200+ GS 0407
Focal spot size
0.4/0.7 nominal focal spot values
Loadability
max. 30 kW resp. 65 kW on small resp. large focal spot
Fluoro power for 10 min
4,500 W
Fluoro power for 20 min
4,000 W
Flat detector
Maximum field of view
48 cm (19“) diagonal
X-ray sensitive area
1,904 x 2,586 pixels
Detector zoom fields
48, 42, 37, 31, 27, 22, 19, 15 cm 19, 16.5, 14.6, 12.2, 10.6, 8.7, 7.5, 5.9“
Monitor concept (exam room)
Rotation range of monitor frame
360°
Ceiling-mounted stand
Source-to-image distance
89.5 cm to 119.5 cm (35.2” to 47.0“)
Monitor concept (exam room)
Amount of monitors delivered
1 x 27” color monitors
Resolution of monitors
1,920 x 1,080 Full HD
Monitor concept (control room)
Resolution of monitors
1,920 x 1,080 Full HD
X-ray tube MRC 200+ GS 0407
Max. assembly continuous heat dissipation
4,000 W
Anode target angle
11°
Flat detector
DQE (0)
77% at 0 lp/mm
X-ray tube MRC 200+ GS 0407
Extra pre-filtration
SpectraBeam filters with 0.1, 0.4, 0.9 mm Cu and 1 mm Al backing
Flat detector
Pixel pitch
154 micrometer x 154 micrometer
MTF at 1 lp/mm

59% (typical)
Detector bit depth
16 bits
Size of detector housing
67 cm (26“) diagonal, including BodyGuard
Detector dimension
47.2 x 36.0 cm (18.6 x 14 .2“)
Digital acquisition X-ray protocols
DSA frame rates
0.5 to 6 images/sec.
Image storage
50,000 images (based on 1,024 matrix)
Cardio and cine mode
3.75 to 10 images/sec
Fluoroscopy modes
Fluoroscopy storage
enabled with FluoroStore button on imaging module
Fluoroscopy storage capacity
up to 2000 images
Grid-switched pulsed fluoroscopy
Yes
Ceiling-mounted stand
Longitudinal/Lateral speed
15 cm/sec (5.9”/sec)
Quantitative Vascular Analysis

Key benefits

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

Easily obtain objective assessment of aortic and peripheral vasculature

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

Specifications:

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

- Store result page

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

2nd touch screen module

Key Benefits

- Control system operations with a second touch screen module

Tablet-like touch screen control
During an intervention flexible control of applications and system operations can support fast decisions and communication with team members. The touch screen module provides fast, tablet-like touch response to control system operations. Up to three touch screen modules can be connected to the X-ray system: on the table, on the pedestal and in the control room.

Specifications
The second touch screen module is similar to the standard touch screen module and provides touch screen control of displayed functionality. The following functions can be made available providing the relevant commercial options have been selected:

- Acquisition settings
- Image processing controls
- Channel selection for MultiVision
- Automatic position control (optional)
- Quantitative Analysis controls (optional)
- Xcelera and IntelliSpace Portal viewing (optional)
- Interventional tool controls (optional)
- 3D-RA, Dynamic 3D Roadmap (optional)
- StentBoost, 3D-CA (optional)
- XperCT, XperGuide (optional)
- XIM physio monitoring controls (optional)

Connectivity:
A maximum of 3 touch screen modules can be connected to the X-ray system:

- one touch screen module on the table
- one touch screen module in the Control Room
- one touch screen module on the pedestal

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

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

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

Specifications

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

Black Anti-fatigue Floor Mat w/logo.
36"x60"

Advanced Room Solutions Plus

Details
Advanced Room Solutions Plus facilitates an interactive 3D lab visualization of 2D site plans allowing for a more intuitive understanding of the entire solution before it is installed. It enables an interactive lab design that allows viewing of standard room templates, interaction with systems and models, and creation of 3D customized room layouts and site plans, and configuration of multiple rooms.
Includes
The Azurion is delivered with the following patient table accessories: lower body protection UT70-10WS, pan handle, set of elbow supports and arm support board, and head support.
Disclaimers
The Philips Azurion 7 M20 is a Medical Device as defined in Regulation (EU) 2017/745 (EU-MDR). The Philips Azurion 7 C20 is a commercial package and represents a base configuration within the Azurion 7 M20 medical product.
The content and specifications of the base configuration can be altered by adding additional options to the system configuration. Typical examples are the amount and characteristics of viewing monitors in the exam and control room, enabled X-ray protocols, or table specifications. If altered specifications apply, this will be listed in the respective option article.
The Azurion system delivered can deviate from the product image shown depending on options selected as part of the overall configuration.
The compatible applications Philips SmartCT, Philips IntraSight and Philips Hemo System are independent medical products, which have to be purchased separately. Their commercial availability depends on local clearance. Please reach out to your local sales representative for further information.

1.2 **UPS Socomec Modulys, Compact Full Load 75kva , UL** 1
Article No. 989801278456

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Introduction

Compact Full system UPS

Details

Socomec Modulys Full Load fluoro 7f5kva UPS (1 cabinet)
Including remote display panel
This UPS has a third-party product compatibility declaration from Philips Medical Systems Nederland B.V

1.3	**No, not ordering IntraSight 7** **Article No. NNAE732**	1
1.4	**Azurion Clinical Education Pkg** **Article No. NNAE675**	1

Azurion Clinical Education Pkg

Clinical Education Program for Azurion System:

Essentials Offsite Education: Philips will provide two (2) Cardiovascular Technologists, Registered Technologists, Registered Nurse, or other system operators as selected by customer, with in-depth didactic, tutorial, and hands-on training covering basic functionality and work-flow of the cardiovascular imaging system. In order to provide trainees with the ability to apply all fundamental functioning on their system, and to achieve maximum effectiveness, this class should be attended no earlier than two weeks prior to system installation. This twenty-eight (28) hour class is located in Cleveland, Ohio, and is scheduled based on your equipment configuration and availability. Due to program updates, the number of class hours is subject to change without notice. Customer will be notified of current, total class hours at the time of registration. This class is a prerequisite to your equipment handover OnSite Education. CEU credits may be available for each participant that meets the guidelines provided by Philips. Please refer to guidelines for more information. **In the event that an EP Navigator workstation has also been ordered, the offsite training course will be tailored to focus on the electrophysiology functionality of the Azurion system and the EPN workstation. Travel and lodging are not included, but may be purchased through Philips. It is highly recommended that 989801292102 (CV Full Travel Pkg OffSite) is purchased with all OffSite courses.** Clinical Services cancellation policies apply and will be provided during scheduling process.

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

Initial Handover OnSite Education: The primary Philips Education Specialists will provide one consecutive session of twenty-eight (28) hours of education for up to four (4) students, selected by customer, including technologists from night/weekend shifts if necessary. Students should attend all 28

hours, and must include the two OffSite education attendees. CEU credits may be available for each participant that meets the guidelines provided by Philips. Please refer to guidelines for more information. Note: Site must be patient-ready. Philips personnel are not responsible for actual patient contact or operation of equipment during education sessions except to demonstrate proper equipment operation. **It is highly recommended for systems that are fully loaded or for customers with a large number of staff members to also purchase 989801292099 (CV Add OnSite Clin Educ 24h).** Clinical Services cancellation policies apply and will be provided during scheduling process.

FollowUp OnSite Education: Philips Education Specialists will provide one consecutive session of sixteen (16) hours of education for up to four (4) students, selected by customer, including technologists from night/weekend shifts if necessary. Students should attend all 16 hours, and must include the two OffSite education attendees. CEU credits may be available for each participant that meets the guidelines provided by Philips. Please refer to guidelines for more information. Note: Site must be patient-ready. Philips personnel are not responsible for actual patient contact or operation of equipment during education sessions except to demonstrate proper equipment operation. Clinical Services cancellation policies apply and will be provided during scheduling process.

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

1.5 **L4L w/ Techn Maximizer Subscr.** 1
Article No. NCVC831

The Like4Like Catalyst conversion program with Technology Maximizer subscription, is a proposition to reward our Loyal Customers with a better value.

Key Benefits
Re-use of already purchased functionality by porting this from the current system to the new Azurion configuration at no costs, At the same time we include a **Convenient and efficient way** to keep pace with clinical innovation, by bundling it with our Technology Maximizer. It addresses the customer's **clinical, operational** and **financial** needs, while eliminating the hassle they would normally have to buy an upgrade to the system during the lifecycle.

Like4Like conversion is applicable to the Clinical Quantification programs, as well as to the Interventional WorkSpot tools. As part of the offering and bundling with Technology Maximizer, a new Interventional Workstation will be included with Real Time Link.

Philips Technology Maximizer is a service offering next to our maintenance service agreements that helps you maximize your clinical capabilities and equipment performance with a software and hardware refresh program that keeps the system technology state-of-the-art for 5 years after installation.

It takes care and addresses:
• Image Quality improvements
• Compliance with evolving regulations
• Connectivity & cyber security advances
• Software Upgrades
• Hardware Refresh
• Clinical training with each upgrade

• and have this bundled with, at a reduced price compared to regular purchase

1.6 **ClarityIQ.** 1
Article No. NCVD069

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

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

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

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

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

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

1.7 **MRC200+ GS 04/07** 1
Article No. NCVD220

Maximus ROTALIX Ceramic grid switch tube assembly MRC200+ GS 0407

The MRC 200+ GS 04 07 tube assembly and cooling unit CU 3101 for cardiovascular systems comprises:
- 0.4/0.7 mm nominal focal spot values maximal 30 and 65 kW short time load
- Grid switching at pulsed fluoroscopy and low load exposure (to eliminate soft radiation and improve image quality)
- Continuous loadability: 3400 W (at 21 degrees C room temperature) / 4000 W (= Max assembly continuous heat dissipation)

- Application of SpectraBeam dose management
- Tube housing is oil cooled with thermal safety switch
- Maximum anode cooling rate of 1820 kHU/min
- Anode heat storage capacity of 6.4 [MHUeff]

1.8 **FlexVision 55-inch** 1
Article No. NCVC716

Introduction

The FlexVision 55-inch is an integrated viewing solution designed to visualize all procedure relevant clinical information on one large medical grade ultra-high-definition exam room monitor with customizable layout options. The VoIP-based video management system allows to connect up to 20 external signals next to the available Azurion X-ray signals and can be intuitively controlled on the Azurion touch screen module in the exam room.

Key Benefits

- - Procedure specific visualization of clinically relevant information (X-ray and 3rd party) based on large number of selectable monitor layout settings
- - Connect up to 20 external video sources. 8 video sources can be visualized simultaneously to provide comprehensive decision support during your clinical procedure
- - Selection of displayed video sources and monitor layouts can be automated procedure- and physician-specific using Azurion Procedure Cards
- - Intuitive controls using the Azurion touch screen module in exam room to flexibly adjust selected monitor layout or displayed video source during the procedure
- - Large LCD monitor provides ultra-high-definition (UHD) resolution to support visualization of fine details and address ergonomic needs of the medical staff

Specifications

Monitor

Size	55-inch	**Format**	Native resolution: 3840 x 2160
Viewing angle	Approximately 176° Contrast ratio at - viewing angle of 40° ≥ 700:1 - viewing angle of 20° ≥ 1800:1	**Contrast ratio**	3000:1 (typical), 2000:1 (stabilized)
Brightness	Max: 875 Cd/m2 (typical) Stabilized: 400 Cd/m2		

Additional Information

The delivered monitor size is subject to commercial and regulatory availability of monitor type.

1.9 **FlexVision install on rails** 1
Article No. NCVC718

Introduction

The FlexVision large screen will be installed in a monitor frame, which is mounted to the Philips rail-based ceiling suspension. The longitudinal and lateral movement capabilities support a flexible monitor positioning around the patient table to support different working positions of the medical staff depending on procedure type and approach.

Specifications

Ceiling-mounted stand

Longitudinal movement	360cm (141.7 inch)	**Lateral movement**	300cm (118.1 inch)

1.10 **Video input WCB on 1st MCS** 1
Article No. FCV0981

Introduction

A wall connection box attached to the mounting ceiling suspension platform, providing one connection point, DVI or Display Port, to the Azurion system.

Details

The wall connection box attached to the mounting ceiling suspension platform (MCS) provides one connection point, DVI or Display Port, to the Azurion system for Ethernet, video, and USB (Universal Serial Bus). The system powers it and can be installed in the examination room. Once the connection is established it is possible to display a video source (up to FHD resolution) on a monitor and control the connected system.

Includes

1. One cable 3 m DVI-I to DVI-I (3m) and one cable DisplayPort to DisplayPort (3m)

2. A wall connection box, supporting resolutions up to 1920 x 1200 x 60 Hz (WUXGA)

1.11 **Video input WCB outside the MCS** 4
Article No. FCV0985

Key Benefits

- Cable length: 3 m DVI-I to DVI-I cable and 3 m DP to DP cable
- Supported resolutions: up to 1920 x 1200 x 60 Hz (WUXGA)
- Supported features: EDID (Extended Display Identification Data) / DDC2, Hot Plug Detect optionally

- If required, an HDMI-DVI cable can be ordered separately

Details

The wall connection box provides one connection point, DVI or Display Port, to the Azurion system for Ethernet, video, and USB (User Service Bus). It can be installed in the control room, the examination room, and the technical room and is powered by the hospital mains. Once the connection is established it's possible to display a video source on a monitor and control the connected system.

1.12 **SmartMask Monoplane** 1
Article No. NCVD072

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

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

Specifications
The reference image can be faded in/out with variable intensity, controlled from tableside. SmartMask uses the reference image displayed on the reference monitor. Any previously acquired image can be used as reference. SmartMask facilitates pre- and post- intervention comparisons to assess treatment results.

1.13 **Intercom** 1
Article No. NCVA082

• Enhance communication between exam room and control room

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

1.14 **Premium Table (Pivot, APC, Volcano)** 1
Article No. NCVD606

Introduction

The Azurion premium patient table is designed to support a full range of interventional procedures. It enables automated positioning, clinical flexibility and is ready to support IVUS and physiology imaging at table side.

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Key Benefits

- Remarkably high patient load ability, while enabling effortless table panning
- Allows for emergency CPR in any table position
- Excellent patient positioning with remarkable flexibility and easy patient transfer
- Save time and manage X-ray dose with automatic positioning
- Prepared for IVUS and physiology integration at table side with a Philips IntraSight system

Details

The Azurion premium patient table supports a wide range of routine and complex interventional procedures. The table is equipped with a feather-light free floating table top for remarkably high patient load ability, whilst enabling effortless table panning. It is also designed to allow for emergency cardiopulmonary resuscitation (CPR) in any table position.

The table is equipped with our pivot feature simplifying transradial access, upper extremity angiography and patient transfer. One finger push-to-pivot allows effortless patient positioning. The table moves with minimal friction, making it even easier to move larger patients. A secure mechanism locks the tabletop in place to prevent it from moving.

The included full system Automatic Position Control (APC) functionality is designed to save time and manage X-ray dose. Reproducing precise coordinates (height, longitudinal and lateral positions) is critical for obtaining accurate visualizations. Therefore, the table features an easy way to recall and store stand and table positions, to help manage x-ray dose and improve efficiency. The integrated tabletop brake kit also prevents the tabletop from floating when power goes off.

The table comes with the required cabling pre-installed to connect a Philips IntraSight system that allows for easy control of your IVUS and physiology imaging at table side. The cabling is neatly routed through the table base, reducing clutter and supporting a clean work environment.

Specifications

Patient table			
Table height (min./max.)	74 -104 cm (29.1 inch - 40.9 inch)	**Tabletop length (incl. OR rail)**	319 cm (125.6 inch)
Tabletop width	50 cm (19.7 inch)	**Max. table load**	275 kg (606 lbs) + 500 N additional force max. tabletop extension in case of CPR
Max. patient weight	250 kg (551 lbs)	**Table up/down the speed**	30 mm/s (1.2 inch/s)
Pivot range	-90°/+180° or -180°/+90°	**Detent positions for pivot movement**	0°, 13°, 90° and 180° or -180° (+/- 0.5°)

Includes

The Azurion premium patient table includes: Pivot, Full-system auto-position control (APC), Prep table for IntraSight.

The patient table is delivered with the following accessories: a patient mattress, patient straps, drip stand, OP rail accessory clamps and cable holders (15 pieces). It also includes an additional OR rail at the Azurion table base to mount the Bedside Utility Box (BUB) of Philips IntraSight or Philips Core.

Additional Information

The Azurion premium patient table can be extended with the prepared for table mount injection option and subtracted bolus chase option.

The table height range can change due to other options. If altered specifications apply, this will be listed in the respective option article.

1.15 **Table mounted radiation shield** 1
Article No. FCV0625

Introduction

Protect the upper body from scatter radiation

Details

Specifications
- Lower shield measuring 70 cm high x 80 cm wide curved shape, 0.5 mm Pb equivalence
- Upper shield measuring 40 cm high x 50 cm wide 0.5 mm Pb equivalence
- Mounting clamp
- Docking device for wall mounting.

The Radiation Shield is a Medical Device as defined in Regulation (EU) 2017/745 (EU-MDR)

Includes

Radiation shields can provide substantial protection from scatter radiation during interventions. The table mounted radiation shield is designed to offer additional protection for the physician and staff against scatter radiation during procedures. The shield consists of two protective parts: a lower shield and an upper shield.

The shields can be mounted to either the right or left table accessory rails. Each radiation shield can be easily pivoted into the required working position and parked underneath the tabletop to facilitate patient preparation. The upper shield can be positioned upright to provide protection, or can be folded down for free access to the patient.

1.16 **table accessory rail** 1
Article No. FCV0816

An extension for the table op-rail

Key benefits
• Extend the length of the OP rail to fit cardio and neuro tabletops
• Position operating modules and/or accessories conveniently

• Work comfortably at the head end of the table

Extend the length of the OP rail
To provide more flexibility when working at the head end of the cardio and neuro tabletops, the auxiliary OP (operation profile) rail can be extended by 500 mm with the additional OP rail. This rail is used to position operating modules and/or accessories closer to the head end of the tabletop. This allows the user to work comfortably when performing pacemaker implantations, venous jugular catheter insertions, and other procedures near the patient's head.

Specifications
• The additional OP rail can be mounted on either side of the tabletop where no OP rails are mounted.
• The additional OP rail is compatible with AD5 and AD7 Table (cardio and neuro) patient tabletops.
• The OP rail has the same profile and dimensions as the current standard OP rail.
• The maximum load (downwards) on the additional OP rail is 100 N (F=100N), determined by the tabletop of the patient table.
• The maximum mechanical moment on the additional OP rail is 40Nm downwards and 20Nm upwards (this is limited by the tabletop of the patient table)

1.17 **L4L Quant. Coronary Analysis** 1
Article No. NCVC826

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

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

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

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

1.18 **L4L Left Ventricular Analysis** 1
Article No. NCVC827

Key benefits
• Allows quantitative quantification of left ventricular volumes

• Designed for efficiency with single click functions and fast results

Easily obtain objective assessment of coronary artery
To support decision making and allow quantitative assessment of anatomy during cardiac interventions, the 2D Left Ventricular Analysis option supports quantification of left ventricular volumes and local wall motion from angiographic series. It calculates the ejection fraction and local wall motion parameters in different formats. Wall contours can be easily drawn both automatically and manually.

Specifications
• Various LV-volumes: ED, ES, Stroke Volume
• Ejection Fraction
• Cardiac Output
• Centerline Wall Motion
• Slager Wall Motion
• Automated and manual calibration routines
• ECG visualization facilitates image selection for analysis
• Store result pages

1.19 **Remote Service IGT**
Article No. 722240

Details

Configured offering

1.20 **Unknown (for quoting purposes)** 1
Article No. NCVB121

1.21 **Cabinet Rear Cover** 1
Article No. 459801079651

Cabinet Rear Cover

1.22 **Cabinet Rear Cover Deep** 2
Article No. 459801613311

Introduction

The Cabinet Rear Cover Deep is part of the Azurion technical cabinets and, depending on country of delivery, can be delivered before the actual system delivery to support a more efficient installation process.

1.23 **Patient table adaptation plate** 1
Article No. 989600213943

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Introduction

The patient table adaptation plate is designed to simplify the installation process of the Azurion patient table. As the adaptation plate can be installed on top of the room floor, it is not necessary to carry out extensive floor construction works, which is usually required in case the floorplate is embedded into the floor.

Details

This option increases the minimum table height, specified in the default configuration, by 3cm (1.2 inch).

Includes

The patient table adaptation plate is backwards compatible. This means that a new Philips Azurion patient table can be mounted on top of an existing floorplate of predecessor tables, which were used in the previous Philips Allura platform (AD5 patient table).

1.24 **Clip rail 390 cm G-Stand** 1
Article No. 459800660501

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

1.25 **Clip rails for Monitor Ceiling Carriage (390cm, 153.5")** 1
Article No. 459800938361

Introduction

The clip rails for the Monitor Ceiling Carriage (MCC) are part of the ceiling rail construction, which holds the exam room monitors. Depending on country of delivery, these rails can be delivered and installed before the actual delivery of the Philips Azurion IGT system to support a more efficient installation process.

1.26 **MONITOR CEILING CARRIAGE** 1
Article No. 459800706723

Introduction

The Monitor Ceiling Carriage is a part of the exam room monitor ceiling rail construction and enables transverse movements of the monitor frame. This article is listed separately in the quotation to allow for delivery in advance to the rest of the system, which can support a more efficient installation process.

Line	Description	Qty

2 **CV Third Party Products**
Article No. 100133

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Details

Configured offering

2.1 **Port2 Lamp Yled 70K-lux focus&arm** 1
Article No. 989806100590

Details

Yled Lamp, 70.000 Lux focusable LED examination Lamp, incl sterilizable handle, power supply unit build in,
incl. an electrical portegra2 extension spring arm 75/91cm

2.2 **Port2 Track250cm&Trolley column 57cm** 1
Article No. 989806100465

Details

Portegra2 360 System, ceiling track 250cm with 360 degrees trolley with column 57cm long with brake handle extension

2.3 **Port2 cable spooler 250CM** 1
Article No. 989804306796

Details

Cable spooler fitting kit for track length = 2500 mm

2.4 **MD/Portegra2 LeadShield OT50001** 1
Article No. 989804306745

Details

Model OT50001 (Patient right side), Dimensions: 61 x 76 cm, Pb 0.5 mm, lead acrylic shield with a patient-contour cut out for positioning over the patient guided by a removable handle,
incl a Portegra2 Extension Spring arm 75/91cm

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4. Local Sales Terms and Conditions

Line	Product Code	Contract Name	Contract No.	Invoice Schedule
1	722234 Azurion 7 M20	PROVIDENCE ST JOSEPH HEALTH LSP0003300 IGT-Fixed, CC	LSP0003300_IGT-Fixed, CC	0/80/20
2	100133 CV Third Party Products	PROVIDENCE ST JOSEPH HEALTH LSP0003300 IGT-Fixed, CC	LSP0003300_IGT-Fixed, CC	0/80/20

Payment Terms US: Net 45 Days

INCO Terms: Free On Board Destination

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

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

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

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

All amounts in this quote are in USD

Additional Terms US:

This purchase is governed Contract Name defined in the Local Sales Terms and Conditions; the specific Vizient Contract number identified in the Contract Name, as well as any Philips Standard Terms and Conditions of Sale and Software License, set forth below, to the extent not in conflict with the applicable Vizient Contract terms.

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5. Acceptance by Parties

Invoice to:
Alaska Heart and Vascular Institute
3841 Piper St Ste T-100
Anchorage, AK 99508-4674

Ship to:
Alaska Heart and Vascular Institute
3841 Piper St Ste T-100
Anchorage, AK 99508-4674

	Total Net Price
Total Net Price	$ 811,155.54

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 _____
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: _____

Print Name: _____

Title: _____

Date: _____

PHILIPS SIGNATURE
by its authorized representative

Signature: _____

Print Name: _____

Title: _____

Date: _____

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6. Philips Standard Terms and Conditions

General Terms and Conditions of Sale and Software License
("Conditions of Sale") (Rev 26)

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, and any schedules and attachments attached hereto. The Quotation expires as indicated and may be amended or revoked by Philips before Customer's acceptance. Purchase orders (POs) will serve only as Customer's acceptance of the Quotation and these Conditions of Sale in the absence of a signature of Customer's authorized representative on the Quotation. Any different or additional terms proposed by Customer are rejected and do not apply.

1.2 Prices and payment terms are in the Quotation. Net payment terms are based on invoice date. 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 cancelation charges in this section will apply according to their terms. In all cases cancelation 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 Philips' Product-specific warranties are set forth at https://www.usa.philips.com/healthcare/support/terms-and-conditions, and such terms and conditions are incorporated herein as applicable to the Products under the Quotation. Customer's signature on, or issuance of PO in connection with, the Quotation will be deemed agreement that such Product-specific warranty(ies) apply to Customer's purchase. In the event a warranty is not listed on such webpage for a Product under the Quotation, the following Sections 4.2-4.9 apply to Customer's purchase.

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 REPRSENTING 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 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 Customer acknowledges that certain policies, schedules, Product-specific terms, and other documents referenced in these Conditions of Sale are provided via embedded hyperlinks (collectively, "Hyperlinked Terms"). Customer represents that it has the ability to access, download, and store the Hyperlinked Terms and agrees that all Hyperlinked Terms are incorporated into, and form part of, these Conditions of Sale as if set out in full. If a hyperlink changes or is unavailable, the then-current version of the relevant Hyperlinked Term identified by title and version/date will control, and Philips will provide a copy upon request.

13.14 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.

13.15 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.

PHILIPS

Schedule 1
Imaging Systems Portfolio (IS) (Rev 26)

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.

PHILIPS

Schedule 1-B
Additional Terms and Conditions for Azurion Release 3 – Technology Maximizer Essential Program (Rev 26)

1. Services

1.1 Philips Technology Maximizer (alternately referred to as Tech Max) Essential program is included in Customer's purchase of an Azurion Release 3 Product for five years from Product installation date ("Term"). Philips will make available upgrade(s) for the equipment as specified on the Quotation ("Equipment") as outlined below and according to the Quotation to maintain the Equipment at latest configuration including:

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");

1.1.2 Third-party operating system (OS) updates;

1.1.3 Any available safety and security updates, which are included in a major release;

1.1.4 Limited clinical training for new or enhanced functionality if operational workflows are modified as part of an upgrade; and

1.1.5 A one-time computer hardware replacement.

2. Terms and Conditions of Technology Maximizer

2.1 Philips will provide Technology Maximizer Essential for the Equipment, identified by its serial number following installation, during the Term.

2.2 Technology Maximizer does not include basic Equipment preventive maintenance.

2.3 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.

2.4 Software Warranty. All Philips Licensed Software upgrades issued under the Quotation 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.

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

2.5.1 made commercially available by Philips during the Term;

2.5.2 supported by the Equipment hardware and configuration; and

2.5.3 intended for use in the "clinical domain" identified in the Quotation or otherwise as explicitly specified in the Quotation.

2.6 Upgrade Delivery Process. Philips will notify Customer of a qualifying upgrade. Customer must provide written notice (email is sufficient) during the Term of intent to receive the upgrade. If Customer does not provide written notice of intent to receive the upgrade, then Philips is under no obligation to provide such upgrade. To be eligible to receive the upgrade, Customer must accept an upgrade made available within the Term and have the upgrade scheduled for installation during the Term or within one year following expiration of the Term.

2.7 Upgrade Limitations. Upgrades provided under Technology Maximizer may not be sold, transferred, or assigned to any other product or third party

2.8 Parts removed for an upgrade become Philips' property.

2.9 Availability limitation. If Customer refuses the installation of an upgrade or no upgrade is provided by Philips (for any reason, e.g., not made available commercially) during the Term, no credit or refund is provided. Philips makes no representations in number of upgrades or enhancements made available during the Term. The release of all third-party software publishers' upgrades is at the sole discretion of the software publisher, only to the extent made available to Philips, and 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.

PHILIPS

Schedule 14
Additional Terms and Conditions for Technology Maximizer (Rev 26)

1. Services

If Philips Technology Maximizer ("Technology Maximizer" or "Tech Max") is purchased under this Agreement for a specific piece of Equipment identified by its serial number following installation ("Covered System"), and the requirements of the Agreement are satisfied, then Philips will make available upgrade(s) during the 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 To receive Technology Maximizer upgrade(s) designated for remote deployment, Customer must ensure the enablement of Philips Remote Service for establishing remote connectivity between the Covered System and Philips.

2.10 To receive Technology Maximizer upgrades, the Covered System must be up to date with all preventative maintenance and operating within specifications. If the Covered System is not under a Philips maintenance agreement that includes regular preventative maintenance, and repairs are necessary to bring the Covered System within specifications, the Technology Maximizer upgrade will not cover the cost of such repairs.

2.11 **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.