

101909 EPIQ 7C Ultrasound System

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

Line #	Part #	Description	Qty	Each	Price
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1		EPIQ 7C 3D Innovation Pk	1		
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EPIQ 7 is a new direction for premium ultrasound featuring an uncompromised level of clinical performance to meet the challenges of today's most demanding practices– the most powerful architecture ever applied to ultrasound imaging – touching all aspects of acoustic acquisition and processing allowing you to truly experience Ultrasound's evolution to a more definitive modality.

Supported by our family of proprietary xMATRIX transducers and our leading edge of Anatomical Intelligence, this platform offers our highest level of premium performance. Reinvention of the premium ultrasound user experience

- New tablet like interface revolutionizes how you interact with the system resulting in dramatic reduction of exam reach and exam steps. (11% reduction in total steps, 80% reduction in long reaches)
- Lightest premium system in its class (210 pounds) – 45% lighter than the heaviest competitive premium system.
- Large 21-inch high definition LCD display for easy viewing in virtually any environment
- Infinite articulation of control panel and monitor allows for perfect alignment whether sitting or standing (720 degrees of freedom) to scan ergonomically
- Almost silent when running (37-41bD) – equivalent to the sound of a library
- 4 transducer ports
- Ambient lighting of transducer connectors and the peripheral housing bay
- Integrated footrest
- Integrated storage shelves
- 4 wheel swivel and swivel/brake lock control

The most powerful architecture ever applied to ultrasound imaging

- Proprietary nSight architecture - a totally new way to form ultrasound images – all without compromise.

The combination of a new precision beamformer and massive parallel processing allow EPIQ 7 to receive and process an enormous amount of acoustic data allowing the system to focus down to the pixel level...all in real time.

- Up to 7,071,744 total digital channels (xMATRIX configuration)
- Up to 4,718,592 total digital channels (non xMATRIX configuration)
- Exclusive adaptive signal to noise ratio that achieves system dynamic range of up to 320 dB for improved 2D
- Windows Embedded Standard 7 Operating System
- Next Generation SonoCT Real-Time Compounding, with Widescreen capability and up to 9 beam-steered lines of sight that acquires more information and reduces angle-generated artifacts

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- next generation XRES Adaptive Image Processing for noise and artifact reduction to improve tissue and border definition
- Fully independent, multiple mode Triplex operation

Transducers

Advanced MicroConnector technology offers pinless design for exceptional reliability and performance that feature:

- Ergonomic designs with lightweight flexible cables
- New low-loss technology for better penetration with fewer artifacts
- Breakthrough frequency bandwidths and array configurations

Supports array configurations up to 20 MHz – sector, linear, curved, tightly curved, TEE and xMATRIX volume transducers

Automation

Designed with our most innovative tools to maximize efficiency

- Autoscan (real time iSCAN) automatically optimizes gain while imaging and TCG continuously to assure you are achieving an optimal image in 2D & Live 3D.
- Intelligent Tissue Specific Imaging
- Application-specific and user definable Quicktext Automatic Annotation
- QuickSAVE User Defined Programs (up to 45 per transducer)
- SmartExam system-guided protocols with new features that include exam record and automatic mode switching to greatly improve workflow efficiencies
- Vascular Auto Doppler automatically adjusts color box position and angle, as well as sample volume placement and angle. Also includes Auto Flow Tracking for automatic angle correction with sample volume movements
- Vascular High-Q Automatic Doppler provides real-time tracking of Doppler signal, automatically selecting the highest peak velocity and with the touch of a button, adding measurements to your report.

Data

- Multi Modality Query Retrieve (Allows for the viewing of DICOM CT, iXR, NM, MRI and ultrasound images – you can review these images while you are live imaging)
- NetLink/DICOM 3.0 provides network print and store, commit, modality worklist, DICOM Query and Retrieve, and structured reporting for adult and pediatric echo and vascular
- DICOM 3.0 Print and Store capability to internal drive or DVD/CD
- Integrated Wireless DICOM with WEP security
- On-board workstation-class data management with thumbnail previews and storage of images, loops, and reports
- Retrospective and prospective clip capture to internal drive or removable media
- Integrated DVD/CD burning capability for storage of DICOM images or export in JPEG and .avi for PC compatibility
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Other Core Features

- Tissue Doppler Imaging

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- Cardiac Stress Echo, with Defer Selection and Live Compare functions
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- Temporary ID
- LVO Contrast
- Cineloop Image, M-Mode and Doppler Review
- High Definition Write Zoom and Read Zoom with pan features
- Measurement tools including: distance, depth, area, and circumference
- Volume Flow Measurements
- User Defined Calculations
- Application-specific Body Mark selections
- Color Power Angio

Region of interest Q-App (ROI)

Designed to increase the consistency and reliability of acoustic measurements while reducing the effort required to successfully perform ROI analysis for contrast imaging, tissue analysis and color Doppler.

Intima Media Thickness Q-App (IMT)

Provides automated measurements of intima media thickness in carotids and other superficial vessels, and eliminates the need to manually position cursors, minimizing the time needed to complete an IMT study.

Strain Quantification Q-App (SQ)

Measures the myocardial velocity from Color Tissue Doppler (aka TDI) datasets and derives the displacement, strain and strain rate along user-defined M-Lines; includes ability to overlay opening and closing of aortic and mitral valves on SQ curves to display Left Ventricle mechanical events; and the user selectable waveform display makes SQ curves easier to read.

xMATRIX xPlane and Live 3D

Provides a combination of functionality when using xMATRIX transducers in both 2D and Live 3D modes.

iRotate: ability to the 2D imaging plane without rotating the transducer. iRotate can be used in 2D and color flow. Can also be incorporated into 2D Stress Echo protocols to minimize acquisition times and improve reproducibility of images at different stages (X5-1 and X7-2t only). Live xPLANE: ability to image and acquire 2 orthogonal 2D images. The orthogonal plane can be tilted in the lateral or elevation plane as well as be rotated. Works in 2D and in color flow (all xMATRIX transducers).

Live 3D: ability to perform real time Live 3D (dynamic 3D) allowing assessment of structures and its relationship within the anatomy, in greyscale and color Doppler. Zoom functionality optimized for detailed Live 3D imaging of specific anatomic structures. (all xMATRIX transducers). Live 3D Full Volumes: ability to capture a large volume in Live 3D. Designed to encompass the entire heart. Can be performed in greyscale or with color Doppler. Multiple acquisition modes available, from 1 to 6 beats cardiac cycles.(X5-1 and X7-2t only).

Automated 2D Quantification Q-App (a2DQ)

Automatically draws a region of interest based on the selected anatomical view, (user can edit the ROI if desired) and generates LV Ejection Fraction (EF), End Systolic Volume (ESV) and End Diastolic Volume (EDV). Also provides an in-depth report displaying areas, volumes and advanced parameters for LV systolic and diastolic function including: LV Ejection Fraction (EF), Peak Ejection Rate (PER), Peak Rapid Filling Rate (PRFR) and Atrial Filling Fraction (AFF). TMAD

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allows visualization and quantification of Atrio-Ventricular Annulus planes motion in order to assess cardiac global function in an easy workflow that facilitates trending reports.

Automated Cardiac Motion Quantification Q-App

Automatically draws a region of interest based on the selected anatomical view, (user can edit the ROI if desired) and generates measurements of the global and regional functions and reports them in a table, a 17-segment bull's eye, and a variety of waveform displays. It additionally computes LV Ejection Fraction (EF), End Systolic Volume (ESV) and End Diastolic Volume (EDV).

- PureWave sector transducers only (S5-1, X5-1, X7-2t)

CV Clinical Option Pkg

Includes the following:

- Adult Echo
- Ped Echo
- Fetal Echo
- Vascular
- TCD

3DQ Apps Bundle

Provides both 3DQ and 3DQA Q-Apps

Cardiac 3D Quantification Q-App (3DQ): Provides easy access to Live 3D, 3D Zoom, Full Volume and 3D Color data sets; Offers viewing, cropping, slicing and quantification including distance measurements, area, Bi-plane LV Volume, Ejection Fraction (EF) and LV Mass calculations; 3DQ also provides Multiplanar Reconstruction (MPR) views for unlimited anatomical planes from 3D volume and new 3D iSlice generation.

Cardiac 3D Advanced Quantification Q-App (3DQ Advanced): Provides display and manipulation of dynamic three-dimensional rendering and left ventricular (LV) volumes from iE33 systems. MultiPlanar Reconstruction (MPR) views provide unlimited anatomical planes from 3D volume. Measures LV endocardial volumes, stroke volume (SV) and true 3D ejection fraction (EF) using a semi-automated border detection in 3D space. Computes global and regional LV volumes based on ACC 17-segment model. Displays global LV volume waveform and provides selective display of 17 regional volume waveforms. Offers timing assessment for each 17 minimal regional volumes and determine a synchronicity index for all volume segments or a user-selectable group of volume segments. Provides comprehensive report with summary of synchronicity indexes and displays regional Timing and Radial Excursion Parametric Images in bull's-eye representation.

Safeguard

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

Security Plus

Security Plus provides a Defense-in-depth strategy implementing security features designed to help healthcare facilities provide additional patient data privacy, and protection from unauthorized access via the ultrasound systems on hospital networks. New data security enhancements will make EPIQ and Affiniti compatible with data security on medical devices. Requires Evolution 2.0 or later. This feature does not include or require SafeGuard (malware protection).

EPIQ 7 DVD Option

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EPIQ (CV) Clinical Education; *2 days of Implementation Onsite Training (expires 90 days after install, provided Mon-Fri during normal business hours) and an E-Learning subscription; Basic System Training course for two people (expires 180 days after install).**

***Note: personnel are not responsible for actual patient contact or operation of equipment during education sessions except to demonstrate proper equipment operation. The training sessions should be attended by the appropriate healthcare professional as identified by the department director. Repeat training for staff non-attendance will not be accepted. Site must be patient-ready to meet training expectations.

If you are purchasing the 2D Quantification Bundle with a New System you will receive; *1 day offsite Advanced Customer Training course for one (expires 180 days after install). All offsite training includes travel, see travel disclaimer**

If you are purchasing the 2D Quantification Bundle as an upgrade you will receive; *1 day of Implementation Onsite Training (expires 90 days after install, provided Mon-Fri during normal business hours) and *1 day of the offsite Advanced Customer Training course for one (expires 180 days after install). All offsite training includes travel, see travel disclaimer****

*If purchased with Live 3D, offsite advanced customer training tuitions must be used consecutively.

**TRAVEL Disclaimer: Travel & Accommodations for registered attendees. Each tuition includes one (1) participant's airfare from a North American customer location to a Ultrasound Clinical Education training location with modest lodging, ground transportation and meal expenses for the course duration. Breakfast/dinner are provided by the hotel and lunch/breaks are catered by . All other expenses will be the responsibility of the attendee (ie. Baggage fees, meals while traveling, transportation to and from customer's home airport). Details are provided during the scheduling process. Note: 21 day Cancellation/Rescheduling policy is strictly enforced.

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If you are purchasing Live 3D with a New System you will receive; *1 Day offsite Advanced Customer Training course for one (expires 180 days after install), a 3 Day offsite University (expires 275 days after install), A Post University Integration onsite class (expires 365 days after install), and one subscription to E-Echocardiography.com (must be activated within 90 days of code notification). All offsite training includes travel, see travel disclaimer**

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All Tuitions must be registered prior to the expiration date. The course chosen must be taken within 90 days of expiration

2		Physio Kit	1		
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Physio allows EPIQ to receive ECG information via leads connected to patients.

3		Battery Std Life Package	1		
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Highly recommended for portable ultrasound studies. Allows system to be placed in sleep mode and booted up in 20 seconds. Allows activation of the smart handle when not plugged in to central power.

4		Government Security	1		
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Required by all DoD customers. This option disables VNC capabilities (which if enabled would provide remote desktop support) for increased security of data.

5	*	X5-1 Transducer Compact	1		
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xMATRIX transducer with PureWave Crystal Technology. xMATRIX transducer with 5 to 1 MHz extended operating frequency range for adult echo applications in 2D, Live xPlane and Live 3D modes. Highly-functional, ergonomic design that operates in all imaging modes, making it practical for everyday use.

6		X8-2t Transducer	1		
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High frequency xMATRIX sector array transesophageal transducer with PureWave Crystal technology. Fully functional transducer with 8 to 2 MHz extended operating frequency range that images in 2D, Live xPlane, Live 3D, 3D Zoom, Full Volume and 3D color modes. Includes M-Mode, PW Doppler, CW Doppler, harmonics, true electrocautery suppression, and adaptive autocool. Provides a user configurable button on the handle to assist with certain workflow efficiencies during TEE exam. Includes ECG interface cable, and 1 disposable tip protector.

X8-2t Clinical Education

***1 day of Implementation Onsite Training (expires 90 days after install, provided Mon-Fri during normal business hours), a 2 Day offsite TEE University (expires 365 days after install) and one subscription to E-Echocardiography.com (must be activated within 90 days of code notification), Basic System Training course for two people (expires 180 days after install), and a X8-2t TEE eLearning (expires 180 days after install).

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7		D2CWC Transducer	1		
		Non-imaging 2 MHz PW/CW Doppler transducer for cardiac applications.			
8		English Manual	1		
		Operation Manual			

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Region of interest Q-App (ROI)

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xMATRIX xPlane and Live 3D

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CV Clinical Option Pkg

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EPIQ 7 DVD Option

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EPIQ (CV) Clinical Education; ***2 days of Implementation Onsite Training (expires 90 days after install, provided Mon-Fri during normal business hours) and an E-Learning subscription; Basic System Training course for two people (expires 180 days after install).

***Note: Philips Healthcare personnel are not responsible for actual patient contact or operation of equipment during education sessions except to demonstrate proper equipment operation. The training sessions should be attended by the appropriate healthcare professional as identified by the department director. Repeat training for staff non-attendance will not be accepted. Site must be patient-ready to meet training expectations.

If you are purchasing the 2D Quantification Bundle with a New System you will receive; *1 day offsite Advanced Customer Training course for one (expires 180 days after install). All offsite training includes travel, see travel disclaimer**

If you are purchasing the 2D Quantification Bundle as an upgrade you will receive; ***1 day of Implementation Onsite Training (expires 90 days after install, provided Mon-Fri during normal business hours) and *1 day of the offsite Advanced Customer Training course for one (expires 180 days after install). All offsite training includes travel, see travel disclaimer**

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Physio allows EPIQ to receive ECG information via leads connected to patients.

3		Battery Std Life Package	1		
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Highly recommended for portable ultrasound studies. Allows system to be placed in sleep mode and booted up in 20 seconds. Allows activation of the smart handle when not plugged in to central power.

4		Government Security	1		
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Required by all DoD customers. This option disables VNC capabilities (which if enabled would provide remote desktop support) for increased security of data.

5		X5-1 Transducer Compact	1		
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xMATRIX transducer with PureWave Crystal Technology. xMATRIX transducer with 5 to 1 MHz extended operating frequency range for adult echo applications in 2D, Live xPlane and Live 3D modes. Highly-functional, ergonomic design that operates in all imaging modes, making it practical for everyday use.

6	*	X8-2t Transducer	1		
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High frequency xMATRIX sector array transesophageal transducer with PureWave Crystal technology. Fully functional transducer with 8 to 2 MHz extended operating frequency range that images in 2D, Live xPlane, Live 3D, 3D Zoom, Full Volume and 3D color modes. Includes M-Mode, PW Doppler, CW Doppler, harmonics, true electrocautery suppression, and adaptive autocool. Provides a user configurable button on the handle to assist with certain workflow efficiencies during TEE exam. Includes ECG interface cable, and 1 disposable tip protector.

X8-2t Clinical Education

***1 day of Implementation Onsite Training (expires 90 days after install, provided Mon-Fri during normal business hours), a 2 Day offsite TEE University (expires 365 days after install) and one subscription to E-Echocardiography.com (must be activated within 90 days of code notification), Basic System Training course for two people (expires 180 days after install), and a X8-2t TEE eLearning (expires 180 days after install).

All offsite training includes travel, see travel disclaimer**

**TRAVEL Disclaimer: Travel & Accommodations for registered attendees. Each tuition includes one (1) participant's airfare from a North American customer location to a Ultrasound Clinical Education training location with modest lodging, ground transportation and meal expenses for the course duration. Breakfast/dinner are provided by the hotel and lunch/breaks are catered by . All other expenses will be the responsibility of the attendee (ie. Baggage fees, meals while traveling, transportation to and from customer's home airport). Details are provided during the scheduling process. Note: 21 day Cancellation/Rescheduling policy is strictly enforced.

101909 EPIQ 7C Ultrasound System

Line #	Part #	Description	Qty	Each	Price
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Healthcare personnel are not responsible for actual patient contact or operation of equipment during education sessions except to demonstrate proper equipment operation. The training sessions should be attended by the appropriate healthcare professional as identified by the department director. Repeat training for staff non-attendance will not be accepted. Site must be patient-ready to meet training expectations.

7		D2CWC Transducer	1		
		Non-imaging 2 MHz PW/CW Doppler transducer for cardiac applications.			
8		English Manual	1		
		Operation Manual			

Ultrasound Addendum

Xtend Coverage and Philips Maximizer

Terms and Conditions

1.1 Services Provided. The Xtend Coverage (the "Coverage") on the systems listed in the quotation (the "Covered Systems") are offered by Philips Healthcare, a division of Philips Electronics North America Corporation ("Philips") under the Xtend Coverage terms and conditions described below.

(a) **Repair Service.** Commencing on the effective date and subject to the repair limitation below, Philips or Philips' subcontractors will provide repair services for Covered Systems for material defects. Philips will provide all replacement parts, which may be refurbished, and labor necessary to repair Covered Systems. All components used are subject to Philips inspection and quality control procedures, and shall be warranted to the same extent that a non-refurbished component is warranted. Parts removed for replacement become the property of Philips and Philips shall remove parts from Customer's Site. Philips may increase its contract prices if a Covered System is upgraded or reconfigured.

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

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

1.2 Exclusions.

Unless specifically included in the Quotation, the Coverage does not include:

- (a) Servicing a Covered System if contaminated with blood or other potentially infectious substances; Any service necessary due to: (i) a design, specification or instruction provided by Customer or Customer representative; (ii) the failure of anyone to comply with Philips' written instructions or recommendations; (iii) any combining of a Covered System with other manufacturers product or software other than those recommended by Philips; (iv) any alteration or improper storage, handling, use or maintenance of a Covered System by anyone other than Philips' subcontractor or Philips; (v) damage caused by an external source, regardless of nature, unless caused by Philips or Philips' subcontractor; (vi) any removal or relocation of a Covered System; or (vii) neglect or misuse of a Covered System;
- (b) Any cost of materials, supplies, parts, or labor supplied by any party other than Philips or Philips' subcontractors;
- (c) Any rigging or structural alteration incident to the Services;
- (d) Consumable items and supplies (such as biomedical laser tubes and patient used pads), cryogenics, PET calibration sources, film, batteries, cassettes;
- (e) Cosmetic repairs;
- (f) The cost of factory reconditioning, rebuilds, or overhauls if repairs cannot maintain a Covered System in satisfactory operating condition;
- (g) Disposing hazardous, infectious, or biomedical waste or materials;
- (h) Providing service to any Covered System under a current service agreement between Customer and another vendor until such agreements expire or are terminated by Customer. Philips is not liable for any cancellation penalty or cost associated with Customer's termination of any such agreement;
- (i) Unless otherwise specified in the Quotation, maintaining or repairing Philips and/or third-party products including but not limited to nuclear camera detector crystals, CT Tubes and radiation therapy tubes, x-ray tubes, flat panel detectors, image intensifiers magnet replacement, magnet refrigeration system (coldhead, compressor, chillers), MR RF rooms, surface coils HVAC systems, power conditioners, uninterruptible power supplies, ultrasound transducers (probes) (accessory or attach), TEE probes, TV camera pick-up tubes, photo multiplier tubes, accelerator center beam lines, piped medical gases (up to the wall outlets), copier drums, electron guns, fiber optic bundles, foot/hand controls (switches, accessory, or attachment), klystrons and thyratrons, magnetrons, plumbicons, waveguides, and attachments.
- (j) Unless otherwise specified in the Quotation: arthroscopy instruments, blood pressure cuffs (accessory or attachment), centrifuge motor brushes, electronic thermometer probes, electrosurgical instruments (pencils & pads), general or surgical instruments, laboratory glass, laser tubes, phaco hand pieces (cataract extraction units, accessory or attachment), non-electrical surgical equipment, rigid & semi-rigid scopes.

1.3 Customer Responsibilities. During the term of the Coverage, Customer will:

- (a) Ensure that the Site is maintained in a clean and sanitary condition; and that each Covered System, product or part is decontaminated prior to service, shipping or trade-in as per the Instructions in the User manual;
- (b) Dispose of hazardous or biological waste generated;
- (c) Maintain operating environment within Philips specifications for the Site (including temperature and humidity control, incoming power quality, incoming water quality, and fire protection system);
- (d) Use Covered Systems in accordance with the published manufacturer's operating instructions;
- (e) If applicable, attend a start-up meeting at Customer's facility, prior to the effective date of the Coverage, so Philips can explain the Coverage to the Customer's management and selected staff;
- (f) Provide a secure dedicated space within Customer's main facility and at each additional facility or location as necessary for the resident Philips staff;
- (g) Provide Philips with broadband internet or Wi-Fi access for business purposes
- (h) For any non-Philips system, provide Philips with the Covered System's service manuals;
- (i) Maintain all software licenses applicable to each Covered System;
- (j) For Philips use in remote servicing of Covered Systems, provide Philips a secure location for hardware to connect Covered Systems to Philips Remote Service ("PRS");
- (i) The PRS hardware remains Philips' property and is only provided during the term of the Coverage;
- (ii) Provide Philips and its vendors full and free access to the PRS hardware to enable Philips to remotely access the Covered System or non-Philips System;
- (iii) Provide Philips at each Site, at all times during the term of the Coverage, a dedicated broadband Internet access node, including public and private interface access, suitable to establish a successful connection to the Covered Systems at the Site through the PRS and Customer network; and,
- (iv) If the Covered System cannot be connected to the PRS and Customer fails to provide Philips with reasonably requested access, then Customer waives its rights to Coverage on such Covered System and any uptime guarantee.

1.4 System Availability. If Customer schedules service and a Covered System is not available at the agreed upon time, then Philips may cancel the service or charge the Customer at the prevailing demand service rates for all time spent by Philips service personnel waiting for access to a Covered System.

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

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

1.7 Term and Termination.

- (a) The term of this Agreement shall be set forth in the Quotation and incorporated herein.
- (b) This Agreement is non-cancelable and will remain in effect for the term specified in the Quotation.

1.8 Warranty Disclaimer. Philips' full contractual Coverage obligations to Customer are described in this Schedule. Philips provides no additional warranties under this Agreement. All service and parts to support the Coverage under this Schedule are provided AS IS. NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLIES TO ANYTHING PROVIDED BY PHILIPS' SUBCONTRACTOR OR PHILIPS.

1.9 Independent Contractor. Philips is Customer's independent contractor, not Customer's employee, agent, joint venture, or partner. Philips' employees and Philips subcontractors are under Philips' exclusive direction and control. Philips has no liability or responsibility for and does not warrant customer's or customer's employees' act or omissions related to any services that are performed by customer's employees under this agreement.

1.10 Subcontracts. Philips may subcontract to service contractors of Philips' choice any of Philips' Coverage obligations to Customer or other activities performed by Philips under this Quotation. No such subcontract will release Philips from those obligations to Customer.

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

1.12 Solicitation of Philips Employees. For the duration of the Coverage and for one year following the expiration or termination of the Coverage, Customer and its affiliates will not directly or indirectly solicit any employee of Philips or its affiliates engaged in providing the services.

1.13 Philips Technology Upgrades. If Philips Technology Upgrade Option ("PTU Option") is purchased under this Agreement, then Philips will upgrade the Covered System's software as follows:

(a) Philips will provide the latest available system software upgrades, if any, when available and approved by Philips, to the Covered System operating system software, basic application software, and software options purchased with the Covered System.

(b) Upgrades do not include functionality, applications, options or the like that were not purchased with the System, including but not limited to virus protection software. Customer may not resell, transfer, or assign the right to such Upgrades to any third party. In addition to these terms and conditions, all Upgrades to a Covered System's software provided under this Section 13 are subject to the licensing terms and conditions included in the purchase of the Covered System from Philips.

2. Philips Maximizer Package

2.1 Philips Maximizer (Philips Technology Upgrades ("PTU")). If Philips Maximizer is purchased, then Philips will upgrade the Covered System's software as follows:

(a) Philips will provide the latest available system software upgrades, if any, when available and approved by Philips, to the Covered System operating system software, basic application software, and software options purchased with the Covered System.

(b) Upgrades do not include functionality, applications, options or the like that were not purchased with the System, including but not limited to virus protection software. Customer may not resell, transfer, or assign the right to such Upgrades to any third party. In addition to these terms and conditions, all Upgrades to a Covered System's software provided under this Section 2 are subject to the licensing terms and conditions included in the purchase of the Covered System from Philips.

2.1 Clinical Education Training.

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

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

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

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

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

(f) Payment Options.

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

(ii) Direct Course Purchase. Customer may purchase individual courses at then current prices.

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

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