North Carolina Department of Health and Human Services
Division of Health Service Regulation

Pat McCrory
Governor

Richard O. Brajer
Secretary DHHS

Mark Payne
Assistant Secretary for Audit and
Health Service Regulation

January 6, 2016

James Roskelly, Executive Vice President
Cone Health
1200 North Elm Street
Greensboro, NC 27401-1020

Exempt from Review – Replacement Equipment

Record #:	**1829**
Facility Name:	The Moses H. Cone Memorial Hospital
FID #:	943494
Business Name:	Moses Cone Health System
Business #:	1257
Project Description:	Replace existing interventional radiology equipment
County:	Guilford

Dear Mr. Roskelly:

The Healthcare Planning and Certificate of Need Section, Division of Health Service Regulation (Agency), determined that based on your letter dated December 18, 2015 and received December 28, 2015, the above referenced proposal is exempt from certificate of need review in accordance with G.S 131E-184(a)(7). Therefore, you may proceed to acquire, without a certificate of need, the proposed interventional radiology equipment to replace the existing Siemens Artis Z Model # 10094141, Serial # 153748 interventional radiology equipment. This determination is based on your representations that the unit will be removed from North Carolina and will not be used again in the State without first obtaining a certificate of need.

Moreover, you need to contact the Agency's Construction and Acute and Home Care Licensure and Certification Sections to determine if they have any requirements for development of the proposed project.

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

Sincerely,

Celia C. Inman
Project Analyst

Lisa Pitt for
Martha J. Frisone,
Assistant Chief, Certificate of Need

cc: Construction Section, DHSR
Kelli Fisk, Program Assistant, Healthcare Planning
Acute and Home Care Licensure and Certification Section, DHSR

Healthcare Planning and Certificate of Need Section
www.ncdhhs.gov
Telephone: 919-855-3873 • Fax: 919-715-4413
Location: Edgerton Building • 809 Ruggles Drive • Raleigh, NC 27603
Mailing Address: 2704 Mail Service Center •Raleigh, NC 27699-2704
An Equal Opportunity/ Affirmative Action Employer

CONE HEALTH
The Network for Exceptional Care

1200 North Elm Street
Greensboro, NC 27401-1020
336.832.8199
www.conehealth.com

December 18, 2015

Ms. Martha Frisone, Assistant Section Chief
Ms. Celia Inman, Project Analyst
Certificate of Need Section
Division of Health Service Regulation
2704 Mail Service Center
Raleigh, NC 27699-2704

Re: Facility ID# 943494

Dear Ms. Frisone and Ms. Inman:

Pursuant to Section §131E-184 (f)(1)-(3) – Exemptions From Review – of the Certificate of Need Statute, I am writing to inform you of Cone Health's plans to replace the biplane interventional radiology equipment currently operating at The Moses H. Cone Memorial Hospital. The existing biplane equipment was acquired in 2010. The replacement biplane equipment, which will also be owned and operated by Cone Health on the main campus at The Moses H. Cone Memorial Hospital, is planned to be placed in service in April 2016. The equipment being replaced will be taken out of service by Siemens and used as a trade in for the replacement equipment as shown on page 1 in Exhibit 1. The used equipment will be removed from North Carolina by Siemens.

The replacement biplane equipment, a Siemens Artis Q System, is estimated to cost $1,417,710, and the new scanner will be functionally comparable to the equipment being taken out of service. The proposed capital costs for the planned equipment replacement are detailed in Exhibit 2, and also include $460,155 in construction costs for a total estimated project capital cost of $1,877,865.

The total inventory of Cone Health's interventional radiology equipment will not increase at any time either during or after the project. Exhibit 3 attached to this letter provides a comparison of the relevant information and specifications for the equipment that will be replaced.

The proposed quote from Siemens for the replacement biplane equipment, including detailed specifications, is attached as Exhibit 1. Please let me know if I can answer any questions for you regarding this planned biplane replacement.

Sincerely,

James Roskelly
Executive Vice President
Strategic Development

Attachments

Exhibit 1

Equipment Quotation

SIEMENS

Siemens Medical Solutions USA, Inc.
40 Liberty Boulevard, Malvern, PA 19355
Fax: (866) 309-6967

SIEMENS REPRESENTATIVE
Mathew Hayes - (336) 263-4273

Customer Number: 0000030848

Date: 12/19/2015

CONE HEALTH
1200 NORTH ELM STREET
GREENSBORO, NC 27401

Siemens Medical Solutions USA, Inc. is pleased to submit the following quotation for the products and services described herein at the stated prices and terms, subject to your acceptance of the terms and conditions on the face and back hereof, and on any attachment hereto.

Table of Contents **Page**

Contract Total: $1,417,710
(total does not include any Optional or Alternate components which may be selected)

Proposal valid until 12/30/2015

Estimated Delivery Date: 7/2016

Estimated delivery date is subject to change based upon factory lead times, acceptance date of this quote, customer site readiness, and other factors. A Siemens representative will contact you regarding the final delivery date.

The parties hereby expressly agree that the Premier Healthcare Alliance, L.P. Group Purchasing Agreement—Imaging Products and Services effective October 1, 2015 (Contract Number(s) PP-IM-272 and Siemens Terms and Conditions of Sale attached hereto shall govern the purchase of Products pursuant to this Quotation.

This proposal includes the trade-in of equipment referenced in Trade Sheet Project # 2015-3005.

This quotation includes an elevate promotion of $250,000. For reporting purposes, The estimated fair market value of the trade in included in the elevate promo is $73,000.

Accepted and Agreed to by:

Siemens Medical Solutions USA, Inc.		**CONE HEALTH**	
By (sign):		By (sign):	
Name:	Mathew Hayes	Name:	
Title:	Account Executive	Title:	
Date:		Date:	

By signing below, signor certifies that no modifications or additions have been made to the Quotation. Any such modifications or additions will be void.

SIEMENS

Siemens Medical Solutions USA, Inc.
40 Liberty Boulevard, Malvern, PA 19355
Fax: (866) 309-6967

SIEMENS REPRESENTATIVE
Mathew Hayes - (336) 263-4273

By (sign): _____

SIEMENS
Siemens Medical Solutions USA, Inc.
40 Liberty Boulevard, Malvern, PA 19355
Fax: (866) 309-6967

SIEMENS REPRESENTATIVE
Mathew Hayes - (336) 263-4273

Quote Nr:	**1-CW3R6A Rev. 3**
Terms of Payment:	00% Down, 80% Delivery, 20% Installation Free On Board: Destination
Purchasing Agreement:	PREMIER PURCHASING PARTNERS LP PREMIER PURCHASING PARTNERS LP terms and conditions apply to Quote Nr 1-CW3R6A

Artis Q biplane

All items listed below are included for this system: *(See Detailed Technical Specifications at end of Proposal.)*

Qty	Part No.	Item Description
1	14434122	**Artis Q biplane Neurorad.** Artis Q biplane for interventional neuroradiology The Artis Q product line is setting new standards in interventional imaging. The Artis Q biplane for interventional neuroradiology now features PURE(r). PURE adds smooth interaction to Siemens' smart technologies. It is designed to boost productivity and enhance outcomes for certain clinical applications, while increasing image quality and reducing dose. The GIGALIX X-ray tube concentrates high pulse power on small, square-shaped focal spots (flat emitter technology for all focal spots). This provides unprecedented image quality for confidence in challenging situations. Imaging two projections simultaneously saves time and contrast. With the floor or ceiling-mounted stand full patient coverage is achievable. The patient table is fitted with a freely movable patient positioning tabletop. The as40HDR and as20 flat detectors are optimized for radiology and allow for steep angulations. Digital acquisition technology and digital subtraction angiography with up to 7.5 f/s in 1k matrix are available. The complete CARE+CLEAR package offers optimal image quality at the lowest reasonable dose. Live and reference images are displayed on four 19" flat screens in the exam room. In the control room live images are displayed on two additional screens.
1	14432896	**Prep. for PERISTEPPING/-VISION** Motorized stepping of the patient table in the longitudinal direction for peripheral examinations.
1	14434150	**FD as40HDR (B) ANGIO/SUR ins as20** Enlarging your field of view When ordering this flat detector, the following components of the basic configuration - as20 flat detector - Cardiac collimator in plane B has been replaced by

Qty	Part No.	Item Description
		- as40HDR flat detector - Angio collimator
1	14432915	**2K acquisition** Acquisition and storage of single images and series with a resolution of up to 4.76 megapixels (2480 x 1920) at up to 7.5 f/s. The 2k acquisition is valid for DR, DSA, 3D acquisitions and PERIVISION, and affects full format, Zoom 1, and Zoom 2.
1	14434151	**DYNAVISION DSA/DR** Native or subtracted digital rotational angiography with angle triggering.
1	14434153	**8P wireless footswitch ins. of cbl** For release of fluoroscopy, exposure and table brake, roadmap selection and mask reset as well as a configurable additional function. Note: This 8-pedal wireless footswitch replaces the 8-pedal footswitch described in the basic configuration.
1	14432834	**syngo interv. Neuro Engine Pro as40** A workstation for reconstruction, post-processing and handling of 3D information including specific 2D and 3D applications for interventional neuroradiology. The package includes the following functionalities: 3D high-contrast and CT-like soft-tissue imaging (syngo DynaCT), 3D roadmap for dynamic overlay of planning data and 3D volumes on live images (fluoroscopy or roadmap), In-room control for table-side operation of advanced applications, Expert-i functionality for remote operation of the XWP. 3D functional imaging providing physiologic blood volume information (syngo DynaPBV Neuro), dedicated workflow support and measurements for aneurysm analysis and 3D stenosis measurements. Extended visualization and post-processing functionalities for DSA and native scenes (Angio Viewer) incl. 2D functional imaging for visualization of blood flow characteristics (syngo iFlow) and side-by-side comparison of images or scenes (Scene Compare). On PURE systems only, the package also includes: 3D Wizard for expert step-by-step guidance in 3D acquisition, Parallel patient processing capabilities, Full fusion functionality (2D/3D and 3D/3D) for integration of pre-interventional 3D datasets also from other modalities. Marking of points or lines on the 3D information and overlay of these markings on live images (e.g. fluoroscopy).
1	14434185	**syngo DynaCT Micro** Enables unique detail resolution (+40%) in interventional 3D imaging by using all detector pixels in a 22 cm image size with reduced dose. As a result, the smallest structures such as Cochlear implants or stents can be displayed in the best possible manner.
1	14446025	**syngo DynaCT SMART** Streak Metal Artifact Reduction Technique for syngo DynaCT images. Metal implants, like coils and stent markers, create artifacts in the reconstructed images that might make it difficult to detect bleedings or restenosis around the ends of the stent, for instance. syngo DynaCT SMART is a dedicated reconstruction algorithm to reduce metal artefacts.. This type of integrated image reconstruction protocol results in 3D volumes with reduced metal artefacts.
1	14446026	**syngo Dyna4D** syngo Dyna4D enables the visualization of flow patterns in 3D. With only one C arm scan it provides a view similar to virtually an unlimited number of DSA runs at no additional dose and contrast media. syngo Dyna4D helps to expand clinical capabilities in the angio suite by optimizing patient selection and supporting individualized treatment strategies.
1	14440505	**syngo DynaPBV Body** syngo Dyna PBV (Parenchymal Blood Volume) Body is an application for displaying the blood volume distribution in the abdomen. Only in connection with syngo Dyna PBV Neuro.
1	14432961	**syngo Embolization Guidance** syngo Embolization Guidance is an application for planning and performing embolizations.
1	14432994	**DICOM Attribute Converter** Individual solution via software-/XML-files, to solve compatibility problems.

Qty	Part No.	Item Description
1	14432943	**Vascular analysis** Vessel analysis with determination of degree of stenosis, distance measurement and calibration.
1	14434160	**Fluoro Loop** Storage and display of dynamic fluoroscopic sequences (Fluoro Loop), for both planes. This saves an additional acquisition and reduces dose. The maximum storable fluoroscopic time depends on the selected pulse rate, e.g. 34 s at 30 p/s, 68 s at 15 p/s.
1	14432948	**Automap** Automatic stand positioning depending on the selected reference image and automatic reference image selection depending on the stand positioning.
1	14432949	**MULTISPACE.F** Manual stand rotation for additional work positions.
1	14432950	**DICOM RIS-Modality Worklist** Import of patient/examination data from an external RIS/HIS patient management system with DICOM MWL (Modality Worklist).
2	14432953	**Lower body radiation protection** This radiation shield protects the user from scattered radiation when standing at the table side. It can be attached to the accessory rails either on the right or on the left side of the patient positioning table. It provides the user an additional accessory rail. It includes a basic unit (71.5 cm x 75 cm/ 28.2" x 29.5" (l x w); 7.7 kg/ 16.98 lb), one lower body radiation protection pivot swivel element (77 cm x 48 cm/ 30.3" x 18.9" (l x w); 3.8 kg/ 8.4 lb) and three clip-on units (57 cm/ 22.4" x 33 cm/ 12.99" (l x h), 2.2 kg/ 4.85 lb; 27 cm/ 10.6" x 33cm/12.99", 0.9 kg/ 1.98 lb and 27 cm/ 10.6" x 25cm/9.8", 1 kg/ 2.2 lb) with a lead of 0.5 mm/ 0.02" Pb. The maximum weight of the accessory rails is 40 kg (88.2 lb). Product may not be used in conjunction with a TRUMPF or MAQUET surgery table.
1	14434157	**Moveable upper body rad. protection** This radiation shield protects the user from scattered radiation. For room heights up to 290 cm/ 114.2". It includes a ceiling rail (4m/ 157.5"), a ceiling mounted and movable stand (80 cm/ 31.5"), a support arm (75 cm x 90 cm/ 29.5" x 35.4") and an acrylic glass. The shield is made of acrylic glass with lead equivalent of 0.5 mm (w x h: 61 cm x 76 cm/ 24" x 29.9"), which can pivot and rotate around a fixed point with a range of 360 degrees. Weight acrylic glass: 9 kg/ 19.8 lb. Weight support arm: 10 kg/ 22 lb. The operation range is limited when used with Artis floor/biplane MN.
1	14440513	**LED Surgical Light** Ceiling-mounted small LED OR light with variable focusing of the light field for optimum illumination. It is fully integrated into the ceiling-installed radiation protection mounting unit. - Luminance: 100,000 Lux for 100 cm/ 39,4" distance - Field: 60 to 150 cm/ 23.6" to 59.1" - Color rendering index Ra at 4500 Kelvin: 95 - Color temperature: 4,500 Kelvin, single color - Focusable light field: 14 to 28 cm/ 5.5" to 11" - Diameter of light head: 49 cm/ 19.3" - Number of LED lights: 21 - Total input power: 30 VA

Qty	Part No.	Item Description
1	14434289	**Display holder,wide reach** The display is mounted on an extended arm for increased reach and working range. An additional cantilever beam extends the radial coverage of the display by approximately 60 cm. This extended suspension is installed on a ceiling-mounted carriage. The display holder is height-adjustable, longitudinally mobile and can swivel and rotate. In case of a ceiling-mounted or biplane configuration the carriage operates in the same rails as the C-arm carriage, which have been extended by 1.2 m for easy operation. This item also includes cables for the examination room.
1	14434224	**Roadmap Plus / Dual-Ref (biplane)** Two additional 19" monochrome flat displays for enhanced Roadmap functionality and dual reference function. Use of the Roadmap Plus function requires the DSA option
2	14434167	**19" color display w/ video cable** One additional 19" color display including 36 m cable with DVI-D connection for installation in display ceiling suspension. LCD color display with high luminance and extended field of view.
1	14434166	**Second display holder** Ceiling-mounted, swiveling, rotating, height-adjustable display holder with longitudinal travel.
1	14434225	**2 19" b/w displays (live)** Two 19" high-contrast b/w displays for live image display in the examination room.
1	14434184	**4x1 video signal distribution** With this item you can show one video signal each from up to 4 units (such as a cardiac catheter recording system, workstation, ultrasound unit, PACS, etc.) on up to two displays (not a Large Display) in the display holder in the examination room. Note the following conditions if video signals are to be shown on a third-party provider display: - The display of external video signals depends on the operational state of the Artis system. If the Artis system has a malfunction or is shut down, the display of external video signals is no longer possible. For this reason, do not feed the video signal into the Artis system if lacking the external video signal could result in a hazardous situation. - A third-party provider's unit may be connected only if it corresponds to the specifications of the video interface on the Siemens system. - The connection may only be established by a Siemens service technician. Note: The connection must be made with fiber-optic cables to ensure that the unit's galvanic isolation is maintained. - A third-party provider's unit must be connected by a technician from the third-party provider or by a hospital technician responsible for the equipment. - It is strongly recommended that a test of image quality be performed by the third-party provider prior to start-up. This test ensures that the required image quality is achieved. - The system configurator is responsible for ensuring that applicable standards are maintained in the current version, e.g. 4 kV insulation Siemens will not be held liable for the inclusion of third-party provider units with respect to image quality and their suitability for clinical diagnosis.
1	14434231	**Sec. operation in the control room** Interface for connecting the additional system control from the control room. Rail profile for hanging control modules (e.g. the table module) in the control room. Safety button for switching off all system functions from the control room.
1	14440510	**Secondary Hand Switch Ctrl (C Room)** Additional hand switch for radiation release and additional control functions.
1	14434232	**Injector conn. in the control room** Interface for controlling the contrast medium injector in the control room. Injectors can be offered by Siemens Healthcare Accessory Solutions

Qty	Part No.	Item Description
1	14440411	**Intercom - Comfort** Intercom system for communication between examination room and control room. It includes - a microphone with a control box for the control room - a microphone with an adaptive acoustic filter for background noise suppression for the examination room - a footswitch for conversation selection for the examination room The microphone of the examination room is installed on the ceiling.
1	14440465	**Tabletop extension** Provides additional arm support for large / obese patients. Slides underneath the patient mattress and is held in place by the patient's weight. Patient arms can be fixed with Velcro straps. The kit includes a board made of radiolucent carbon fiber material, four arm pads (two pairs with two different heights) made of washable plastic foam material and Velcro straps of two different lengths. The maximum weight per side is 20 kg (44.09 lb). Length: 45 cm/ 17.7" Width: 85 cm/ 33.5" Weight: 2.3 kg/ 5.07 lb Dimension thick cushion: 10 cm x 34,5 cm x 7 cm/ 3.9" x 13.58" x 2.76" (l x w x h) Weight thick cushion: 0.25 kg/ 0.55 lb Dimension thin cushion: 10 cm x 34,5 cm x 4 cm/ 3.9" x 13.58" x 1.57" (l x w x h) Weight thin cushion: 0.15 kg/ 0.33 lb. Product may not be used in conjunction with a TRUMPF or MAQUET surgery table.
1	14440445	**Head module** This is an attachable module with accessory rails for mounting control modules at the head-end of the tabletop. It includes a carbon fiber module (lxw: 62 cm/ 24.4" x 39.5 cm/ 15.6") with accessory rails attached to the right (31 cm/ 12.2"), left (31 cm/ 12.2") and head-end (45 cm/17.7") slides over the outer edges of the tabletop. Weight: 5.8 kg/ 12.8lb Maximum weight: 40 kg/ 88.19 lb Only for use with wide tabletops. It may not be used in conjunction with head-end lower body radiation shield.
1	14440446	**Acc. rail module, narrow tabletop** This mounting frame is a table module with accessory rails for mounting control modules on the tabletop near the patient's abdomen. It includes a radiolucent carbon fiber board with accessory rails attached to the right and left slides over the outer edges of the patient tabletop. Maximum weight: 40 kg/ (88.19 lb) Weigth: 5.8 kg/ (12.79 lb) Width carbon fiber board: 47.5 cm/ 18.7" Width with accessory rails: 54.5 cm/ 21.46" Length accessory rails: 45 cm/ 17.7" Length: 48 cm/ 18.9 " Can only be used with narrow tabletops. May not be used with MediGuide Technology.
1	14440441	**Head holder w/ pad set** The item is used to position the patient's head during examination and treatment. The patient's head is secured with a cushion or wedge. The item includes a head support and a cushion set. Length: 27 cm/ 10.6" Width: 23 cm/ 9.06" Height: 20 cm/ 7.87" Weight cushion set: 0.25 kg/ 0.55 lb

Qty	Part No.	Item Description
		Weight head support: 1.45 kg/ 3.2 lb. Only for use in combination with narrow tabletop and the thin mattress.
1	14440549	**AX ELEVATE #R ROW BuyBack zee bi** AX Elevate program for Artis biplane systems with flat detectors that will be replaced by a new Artis Q or Artis Q.zen system.
1	AXA_INITIAL_32	**Initial onsite training 32 hrs** Up to (32) hours of on-site clinical education training, scheduled consecutively (Monday - Friday) during standard business hours for a maximum of (4) imaging professionals. Training will cover agenda items on the ASRT approved checklist. Uptime Clinical Education phone support is provided during the warranty period for specified posted hours. This educational offering must be completed (12) months from install end date. If training is not completed within the applicable time period, Siemens obligation to provide the training will expire without refund.
1	AXA_FOLLOW UP_32	**Follow-up training 32 hrs** Up to (32) hours of follow-up on-site clinical education training, scheduled consecutively (Monday - Friday) during standard business hours for a maximum of (4) imaging professionals. Uptime Clinical Education phone support is provided during the warranty period for specified posted hours. This educational offering must be completed (12) months from install end date. If training is not completed within the applicable time period, Siemens obligation to provide the training will expire without refund.
1	AXA_FOLLOW UP_12	**Follow-up training 12 hrs** Up to (12) hours of follow-up on-site clinical education training, scheduled consecutively (Monday - Friday) during standard business hours for a maximum of (4) imaging professionals. Uptime Clinical Education phone support is provided during the warranty period for specified posted hours. This educational offering must be completed (12) months from install end date. If training is not completed within the applicable time period, Siemens obligation to provide the training will expire without refund.
1	AXA_FOLLOW UP_12	**Follow-up training 12 hrs** Up to (12) hours of follow-up on-site clinical education training, scheduled consecutively (Monday - Friday) during standard business hours for a maximum of (4) imaging professionals. Uptime Clinical Education phone support is provided during the warranty period for specified posted hours. This educational offering must be completed (12) months from install end date. If training is not completed within the applicable time period, Siemens obligation to provide the training will expire without refund.
1	AXA_ECLASS	**e.class-Virtual Instructor Led Training** AXA_ECLASS Tuition for up to (4) imaging professionals to participate in a Siemens instructor led virtual class. The virtual setting allows the participant to benefit from classroom training without the need to travel to a Siemens training center. This educational offering must be completed (12) months from install end date. If training is not completed within the applicable time period, Siemens obligation to provide the training will expire without refund.
1	AXA_PURE_ESSCL	**AX Artis PURE Essential Class** Tuition for (1) imaging professional to attend Siemens class at Siemens Training Center. The Artis PURE Essentials Course is a 3.5-day classroom course beginning on Tuesday at 8:30 a.m. and ending on Friday at 12:00 p.m. It is designed to provide the participant with an in-depth knowledge of the essential functions of the Artis system as well as the skills needed to perform these functions. Through the use of demonstrations, lectures, and hands-on lab experience using an Artis system, participants will learn Artis system principles and workflows of patient examinations. Additionally, participants have the opportunity to meet other users and share their experiences and solutions to various challenges of the IR, cath lab, and the Hybrid OR environment. This class includes lunch, economy airfare, and lodging for (1) imaging professional. All arrangements must be arranged through Siemens designated travel agency. This educational offering must be completed by the later of (12) months from purchase or install end date. If training is not completed within the applicable time period, Siemens obligation to provide the training will expire without refund.
1	AXA_PURE_3D ADVCL	**AX PURE 3D Advanced Class** Tuition for (1) imaging professional to attend Siemens class at Siemens Training Center. The Advanced PURE Applications classroom course is a 4 day classroom course beginning on Tuesday at 8:30 a.m. and ending on Friday at 4:30 p.m. This course will provide the participants with the in-depth knowledge of the essential functions of the PURE advanced 3D applications software as well as the skills needed to perform these functions. Through the use of demonstrations, lectures, and hands-on lab time on a PURE system, participants will learn the advanced post-processing techniques and advanced 3D applications for PURE software. This class includes lunch, economy airfare, and lodging for (1) imaging professional. All arrangements must be arranged through Siemens designated travel agency. This educational offering must be completed by the later of (12) months from purchase or install end date. If training is not completed within the applicable time period, Siemens obligation to provide the training will

Qty	Part No.	Item Description
		expire without refund.
2	AXA_ADD_32	**Additional onsite training 32 hours** Up to (32) hours of on-site clinical education training, scheduled consecutively (Monday - Friday) during standard business hours for a maximum of (4) imaging professionals. Training will cover agenda items on the ASRT approved checklist if applicable. This educational offering must be completed (12) months from install end date. If training is not completed within the applicable time period, Siemens obligation to provide the training will expire without refund.
1	AXA_PURE_3D ADVCL	**AX PURE 3D Advanced Class** Tuition for (1) imaging professional to attend Siemens class at Siemens Training Center. The Advanced PURE Applications classroom course is a 4 day classroom course beginning on Tuesday at 8:30 a.m. and ending on Friday at 4:30 p.m. This course will provide the participants with the in-depth knowledge of the essential functions of the PURE advanced 3D applications software as well as the skills needed to perform these functions. Through the use of demonstrations, lectures, and hands-on lab time on a PURE system, participants will learn the advanced post-processing techniques and advanced 3D applications for PURE software. This class includes lunch, economy airfare, and lodging for (1) imaging professional. All arrangements must be arranged through Siemens designated travel agency. This educational offering must be completed by the later of (12) months from purchase or install end date. If training is not completed within the applicable time period, Siemens obligation to provide the training will expire without refund.
1	AXA_PURE_E SSCL	**AX Artis PURE Essential Class** Tuition for (1) imaging professional to attend Siemens class at Siemens Training Center. The Artis PURE Essentials Course is a 3.5-day classroom course beginning on Tuesday at 8:30 a.m. and ending on Friday at 12:00 p.m. It is designed to provide the participant with an in-depth knowledge of the essential functions of the Artis system as well as the skills needed to perform these functions. Through the use of demonstrations, lectures, and hands-on lab experience using an Artis system, participants will learn Artis system principles and workflows of patient examinations. Additionally, participants have the opportunity to meet other users and share their experiences and solutions to various challenges of the IR, cath lab, and the Hybrid OR environment. This class includes lunch, economy airfare, and lodging for (1) imaging professional. All arrangements must be arranged through Siemens designated travel agency. This educational offering must be completed by the later of (12) months from purchase or install end date. If training is not completed within the applicable time period, Siemens obligation to provide the training will expire without refund.
1	PW9390IT40U PSATS	**Eaton 9390IT 40kVA w/ATS** The Eaton Powerware 9390IT 40 kVA UPS with ATS used for emergency power operation combines pure UPS operation for the control of the system with a non-uninterruptable switch-over of the generator from the line power supply to the UPS voltage. This is an emergency power supply for the complete system with fluoroscopy ONLY for a period of approximately 10 minutes during a failure of the primary power supply. Exposure operation (image acquisition) capabilities are blocked during the UPS operation. Includes the following: 9390IT 40 kVA UPS Remote monitoring panel ATS with remote control console kit Start-up service supplied by Eaton One year service and support through Eaton The customer is responsible for the installation of the UPS. Not approved for sites requiring OSHPD certification. An OSHPD approved configuration is available upon request.
1	AXA_PR_CZEB P_ELVR	**Elevate R Zee Biplane Promotion** Customer is eligible for this promotion provided Siemens receives customer's binding purchase order for the purchase of this system on or before December 30, 2015 and accepts delivery of this system on or before December 31, 2016.
1	AXA_BTL_DEI NSTALL	**AXA BTL Deinstallation**
2	NT60010635	**Blue anti-fatigue floor mat for hospital**
1	AXA_RIG_QBP _STD	**Standard Rigging Q Q.Zen BP**

SIEMENS

Siemens Medical Solutions USA, Inc.
40 Liberty Boulevard, Malvern, PA 19355
Fax: (866) 309-6967

SIEMENS REPRESENTATIVE
Mathew Hayes - (336) 263-4273

Qty	Part No.	Item Description
1	AXA_ADDL_RIGGING	**Additional Rigging AXA $11,500**
1	AXA_PR_AXPLORE2	**AXplore This! #2**

System Total: $1,417,710

SIEMENS
Siemens Medical Solutions USA, Inc.
40 Liberty Boulevard, Malvern, PA 19355
Fax: (866) 309-6967

SIEMENS REPRESENTATIVE
Mathew Hayes - (336) 263-4273

OPTIONS on Quote Nr: **1-CW3R6A Rev. 3**

OPTIONS for Artis Q biplane

All items listed below are OPTIONs and will be included on this system ONLY if initialed:

Qty	Part No.	Item Description	Extended Price	Initial to Accept
1	14432925	**PERISTEPPING / PERIVISION** Motorized stepping for real-time bolus chasing. Gantry stepping with zeego and ceiling mounted systems, table stepping with floor mounted and biplane systems. Peripheral digital angiography with stepping and online subtraction display.	+ $23,980	X

FINANCING: The equipment listed above may be financed through Siemens. Ask us about our full range of financial products that can be tailored to meet your business and cash flow requirements. For further information, please contact your local Sales Representative.

ACCESSORIES: Don't forget to ask us about our line of OEM imaging accessories to complete your purchase. All accessories can be purchased or financed as part of this order. To purchase accessories directly or to receive our accessories catalog, please call us directly at 1-888-222-9944 or contact your local Sales Representative.

COMPLIANCE: Compliance with legal and internal regulations is an integral part of all business processes at Siemens. Possible infringements can be reported to our Helpdesk "Tell us" function at www.siemens.com/tell-us.

SIEMENS
Siemens Medical Solutions USA, Inc.
40 Liberty Boulevard, Malvern, PA 19355
Fax: (866) 309-6967

SIEMENS REPRESENTATIVE
Mathew Hayes - (336) 263-4273

Siemens Medical Solutions USA, Inc. General Terms and Conditions

1. GENERAL

1.1 Contract Terms and Acceptance. These terms and conditions constitute an integral part of any contract between Seller and Purchaser identified on the first page hereof and shall govern the sale of the products identified in such contract ("Products"). Purchaser acknowledges that this is a commercial and not a consumer transaction. Purchaser shall be deemed to have assented to, and to have waived any objection to, this Agreement upon the earliest to occur of any of the following: Purchaser's completion or execution of this Agreement; Purchaser's acceptance of all or any part of the Products; Purchaser's issuance of a purchase order for any Products identified on Seller's quotation or proposal; or delivery of the Products to the common carrier for shipment pursuant hereto.

1.2 Refurbished/Used Products. For Products identified on this Agreement as used or refurbished Products, these Products have been previously owned and used. When delivered to Purchaser, such Products will perform in accordance with the manufacturer's specifications. Since pre-owned Products may be offered simultaneously to several customers, the availability of such Products to Purchaser cannot be guaranteed. If the Products are no longer available, Seller will use its best efforts to identify other suitable products in its inventory. If substitute products are not acceptable to Purchaser, then Seller will cancel the order and refund to Purchaser any deposits previously paid. The warranty period for any used or refurbished Products will be separately stated on the quotation.

1.3 Third Party Products. If this Agreement includes the sale of third party products not manufactured by Seller, then Purchaser agrees and acknowledges that (a) Purchaser has made the selection of these products on its own, (b) the products are being acquired by Seller solely at the request of and for the benefit and convenience of Purchaser, (c) no representation, warranty or guarantee has been made by Seller with respect to the products, (d) the obligation of Purchaser to pay Seller for the products is absolute and unconditional, (e) use of the products may be subject to Purchaser's agreement to comply with any software licensing terms imposed by the manufacturer; and (f) unless otherwise indicated by Seller in writing, Seller is not responsible for any required installation, validation, product recall, warranty service, maintenance, complaint handling, or any other applicable FDA regulatory requirements, and the Purchaser will look solely to the manufacturer regarding these services and will assert no claim against Seller with respect to these products.

2. PRICES

2.1 Quotations. Unless otherwise agreed to in writing or set forth in the quotation, all prices quoted by Seller and amounts payable by Purchaser are in U.S. dollars, and include Seller's standard packaging. The prices quoted to Seller assume that the Seller is located in, and will use the Products in, the U.S. If not, such quotation will be void. Unless otherwise stated, the quotation shall only be valid for forty-five (45) days from the date of the quotation.

2.2 Delay in Acceptance of Delivery. Should the agreed delivery date be postponed by Purchaser, Seller shall have the right to deliver the Products to storage at Purchaser's risk and expense, and payments due upon delivery shall become due when Seller is ready to deliver.

3. TAXES

3.1 Any sales, use or manufacturer's tax which may be imposed upon the sale or use of Products, or any property tax levied after readiness to ship, or any excise tax, license or similar fee (excluding the Medical Device Excise Tax as set forth in Section 4191 of the Internal Revenue Code of 1986, as amended) required under this transaction, shall be in addition to the quoted prices and shall be paid by Purchaser. Notwithstanding the foregoing, Seller agrees to honor any valid exemption certificate provided by Purchaser.

4. TERMS OF PAYMENT; DEFAULT

4.1 Payments; Due Date. Unless otherwise set forth in the quotation, Purchaser shall pay Seller as follows: an initial deposit of 10% of the purchase price for each Product is due upon submission of the purchase order, an additional 80% of the purchase price is due upon delivery of each Product, and the final 10% of the purchase price is due upon completion of installation or when the Products are available for first patient use, whichever occurs first. Unless otherwise agreed, all payments other than the initial deposit are due net thirty (30) days from the date of invoice. Seller shall have no obligation to complete installation until the payment due upon delivery is received. Partial shipments shall be billed as made, and payments for such shipments will be made in accordance with the foregoing payment terms.

4.2 Late Payment. A service charge of 1½% per month, not to exceed the maximum rate allowed by law, shall be made on any portion of Purchaser's outstanding balance which is not paid when due. Payment of such service charge shall not excuse or cure Purchaser's breach or default for late payment.

4.3 Payment of Lesser Amount. If Purchaser pays, or Seller otherwise receives, a lesser amount than the full amount provided for under this Agreement, such payment shall not constitute or be construed other than as on account of the earliest amount due Seller. No endorsement or statement on any check or payment or elsewhere shall constitute or be construed as an accord or satisfaction.

4.4 Where Payment Due Upon Installation or Completion. Should any terms of payment provide for either full or partial payment upon completion of installation or thereafter, and completion of installation is delayed for any reason for which Seller is not responsible beyond the installation date set forth in the Notice to Manufacture Letter issued by Seller, as applicable, then the balance of payments shall be due on the day following such installation date.

4.5 Default; Termination. Each of the following shall constitute an event of default under this Agreement: (i) a failure by Purchaser to make any payment when due; (ii) a failure by Purchaser to perform any other obligation under this Agreement within thirty (30) days of receipt of written notice from Seller; or (iii) the commencement of any insolvency, bankruptcy or similar proceedings by or against Purchaser.

Upon the occurrence of any event of default, at Seller's election: (a) the entire amount of any indebtedness and obligation due Seller under this Agreement and interest thereon shall become immediately due and payable; (b) Seller may suspend the performance of any of Seller's obligations hereunder, including, but not limited to, obligations relating to delivery, installation and warranty services; (c) Purchaser shall put Seller in possession of the Products upon demand; (d) Seller may sell or otherwise dispose of all or any part of the Products and apply the proceeds thereof against any indebtedness or obligation of Purchaser under this Agreement; (e) if this Agreement or any indebtedness or obligation of Purchaser under this Agreement is referred to an attorney for collection or realization, Purchaser shall pay to Seller all costs of collection and realization (including, without limitation, a reasonable sum for attorneys' fees); and Purchaser shall pay any deficiency remaining after collection of or realization by Seller on the Products. In addition, Seller may terminate this Agreement upon written notice to Purchaser in the event that Purchaser is not approved for credit or upon the occurrence of any material adverse change in the financial condition or business operations of Purchaser.

4.6 Financing. Notwithstanding any arrangement that Purchaser may make for the financing of the purchase price of the Products, the parties agree that any such financing arrangement shall have no effect on the Purchaser's payment obligations under this Agreement, including but not limited to Sections 4.1 and 4.2 above.

5. EXPORT TERMS

5.1 Unless other arrangements have been made, payment on export orders shall be made by irrevocable confirmed letter of credit, payable in U.S. dollars against Seller's invoice and standard shipping documents. Such letter of credit shall be in an amount equal to the full purchase price of the Products and shall be established in a U.S. bank acceptable to Seller. Purchaser shall have sole responsibility to procure all necessary permits and licenses for shipment and compliance with any governmental regulations concerning control of final destination of Products.

5.2 Purchaser agrees that Products shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with applicable export Control and US Sanction laws and regulations. If Purchaser purchases a Product at the domestic price and exports such Product, or transfers such Product to a third party for export, outside of the U.S., Purchaser shall pay to Seller the difference between the domestic price and the international retail price of such Product. Purchaser shall deliver to Seller, upon Seller's request, written assurance regarding compliance with this Section in form and content acceptable to Seller.

6. DELIVERY, RISK OF LOSS

6.1 Delivery Date. Delivery and installation dates will be established by mutual agreement of the parties as set forth in the Notice to Manufacture Letter issued by the Seller, as applicable. Seller shall make reasonable efforts to meet such delivery date(s).

6.2 Risk of Loss; Title Transfer. Unless otherwise agreed to in writing, the following shall apply:

(a) For Products that do not require installation by Seller, and for options and add-on products purchased subsequent to delivery and installation of Products purchased under this Agreement, delivery shall be complete upon transfer of possession to common carrier, F.O.B. Shipping Point, whereupon title to and all risk of loss, damage to or destruction of the Products shall pass to Purchaser.
(b) For Products that require installation by Seller, delivery shall be complete upon delivery of the Products to Purchaser's designated site, F.O.B. Destination; whereupon title to and all risk of loss, damage to or destruction of such Products shall pass to Purchaser upon completion of delivery.
(c) All freight charges and other transportation, packing and insurance costs, license fees, custom duties and other similar charges shall be the sole responsibility of Purchaser unless included in the purchase price or otherwise agreed to in writing by Seller. In the event of any loss or damage to any of the Products during shipment, Seller and Purchaser shall cooperate in making any insurance claim.

7. SECURITY INTEREST/FILING

7.1 Purchaser grants to Seller a security interest in the Products until payment in full by Purchaser. Purchaser shall sign any financing statements or other documents necessary to perfect Seller's security interests in the Products. Purchaser further represents and covenants that (a) it will keep the Products in good order and repair until the purchase price has been paid in full, (b) it will promptly pay all taxes and assessments upon the Products or the use thereof, (c) it will not attempt to transfer any interest in the Products until the purchase price has been paid in full, and (d) it is solvent and financially capable of paying the full purchase price for the Products.

8. CHANGES, CANCELLATION, AND RETURN

8.1 Orders accepted by Seller are not subject to change except upon Seller's written agreement.
8.2 Orders accepted by Seller are non-cancellable by Purchaser except upon Seller's written consent and payment by Purchaser of a cancellation charge equal to 10% of the price of the affected Products, plus any shipping, insurance, inspection and refurbishment charges; the cost of providing any training, education, site evaluation or other services completed by Seller; and any return, cancellation or restocking fees with respect to any Third Party Products ordered by Seller on behalf of Purchaser. Seller may retain any payments received from Purchaser up to the amount of the cancellation charge. In no event can an order be cancelled by Purchaser or Products be returned to Seller after shipment.
8.3 Seller reserves the right to change the manufacture and/or design of its Products if, in the judgment of Seller, such change does not alter the general function of the Products.

9. FORCE MAJEURE

9.1 Seller shall not be liable for any loss or damage for delay in delivery, inability to install or any other failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God or the public, war, civil commotion, blockades, embargoes, calamities, floods, fires, earthquakes, explosions, storms, strikes, lockouts, labor disputes, or unavailability of labor, raw materials, power or supplies. Should such a delay occur, Seller may reasonably extend delivery or production schedules or, at its option, cancel the order in whole or part without liability other than to return any unearned deposit or prepayment.

10. WARRANTY

10.1 Seller warrants that the Products manufactured by Seller and sold hereunder shall be free from defects in material or workmanship under normal use and service for the warranty period. The final assembled Products shall be new although they may include certain used, reworked or refurbished parts and components (e.g., circuit boards) that comply with performance and reliability specifications and controls. Seller's obligation under this warranty is limited, at Seller's option, to the repair or replacement of the Product or any part thereof. Unless otherwise set forth in the Product Warranty attached hereto and incorporated herein by reference ("Product Warranty"), the warranty period shall commence upon the earlier of the date that the Products have been installed in accordance with Section 12.5 hereof (which date shall be confirmed in writing by Seller) or first patient use, and shall continue for twelve (12) consecutive months. Seller makes no warranty for any Products made by persons other than Seller or its affiliates, and Purchaser's sole warranty therefor, if any, is the original manufacturer's warranty, which Seller agrees to pass on to Purchaser, as applicable. The warranty provided by Seller under this Section 10 extends only to the original Purchaser, unless the Purchaser obtains the Seller's prior written consent with respect to any sale or other transfer of the Products during the term of the warranty.
10.2 No warranty extended by Seller shall apply to any Products which have been damaged by fire, accident, misuse, abuse, negligence, improper application or alteration or by a force majeure occurrence as described in Section 9 hereof or by the Purchaser's failure to operate the Products in accordance with the manufacturer's instructions or to maintain the recommended operating environment and line conditions; which are defective due to unauthorized attempts to repair, relocate, maintain, service, add to or modify the Products by the Purchaser or any third party or due to the attachment and/or use of non-Seller supplied parts, equipment or software without Seller's prior written approval; which failed due to causes from within non-Seller supplied equipment, parts or software including, but not limited to, problems with the Purchaser's network; or which have been damaged from the use of operating supplies or consumable parts not approved by Seller. In addition, there is no warranty coverage for any transducer or probe failure due to events such as cracking from high impact drops, cable rupture from rolling equipment over the cable, delamination from cleaning with inappropriate solutions, or TEE bite marks. Seller may effectuate any repairs at Purchaser's facility, and Purchaser shall furnish Seller safe and sufficient access for such repair. Repair or replacement may be with parts or products that are new, used or refurbished. Repairs or replacements shall not interrupt, extend or prolong the term of the warranty. Purchaser shall, upon Seller's request, return the non-complying Product or part to Seller with all transportation charges prepaid, but shall not return any Product or part to Seller without Seller's prior written authorization. Purchaser shall pay Seller its normal charges for service and parts for any inspection, repair or replacement that falls outside of Seller's warranty. Seller's warranty does not apply to consumable materials, disposables, supplies, accessories and collateral equipment, except as specifically stated in writing or as otherwise set forth in the Product Warranty.
10.3 This warranty is made on condition that immediate written notice of any noncompliance be given to Seller and Seller's inspection reveals that Purchaser's claim is covered under the terms of the warranty (i.e., that the noncompliance is due to traceable defects in original materials and/or workmanship).
10.4 Purchaser shall provide Seller with both on-site and remote access to the Products. The remote access shall be provided through the Purchaser's network as is reasonably necessary for Seller to provide warranty services under this Agreement. Remote access will be established through a broadband internet-based connection to either a Purchaser owned or Seller provided secure end-point. The method of connection will be a Peer-to-Peer VPN IPsec tunnel (non-client based) with specific inbound and outbound port requirements.
10.5 Warranty service will be provided without charge during Seller's regular working hours (8:30-5:00), Monday through Friday, except Seller's recognized holidays. If Purchaser requires that service be performed outside these hours, such service can be made available at an additional charge, at Seller's then current rates. The obligations of Seller described in this Section are Seller's only obligations and Purchaser's sole and exclusive remedy for a breach of product warranty.
10.6 SELLER MAKES NO WARRANTY OTHER THAN THE ONE SET FORTH HEREIN AND IN THE PRODUCT WARRANTY. SUCH WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSES, AND SUCH CONSTITUTES THE SOLE AND EXCLUSIVE WARRANTY MADE WITH RESPECT TO THE PRODUCTS, SERVICE OR OTHER ITEM FURNISHED UNDER THIS AGREEMENT.
10.7 In the event of any inconsistencies between the terms of this Section 10 and the terms of the Product Warranty, the terms of the Product Warranty shall prevail.

11. LIMITATION OF LIABILITY

11.1 In no event shall Seller's liability hereunder exceed the actual loss or damage sustained by Purchaser, up to the purchase price of the Products. The foregoing limitation of liability shall not apply to claims for bodily injury or damages to real property or tangible personal property to the extent arising from Seller's negligence or a product defect.
11.2 SELLER SHALL NOT BE LIABLE FOR ANY LOSS OF USE, REVENUE OR ANTICIPATED PROFITS; COST OF SUBSTITUTE PRODUCTS OR SERVICES; LOSS OF STORED, TRANSMITTED OR RECORDED DATA; OR FOR ANY INDIRECT, INCIDENTAL, UNFORESEEN, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY OR FORM OF ACTION, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY THEREOF, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SALE OR USE OF THE PRODUCTS. THE FOREGOING IS A SEPARATE, ESSENTIAL TERM OF THIS AGREEMENT AND SHALL BE EFFECTIVE UPON THE FAILURE OF ANY REMEDY, EXCLUSIVE OR NOT.

12. INSTALLATION - ADDITIONAL CHARGES

12.1 General. Unless otherwise expressly stipulated in writing, the Products

shall be installed by and at the expense of Seller except that Seller shall not provide rigging or site preparation services unless otherwise agreed to in writing by Seller for an additional charge. Seller will not install accessory items such as cabinets, illuminators, darkroom equipment or processors for X-Ray and CT equipment, unless otherwise agreed to in writing by Seller.

12.2 Installation by Seller. If Seller specifies it will install the Products, the following applies: subject to fulfillment of the obligations set forth in Section 12.3 below, Seller shall install the Products and connect them to the requisite safety switches and power lines to be installed by Purchaser. Except as otherwise specified below, if such installation and connection are performed by Seller's technical personnel, prices shown include the cost thereof, provided that the installation and connection can be performed within the Continental United States or Puerto Rico and during normal business hours. Any overtime charges or other special expenses shall be additional charges to the prices shown.

12.3 Purchaser's Obligations. Purchaser shall, at its expense, provide all proper and necessary labor and materials for plumbing service, carpentry work, conduit wiring, and other preparations required for such installation and connection. All such labor and materials shall be completed and available at the time of delivery of the Products by Seller. Additionally, Purchaser shall provide free access to the installation site and, if necessary, safe and secure space for storage of Products and equipment prior to installation by Seller. Purchaser shall be responsible, at its sole cost and expense, for obtaining all permits, licenses and approvals required by any federal, state or local authorities in connection with the installation and operation of the Products, including but not limited to any certificate of need and zoning variances. Purchaser shall provide a suitable environment for the Products and shall ensure that its premises are free of hazardous conditions and any concealed or dangerous conditions and that all site requirements are met. Seller shall delay its work until Purchaser has completed the removal of any hazardous materials or has taken any other precautions and completed any other work required by applicable regulations. Purchaser shall reimburse Seller for any increased costs and expenses incurred by Seller that are the result of or are caused by any such delay. In the event that Seller is requested to supervise the installation of the Products, it remains the Purchaser's responsibility to comply with local regulations. Seller is not an architect and all drawings furnished by Seller are not construction drawings. If local labor conditions, including a requirement to use union labor, require the use of non-Seller employees to participate in the installation of the Product or otherwise causes delays or any additional expenses, then any such additional costs shall be at Purchaser's expense.

12.4 Regulatory Reporting. In the event that any regulatory activity is performed by anyone other than Seller's authorized personnel, then Purchaser shall be responsible for fulfilling any and all reporting requirements.

12.5 Completion of Installation. Installation shall be complete upon the conclusion of final calibration and checkout under Seller's standard procedures to verify that the Products meet applicable written performance specifications. Notwithstanding the foregoing, first use of the Products by Purchaser, its agents or employees for any purpose after delivery shall constitute completion of installation.

13. PATENT, COPYRIGHT AND OTHER INFRINGEMENT CLAIMS

13.1 Infringement by Seller. Seller warrants that the Products manufactured by Seller and sold hereunder do not infringe any U.S. patent or copyright. If Purchaser receives a claim that any such Products, or parts thereof, infringe upon the rights of others under any U.S. patent or copyright, Purchaser shall notify Seller immediately in writing. Provided that Purchaser gives Seller information, assistance and exclusive authority to evaluate, defend and settle such claims, Seller shall at its own expense and option: indemnify and defend Purchaser against such claims; settle such claims; procure for Purchaser the right to use the Products; or remove or modify them to avoid infringement. If none of these alternatives is available on terms reasonable to Seller, then Purchaser shall return the Products to Seller and Seller shall refund to Purchaser the purchase price paid by Purchaser less reasonable depreciation for Purchaser's use of the Products. The foregoing states Seller's entire obligation and liability, and Purchaser's sole remedy, for claims of infringement.

13.2 Infringement by Purchaser. If some or all of the Products sold hereunder are made by Seller pursuant to drawings or specifications furnished by Purchaser, or if Purchaser modifies or combines, operates or uses the Products other than as specified by Seller or with any product, data, software, apparatus or program not provided or approved by Seller, then the indemnity obligation of Seller under Section 13.1 shall be null and void.

14. DESIGNS AND TRADE SECRETS; LICENSE; CONFIDENTIALITY

14.1 Any drawings, data, designs, software programs or other technical information supplied by Seller to Purchaser in connection with the sale of the Products shall remain Seller's property and shall at all times be held in confidence by Purchaser.

14.2 For all Products which utilize software for their operation, such "Applications Software" shall be licensed to Purchaser under the terms of Seller's Software License Schedule attached hereto.

14.3 Seller and Purchaser shall maintain the confidentiality of any information provided or disclosed to the other party relating to the business, customers and/or patients of the disclosing party, as well as this Agreement and its terms (including the pricing and other financial terms under which the Purchaser will be purchasing the Products). Each party shall use reasonable care to protect the confidentiality of the information disclosed, but no less than the degree of care it would use to protect its own confidential information, and shall only disclose the other party's confidential information to its employees and agents having a need to know this information. The obligations of confidentiality set forth herein shall not apply to any information in the public domain at the time of disclosure or that is required to be disclosed by court order or by law.

15. ASSIGNMENT

15.1 Neither party may assign any rights or obligations under this Agreement without the prior written consent of the other, which shall not be unreasonably withheld. Any attempt to do so shall be void, except that Seller may assign this Agreement without consent to any subsidiary or affiliated company, and may delegate to authorized subcontractors or service suppliers any work to be performed under this Agreement so long as Seller remains liable for the performance of its obligations under this Agreement. This Agreement shall inure to and be binding upon the parties and their respective successors, permitted assigns and legal representatives.

16. COSTS AND FEES

16.1 In the event that any dispute or difference is brought arising from or relating to this Agreement or the breach, termination or validity thereof, the prevailing party shall be entitled to recover from the other party all reasonable attorneys' fees incurred, together with such other expenses, costs and disbursements as may be allowed by law.

17. MODIFICATION

17.1 This Agreement may not be changed, modified or amended except in writing signed by duly authorized representatives of the parties.

18. GOVERNING LAW; WAIVER OF JURY TRIAL

18.1 This Agreement shall be governed by the laws of the state where the Product(s) will be installed, without regard to that state's choice of law principles.

18.2 EACH OF THE PARTIES EXPRESSLY WAIVES ALL RIGHTS TO A JURY TRIAL IN CONNECTION WITH ANY DISPUTE UNDER THIS AGREEMENT.

19. COST REPORTING

19.1 Purchaser agrees that it must fully and accurately report prices paid under this Agreement, net of all discounts, as required by applicable law and contract, including without limitation 42 CFR §1001.952(h),in all applicable Medicare, Medicaid and state agency cost reports. Purchaser shall retain a copy of this Agreement and all other communications regarding this Agreement, together with the invoices for purchase and permit agents of the U.S. Department of Health and Human Services or any state agency access to such records upon request.

20. INTEGRATION

20.1 These terms and conditions, including any attachments or other documents incorporated by reference herein, constitute the entire, complete and exclusive statement of agreement with respect to the subject matter hereof, and supersede any and all prior agreements, understandings and communications between the parties with respect to the Products. Purchaser's additional or different terms and conditions stated in a purchase order, bid documents or any other document issued by Purchaser are specifically rejected and shall not apply to the transactions contemplated under this Agreement.

21. SEVERABILITY; HEADINGS

21.1 No provision of this Agreement which may be deemed unenforceable will in any way invalidate any other portion or provision of this Agreement. Section headings are for convenience only and have no substantive effect.

22. WAIVER

22.1 No failure and no delay in exercising, on the part of any party, any right under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right preclude the further exercise of any other right.

23. NOTICES
23.1 Any notice or other communication under this Agreement shall be deemed properly given if in writing and delivered in person or mailed, properly addressed and stamped with the required postage, to the intended recipient at its address specified on the face hereof.

24. RIGHTS CUMULATIVE
24.1 The rights and remedies afforded to Seller under this Agreement are in addition to, and do not in any way limit, any other rights or remedies afforded to Seller by any other agreement, by law or otherwise.

25. END USER CERTIFICATION
25.1 Purchaser represents, warrants and covenants that it is acquiring the Products for its own end use and not for reselling, leasing or transferring to a third party (except for lease-back financings).

26. ACCESS TO BOOKS AND RECORDS
26.1 To the extent required by Section 1861(v)(1)(I) of the Social Security Act and the regulations promulgated thereunder, until the expiration of four (4) years after the furnishing of any Product or service pursuant to this Agreement, Seller shall make available, upon written request by the Secretary of Health and Human Services (the "Secretary"), or upon request by the Comptroller General (the "Comptroller"), or any of their duly authorized representatives, copies of this Agreement and any books, documents, records or other data of Seller that are necessary to certify the nature and extent of any costs incurred by Purchaser for such Products and services. If Seller carries out any of its duties under this Agreement through a subcontract with a related organization involving a value or cost of ten thousand dollars ($10,000) or more over a twelve (12) month period, Seller will cause such subcontract to contain a clause to the effect that, until the expiration of four (4) years after the furnishing of any Product or service pursuant to said contract, the related organization will make available upon the written request of the Secretary or the Comptroller, or any of their duly authorized representatives, copies of records of said related organization that are necessary to certify the nature and extent of cost incurred by Purchaser for such Product or service.

27. DISPOSITION OF PRODUCTS
27.1 Purchaser expressly agrees that should Purchaser sell, transfer or otherwise dispose of the Products, Purchaser shall notify Seller in writing and give Seller the opportunity to purchase such Products. With Purchaser's notice, Purchaser shall provide Seller with a copy of the third party's binding offer to purchase the Products and Seller shall have seven (7) days to notify the Purchaser of an offer to purchase the Products.

05/15 Rev.

SIEMENS
Siemens Medical Solutions USA, Inc.
40 Liberty Boulevard, Malvern, PA 19355
Fax: (866) 309-6967

SIEMENS REPRESENTATIVE
Mathew Hayes - (336) 263-4273

Software License Schedule to the Siemens Medical Solutions USA, Inc. General Terms and Conditions

1. DEFINITIONS: The following definitions apply to this Schedule:
"**Agreement**" shall mean the attached (i) Quotation for Products and/or Services including the Terms and Conditions of Sale and applicable schedules; and/or (ii) Software License Agreement describing the software licensed herein and the specific system for which the license is issued.
"**Licensor**" shall mean Siemens Medical Solutions USA, Inc.
"**Licensee**" shall mean the end-user to whom Licensor provides Software or Documentation for its internal use under the Agreement.
"**Software**" shall mean the software described in the attached Agreement, including the following as contained therein: (i) software programs consisting of a series of statements or instructions to be used directly or indirectly in a programmable controller or computer to bring about a certain result and (ii) databases consisting of systemized collections of data to be used or referenced directly or indirectly by a programmed controller or computer. Notwithstanding the foregoing, "Software" does not include "firmware" as such term is conventionally understood. Diagnostic/Maintenance Software also is not included within the scope of the Software licensed under this Schedule, and is available only as a special option under a separate Diagnostic Materials License Agreement and may be subject to a separate licensing fee.
"**Documentation**" shall mean the documents and other supporting materials which are intended to support the use of an associated product, including (but not limited to) instructions, descriptions, flow charts, logic diagrams and listings of the Software, in text or graphic form, on machine readable or printed media.
"**Designated Unit**" shall mean a single control unit or computer identified on the first page of the Agreement, on which Software licensed hereunder may be used by Licensee.

2. SCOPE: The following terms and conditions shall apply to all Software and Documentation provided by Licensor to Licensee under the Agreement (whether included with other products listed in the Agreement or listed separately in the Agreement), together with any updates or revisions thereto which Licensor may provide to Licensee, and all copies thereof, except any Software and/or Documentation licensed directly by Licensor's supplier under a separate end-user license agreement accompanying the Software or the Documentation, in which case Licensee agrees to be bound by that license agreement as a condition to using the Software and/or Documentation. Except as expressly provided herein, and provided that in no event shall the warranties or other obligations of Licensor with respect to such Software or Documentation exceed those set forth in this Schedule, this Schedule shall be subject to the liability limitations and exclusions and other terms and conditions set forth in the Agreement. **ANY USE OF THE SOFTWARE, INCLUDING BUT NOT LIMITED TO USE ON THE DESIGNATED UNIT, WILL CONSTITUTE LICENSEE'S AGREEMENT TO THIS SOFTWARE LICENSE SCHEDULE (OR RATIFICATION OF ANY PREVIOUS CONSENT).**

3. SOFTWARE AND DOCUMENTATION LICENSE: Subject to the payment of any applicable annual license fee(s), whether stated separately or included in the purchase price of another product, and to Licensee's acceptance of all of the obligations set forth herein and to the fulfillment of those obligations, Licensor or, if applicable, its licensor or supplier, hereby grants to Licensee a paid-up, nonexclusive and nontransferable (except as expressly provided in this Schedule) limited license to use the Software provided by Licensor under the Agreement solely for Licensee's own use on the Designated Unit and to use the Documentation in support of Licensee's authorized use of the Software, for the purpose of operating the Designated Unit in accordance with the instructions set forth in the user's manual supplied with the Designated Unit and for no other purpose whatsoever. A separate license is required for each Designated Unit on which the Software is to be used. Licensee may obtain from Licensor one copy of the Software licensed hereunder for backup and archival purposes only as is necessary to support Licensee's own authorized use of the Software, provided that Licensee includes on or in all copies (in any form) all copyright, trade secret or other proprietary notices contained on or in the Software as provided by Licensor. Additional copies of the Documentation may be licensed from Licensor at its then applicable charges. Licensee may make the Software and Documentation (including any copies) available only to its employees and other persons on Licensee's premises to whom such disclosure is necessary to enable Licensee to use the Software or Documentation within the scope of the license provided in this Schedule. If the Software is supplied to any unit or agency of the United States Government other than the Department of Defense, the Software and Documentation are classified as "restricted computer software" and the Government's rights in the Software and Documentation shall be as provided in paragraph (c) (2) of the Commercial Computer Software-Restricted Rights clause in FAR 52.227-19 and any successor laws, rules or regulations thereto. If the Software is supplied to the United States Department of Defense, the Software is classified as "commercial computer software" and the Government is furnished the Software and Documentation with "restricted rights" as defined in paragraph (c) (1) of the Rights in Technical Data and Computer Software clause in DFARS 252.227-7013 and any successor laws, rules or regulations thereto.

4. PROPRIETARY PROTECTION AND CONFIDENTIALITY: Ownership of and title to the Software and Documentation and all copies, in any form, licensed under this Schedule are and will remain in Licensor or its suppliers at all times. Licensee shall not (i) remove any copyright, trade secret or other proprietary right notices contained on or in the Software or Documentation as provided by Licensor, (ii) reproduce or modify any Software or Documentation or copy thereof, (iii) reverse assemble, reverse engineer or decompile any Software, or copy thereof, in whole or in part (except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation), (iv) sell, transfer or otherwise make available to others the Software or Documentation, or any copy thereof, except as expressly permitted by this Schedule, or (v) apply any techniques to derive any trade secrets embodied in the Software or Documentation. Licensee shall take all appropriate actions to ensure that: (i) the Software does not leave the Designated Unit's equipment location as set forth above, (ii) the Software is not copied by Licensee or any third parties, and (iii) the Software is not used in any equipment other than the Designated Unit. Licensee shall secure and protect the Software and Documentation and copies thereof from disclosure and shall take such actions with its employees and other persons who are permitted access to the Software or Documentation or copies as may be necessary to satisfy Licensee's obligations hereunder. Prior to disposing of any computer medium, computer memory or data storage apparatus, Licensee shall ensure that all copies of Software and Documentation have been erased therefrom or otherwise destroyed. In the event that Licensee becomes aware that any Software or Documentation or copies are being used in a manner not permitted by the license, Licensee shall immediately notify Licensor in writing of such fact and if the person or persons so using the Software or Documentation are employed or otherwise subject to Licensee's direction and control, Licensee shall use reasonable efforts to terminate such impermissible use. Licensee will fully cooperate with Licensor so as to enable Licensor to enforce its proprietary and property rights in the Software. Licensee agrees that, subject to Licensee's reasonable security procedures, Licensor shall have immediate access to the Software at all times and that Licensor may take immediate possession thereof upon termination or expiration of the associated license or this Schedule. Licensee's obligations under this paragraph shall survive any termination of a license, the Schedule or the Agreement.

5. UPDATES AND REVISIONS: During the warranty period or under a separate service contract or software update subscription, revised or updated versions of the Software licensed under this Schedule may be made available, at Licensor's option, to Licensee to use or to test while Licensee continues use of a previous version. Licensee has the right to decide whether to install any such revised or updated versions or to continue use of the previous version after giving due regard to the United States Food and Drug Administration rules and regulations. However, Licensee shall pay Licensor for any services necessitated by any modifications of the Software by Licensee or by Licensee's failure to utilize the current non-investigational version of the Software provided by Licensor. Software updates that provide new features or capabilities or that require hardware changes will be offered to Licensee at purchase prices established by Licensor. Licensor retains the sole right to determine whether an update represents an enhancement of a previously purchased capability or a new capability for which the Licensee will be charged. In addition, some updates may require Applications Training performed by Licensor's personnel that will be offered at Licensor's prevailing rates. Licensor retains the sole right to determine whether an update requires such training.

6. DELIVERY, RISK OF LOSS AND TITLE: Notwithstanding the provisions of Section 6 of the attached Terms and Conditions of Sale, if any, the Software and Documentation licensed hereunder shall be delivered on or about the delivery date stated in the Agreement unless a separate delivery date is agreed upon. If Software or Documentation licensed hereunder is lost or damaged during shipment from Licensor, Licensor will replace it at no charge to Licensee. If any Software or Documentation supplied by Licensor

and licensed hereunder is lost or damaged while in the possession of Licensee, Licensor will replace it at Licensor's then current applicable charges, if any, for materials, processing and distribution. Notwithstanding the provisions of Section 6 of the attached Terms and Conditions of Sale, if any, the Software and Documentation, in any form, and all copies made by Licensee, including partial copies, and all computer media provided by Licensor are and remain the property of Licensor or its supplier. Licensee has no right, title or interest in the Software, the Documentation, or any computer media provided by Licensor, or copies, except as stated herein, and ownership of any such Software, Documentation and computer media shall at all times remain with Licensor or its suppliers.

7. LICENSE TRANSFER: The Software and Documentation, and the license hereunder, may not be assigned, transferred or sublicensed except as hereinafter provided. Upon the sale or lease of the Designated Unit to a third party, Licensee may transfer to such third party, with Licensor's written consent and in accordance with Licensor's then current policies and charges, the license to use the Software and Documentation hereunder, together with the Software, the Documentation, the computer media provided by Licensor, and all copies provided that: (i) Licensee notifies Licensor in writing of the name and address of such third party; (ii) such third party agrees in a written instrument delivered to Licensor to the terms of this Schedule; and (iii) Licensee does not retain any copies of the Software or Documentation in any form.

8. WARRANTIES: Licensor warrants that for the warranty period provided by Licensor under the attached Terms and Conditions of Sale, if any, the Software shall conform in all material respects to Licensor's published specifications as contained in the applicable supporting Documentation. This paragraph replaces Paragraphs 10.1 and 10.4 of any such Terms and Conditions of Sale with respect to the Software and Documentation. Such Documentation may be updated by Licensor from time to time and such updates may constitute a change in specification. Licensee acknowledges that the Software is of such complexity that it may have inherent or latent defects. As Licensee's sole remedy under the warranty, Licensor will provide services, during the warranty period, to correct documented Software errors which Licensor's analysis indicates are caused by a defect in the unmodified version of the Software as provided by Licensor. Licensor does not warrant that the Software will meet Licensee's requirements, or will operate in combinations which may be selected for use by Licensee, or that the operation of the Software will be uninterrupted or error free. Licensee is responsible for determining the appropriate use of and establishing the limitations of the Software and its associated Documentation as well as the results obtained by use thereof.

LICENSOR MAKES NO WARRANTY WITH RESPECT TO THE SOFTWARE AND DOCUMENTATION OTHER THAN THOSE SET FORTH IN THIS SECTION. THE WARRANTY HEREIN IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY DISCLAIMED, AND CONSTITUTES THE ONLY WARRANTY MADE WITH RESPECT TO THE SOFTWARE AND DOCUMENTATION.

9. LICENSE TERM AND TERMINATION: The license for the Software and Documentation is effective on the shipment date of the Software and Documentation (F.O.B. shipping point or F.A.S., as the case may be) and continues until Licensee's possession of the Software and all copies ceases (except in connection with a transfer of the license as permitted by this Schedule) or until otherwise terminated as provided herein. Licensee may terminate the license for the Software and Documentation at any time after discontinuance of use of the Software and Documentation and all copies, upon written notice to Licensor. If Licensee (i) fails to comply with its obligations herein and does not cure such failure within ten (10) days after receipt of notice from Licensor, or (ii) attempts to assign the Agreement or this Schedule or any rights or obligations hereunder without Licensor's prior written consent, then Licensor may terminate the license hereunder and require the immediate discontinuance of all use of the Software and Documentation and all copies thereof in any form, including modified versions and updated works. Within five (5) days after the termination of the license, Licensee shall, at Licensor's option either: (i) return to Licensor the Software and Documentation, and all copies, in any form, including updated versions, along with any computer media provided by Licensor; or (ii) destroy the affected Software and Documentation, and all copies, in any form, including updated versions, and certify such return or destruction in writing to Licensor.

10. MISCELLANEOUS: Since the unauthorized use of the Software and/or Documentation may leave Licensor without an adequate remedy at law, Licensee agrees that injunctive or other equitable relief will be appropriate to restrain such use, threatened or actual. Licensee further agrees that to the extent applicable, (i) any of Licensor's suppliers of Software and/or Documentation is a direct and intended beneficiary of this Schedule and may enforce it directly against Licensee with respect to the Software and/or Documentation provided by such supplier, and that (ii) **NO SUPPLIER OF LICENSOR SHALL BE LIABLE FOR ANY GENERAL, SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR OTHER DAMAGES ARISING OUT OF ANY SUBLICENSE OF THE SOFTWARE AND/OR DOCUMENTATION. THIS LIMITATION ON LIABILITY SHALL APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.**

11. ADDITIONAL PROVISIONS RELATING TO THIRD-PARTY SOFTWARE: If the Software includes software licensed by Licensor from third parties, the following additional provisions shall apply:

(a) If Software is provided by Licensor on separate media and labeled "Recovery Media," Licensee may use the Recovery Media solely to restore or reinstall the Software and/or Documentation originally installed on the Designated Unit.

(b) Licensee is licensed to use the Software to provide only the limited functionality (specific tasks or processes) for which the Designated Unit has been designed and marketed by Licensor. This license specifically prohibits any other use of the software programs or functions, or inclusion of additional software programs or functions that do not directly support the limited functionality, on the Designated Unit. If Licensee uses the Designated Unit to access or utilize the services or functionality of Microsoft Windows Server products (such as Microsoft Windows NT Server 4.0 (all editions) or Microsoft Windows 2000 Server (all editions)), or uses the Designated Unit to permit workstation or computing devices to access or utilize the services or functionality of Microsoft Windows Server products, Licensee may be required to obtain a Client Access License for the Designated Unit and/or each such workstation or computing device. Licensee should refer to the end user license agreement for its Microsoft Windows Server product for additional information.

(c) The Software may contain support for programs written in Java. Java technology is not fault tolerant and is not designed, manufactured, or intended for use or resale as online control equipment in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, or weapons systems, in which the failure of Java technology could lead directly to death, personal injury, or severe physical or environmental damage. Sun Microsystems, Inc. has contractually obligated Licensor's supplier to make this disclaimer.

(d) The Software may permit Licensor, its supplier(s), or their respective affiliates to provide or make available to Licensee Software updates, supplements, add-on components, or Internet-based services components of the Software after the date Licensee obtains its initial copy of the Software ("Supplemental Components").

- If Licensor provides or makes available to Licensee Supplemental components and no other end-user software licensing agreement terms are provided along with the Supplemental Components, then the terms of this Software License Schedule shall apply.

- If a supplier of Licensor or affiliates of such a supplier make available Supplemental Components, and no other end-user software licensing agreement terms are provided, then the terms of this Schedule shall apply, except that the supplier or affiliate entity providing the Supplemental Component(s) shall be the licensor of the Supplemental Component(s).

Licensor, its supplier(s), and their respective affiliates reserve the right to discontinue any Internet-based services provided to Licensee or made available to Licensee through the use of the Software.

(e) **The Software and Documentation supplied by Licensor's suppliers are provided by such suppliers "AS IS" and with all faults. SUCH SUPPLIERS DO NOT BEAR ANY OF THE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, OR EFFORT (INCLUDING LACK OF NEGLIGENCE) WITH RESPECT TO SUCH SOFTWARE AND DOCUMENTATION. ALSO, THERE IS NO WARRANTY BY SUCH SUPPLIERS AGAINST INTERFERENCE WITH LICENSEE'S ENJOYMENT OF THE SOFTWARE OR AGAINST INFRINGEMENT. IF LICENSEE HAS RECEIVED ANY WARRANTIES REGARDING THE DESIGNATED UNIT OR THE SOFTWARE, THOSE WARRANTIES DO NOT ORIGINATE FROM, AND ARE NOT BINDING ON, LICENSOR'S SUPPLIERS.**

(f) Licensee acknowledges that portions of the Software are of U.S. origin. Licensee agrees to comply with all applicable international and national laws that apply to the Software, including the U.S. Export Administration Regulations, as well as applicable end-user, end-use and destination restrictions issued by U.S. and other governments. For additional information on exporting software supplied by Microsoft, see http://www.microsoft.com/exporting/.

Revised 03/15/05

SIEMENS
Siemens Medical Solutions USA, Inc.
40 Liberty Boulevard, Malvern, PA 19355
Fax: (866) 309-6967

SIEMENS REPRESENTATIVE
Mathew Hayes - (336) 263-4273

TRADE-IN EQUIPMENT REQUIREMENTS

THE FOLLOWING APPLIES ONLY TO THE EXTENT THAT THE QUOTATION INCLUDES AN EQUIPMENT TRADE-IN. THESE REQUIREMENTS ARE IN ADDITION TO ANY OTHER REFERENCED TERMS AND CONDITIONS ON THE QUOTATION AND SHALL REMAIN IN EFFECT REGARDLESS OF ANY CONTRARY LANGUAGE IN THE QUOTATION.

This Quotation includes the trade-in equipment described herein and referenced by either the Project Number identified in the Quotation hereof (non-ultrasound) or the Trade Allowance Part Number (Ultrasound) as further described in the associated Trade Sheet which is incorporated herein by reference. Purchaser certifies that the description of the trade-in equipment as set forth on the Trade Sheet is a true and accurate representation of the equipment, and that the equipment is in good working condition unless otherwise noted on the Trade Sheet.

The trade-in equipment must be made available for removal no later than turnover of the new equipment. Title to the trade-in equipment shall pass to Siemens upon the earlier of de-installation of the trade-in equipment or installation/turnover of the new equipment. Purchaser must vacate the room of all items not listed on the Trade Sheet, or otherwise clearly identify all items listed on the Trade Sheet, prior to the start of the de-installation. If this is not done, Seller will have no liability for items which are subsequently removed or scrapped. If the de-installation or return of the trade-in equipment is delayed by Purchaser for reasons other than a force majeure event, or if upon inspection by Seller it is determined that the equipment does not meet the manufacturer's operating specifications, or if any items listed as included on the Trade Sheet are not made available at the time of de-installation, then trade-in value will be re-evaluated and any loss in value or additional costs incurred by Seller shall be deducted from the established trade-in value and the pricing set forth on this Quotation will be adjusted by change order. In the event that access to the trade-in equipment is denied past 14 days post-turnover, then Purchaser shall pay to Seller a rental fee in the amount 3.5% of the total trade-in value plus any additional value provided by an Elevate/Promotional program included in this quotation (no less than $1000) for each month, or part thereof, that access is denied. In addition, if the purchase and installation of the new equipment covered by this Quotation is not completed, then Seller shall invoice Purchaser for all costs and expenses incurred by Seller in connection with the de-installation and removal of the trade-in equipment, including but not limited to labor, materials, rigging out, and transportation, which costs shall be paid by Purchaser within thirty (30) days of the invoice date.

Purchaser further acknowledges and agrees that (i) the trade-in equipment will be free and clear of all liens and encumbrances including, but not limited to, unpaid leases and loans, and that upon request, it will execute a bill of sale or other documents reasonably satisfactory to Siemens to transfer title and ownership of the equipment to Seller, (ii) it is Purchaser's sole responsibility to delete all protected health information and any other confidential information from the equipment prior to de-installation, without damaging or cannibalizing the equipment or otherwise affecting the operation of the equipment in accordance with its specifications, (iii) the equipment, including all updates, upgrades, modifications, enhancements, revisions, software, S/W disks and manuals, shall be returned to Siemens in good operating condition, reasonable wear and tear excepted, and (iv) to the extent not prohibited by applicable law, Purchaser shall indemnify and hold Seller harmless from and against any and all claims, demands, causes of action, damages, liability, costs and expenses (including reasonable attorney's fees) resulting or arising from Purchaser's failure to comply with item (i) above.

FOR MR SYSTEMS: cryogen levels must be least 65% upon time of de-installation. FOR MOBILE SYSTEMS: system must be road worthy and a state issued title transferring ownership to Seller must be received by Seller prior to the removal of the mobile system. FOR MODALITY TRADE SYSTEMS (non-ultrasound): The trade-in equipment must be available for inspection within two weeks of the scheduled de-installation date. In addition, Purchaser must provide a clear path for the removal of the trade-in equipment. Any additional costs due to the need to use a larger rig (other than a standard 80 ton rig), as well as any construction activities, street closings, permits, etc., required to de-install/remove the equipment are out-of-scope costs and will be the responsibility of Purchaser.

SIEMENS
Siemens Medical Solutions USA, Inc.
40 Liberty Boulevard, Malvern, PA 19355
Fax: (866) 309-6967

SIEMENS REPRESENTATIVE
Mathew Hayes - (336) 263-4273

AX Warranty Information

Product (New Systems and "ECO" Refurbished Systems Only)	**Period of Warranty**[1]	**Coverage**	
X-Ray System (not including consumables)	12 months	Full Warranty (parts & labor)	Includes Flat Panel Detectors
Following parts will include warranty as listed below:			
All AX Flat Panel Detectors (Includes HDR, Q.zen, and Pixium Detectors)	First 12 months Months 13 through 36	100% Wear or Failure parts and labor Prorated credit given to customer against replacement cost	credit percentage = (36 - months in use) / 36*100
Megalix Cat Plus Tube	First 12 months Months 13 through 24	80,000 SLU or 12 months, whichever occurs first Prorated credit given to customer against replacement cost, parts only	credit percentage = (24 - months in use) / 24*100
Gigalix Tube	First 12 months Months 13 through 24	100,000 SLU or 12 months, whichever occurs first Prorated credit given to customer against replacement cost, parts only	credit percentage = (24 - months in use) / 24*100
Consumables	Not covered		
Post-Warranty (after expiration of system warranty) – Replacement parts only!			
Items above	As described above, but parts only	As described above, but parts only	As described above, but parts only
Spare Parts	6 months	Parts only	

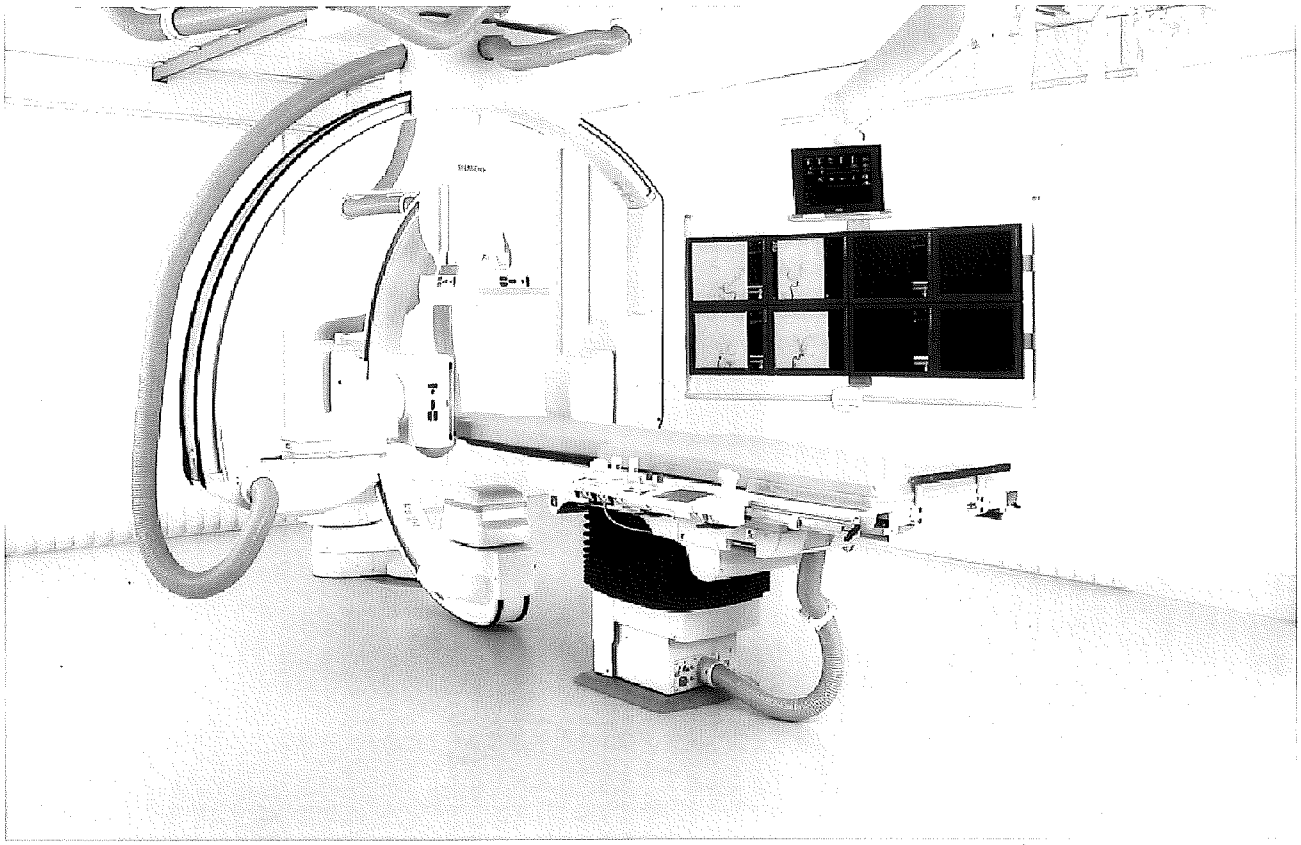
Note: Optional extended warranty coverage can be obtained by purchase of a service agreement.

[1] Period of warranty commences from the date of first use or completion of installation, whichever occurs first. In the event the completion of installation is delayed for reasons beyond Siemens' control, the stated warranty period shall commence 60 days after delivery of equipment.

[2] SLU: Siemens Load Unit (1 exposure or 2 seconds cine DCM (Digital Cine Mode) or 15 seconds Digital Pulsed Fluoroscopy (DPF)

SIEMENS

ARTIS Q/Q.ZEN/ZEE BIPLANE
TYPICAL ROOM PLAN



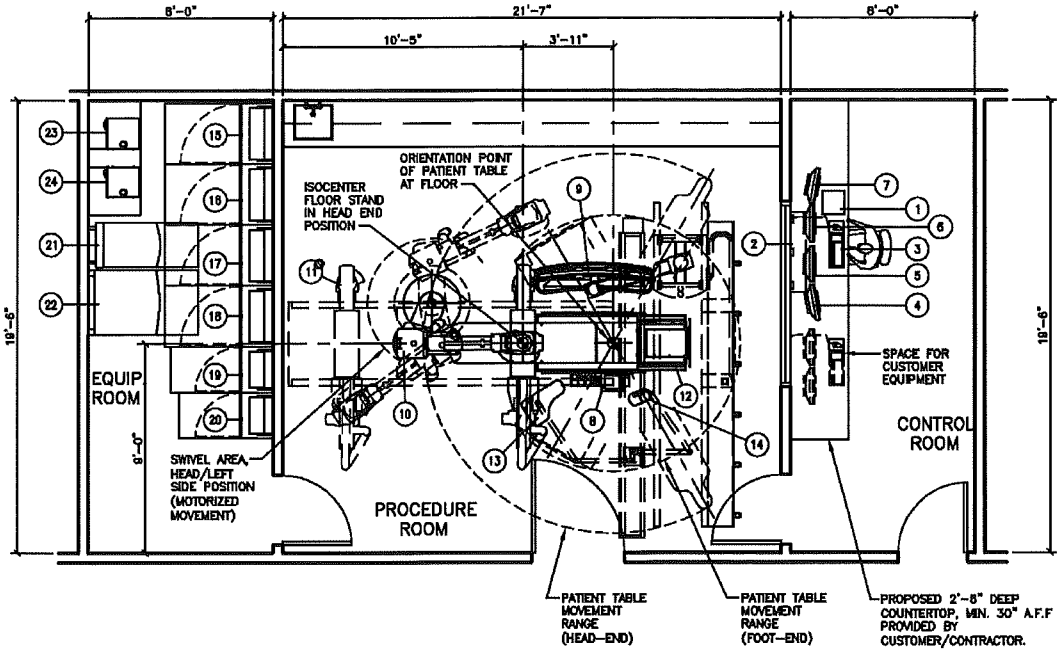
The intended use for this Cut Sheet is to communicate the spatial requirements as well as the basic architectural, electrical, structural, and mechanical requirements for this piece of imaging equipment. The information provided in this document is for reference only, during the pre-planning stage, and therefore does not contain any site specific detailed requirements. This information is subject to change without notice. Federal, state and/or local requirements may impact the final placement of the components. It is the customer's responsibility to ensure that the final layout and placement of the equipment complies with all applicable requirements.

SIEMENS

FOR REFERENCE ONLY,
NOT FOR CONSTRUCTION.

ARTIS Q/Q.ZEN/ZEE BIPLANE

TYPICAL ROOM PLAN



TYPICAL PLAN

SCALE: 1/8" = 1'-0"

REMOTE SYSTEM DIAGNOSTICS

SIEMENS REMOTE SERVICES (SRS) REQUIRES A CONNECTION BETWEEN THE SRS REMOTE SERVER AND SIEMENS SYSTEMS VIA REMOTE LOCAL AREA NETWORK ACCESS, TO ENSURE THE UPTIME OF YOUR SYSTEM.

THIS SERVICE REQUIRES ONE OF THE FOLLOWING CONNECTION METHODS:
1. (PREFERRED) VPN – WHERE THE CUSTOMER HAS AVAILABLE A VPN CAPABLE FIREWALL OR OTHER VPN APPLIANCE.
2. (OPTIONAL) *SRS ROUTER* – CONNECTED TO ANALOG PHONE LINE VIA *ANALOG MODEM*, ETHERNET CONNECTION TO CUSTOMER'S LAN, AND A POWER OUTLET. NOTE: = *SUPPLIED BY SIEMENS*

TRANSPORTING REQUIREMENTS

LARGEST CRATE WITH PACKING: 120"L x 49.2"W x 84.7"H, 2,458 LBS.

LARGEST INDIVIDUAL PIECE WITH CARRIAGE (MIN. DOOR OPENING) 114.2"L x 42.6"W x 77.2"H, 1,984 LBS.

MIN. CORRIDOR WIDTH: 82.7"

TRANSPORT/STORAGE FLAT PANEL DETECTOR

IN SYSTEMS WITH FLAT PANEL DETECTORS, THE DETECTOR IS REMOVED FROM THE STAND FOR TRANSPORT TO THE CUSTOMER. THE LIMITED TRANSPORT AND STORAGE CONDITIONS APPLY FOR THE DETECTOR.

FLAT PANEL DETECTOR:

TEMPERATURE RANGE:	14° F TO 131° F
RELATIVE HUMIDITY:	20% TO 95% NON CONDENSING
AIR PRESSURE:	700 hPa TO 1060 hPa

CEILING HEIGHT REQUIREMENT

9 FT. – 6 3/8 IN.

RESOURCE LIST (SMS USE ONLY)

DESIGNATION	PG NUMBER	DATE
ARTIS Q / Q.ZEN BIPLANE ANGIO	AXAQ-070.891.02.01.02	04.13
EXTENDED DCS	AXA4-700.891.04.04.02	09.11
DCS LARGE DISPLAY	AXA4-700.891.03.04.02	09.11

SIEMENS

FOR REFERENCE ONLY,
NOT FOR CONSTRUCTION.

ARTIS Q/Q.ZEN/ZEE BIPLANE

SPECIFICATIONS

EQUIPMENT LEGEND

NO	DESCRIPTION	SMS SYM	WEIGHT (LBS)	BTU/HR TO AIR	DIMENSIONS (INCHES) W	D	H	REMARKS
1	ACE (ARCHIVE CONTROL EXTENSION)	⊖	13	N/A	12 1/4	11 3/4	4	ON COUNTER
2	CONTROL ROOM DISTRIBUTOR	DR	64	342	41 1/2	8 1/4	16 1/8	WALL MOUNTED
3	KEYBOARD	⊖	2.2	342	17 1/2	6 1/8	2 1/8	ON COUNTER
4	19" MONOCHROME LIVE DISPLAY (FLOOR PLANE)	⊖	15	256	16 1/2	8 1/4	13 1/2	ON COUNTER
5	19" MONOCHROME LIVE DISPLAY (CEILING PLANE)	⊖	15	256	16 1/2	8 1/4	13 1/2	ON COUNTER
6	19" MONOCHROME REFERENCE DISPLAY (FLOOR PLANE) (OPTION)	⊖	15	256	16 1/2	8 1/4	13 1/2	ON COUNTER
7	19" MONOCHROME REFERENCE DISPLAY (CEILING PLANE) (OPTION)	⊖	15	256	16 1/2	8 1/4	13 1/2	ON COUNTER
8	TABLE CONTROL MODULES	⊖	16	---	20	8 3/4	3 1/2	ON TABLE OR TROLLEY
9	DCS LARGE DISPLAY (OPTION)	D1	542	1,706	167	45 3/8	50 3/4	CEILING SUSPENDED
10	ARTIS Q / Q.ZEN / ZEE BIPLANE ANGIO FLOOR STAND W/ MOUNTING PLATE	P1	1,466	683	---	---	---	C-ARM FLOOR MOUNTED
11	ARTIS Q / Q.ZEN / ZEE BIPLANE ANGIO CEILING STAND W/ LONGITUDINAL RAILS	P2	1,248	683	---	---	---	C-ARM CEILING MOUNTED
12	PATIENT TABLE (O.R.)	T1	1,169	683	---	---	---	FLOOR MOUNTED
13	UPPER BODY RADIATION SHIELD 4 M TRACK (OPTION)	⊖	196	---	---	---	---	TRACK MOUNTED
14	MAVIG LED LAMP (OPTION)	⊖	48	---	---	---	---	
15	POLYDOROS A100 (POWER UNIT 1)	PU	723	4,094	31 1/2	17 1/8	87	FLOOR MOUNTED
16	POLYDOROS A100 (POWER UNIT 2)	PU2	723	4,094	31 1/2	17 1/8	87	FLOOR MOUNTED
17	CABLE CABINET	CC	265	---	31 1/2	17 1/8	87	FLOOR MOUNTED
18	SYSTEM CONTROL CABINET	SC1	655	5,459	31 1/2	17 1/8	87	FLOOR MOUNTED
19	SYSTEM CONTROL CABINET 2	SC3	364	4,094	23 1/2	17 1/8	87	FLOOR MOUNTED
20	SYSTEM CONTROL CABINET (O.R. TABLE ONLY)	SC2	276	683	23 1/2	17 1/8	87	FLOOR MOUNTED
21	LARGE DISPLAY CONTAINER FOR DCS LD (OPTION)	DC	253	1,535	23	37 1/2	28 3/8	MTD. ON CASTERS
22	AXIS IMAGE SYSTEM	IS	441	6,483	33 1/2	37 1/8	28	MTD. ON CASTERS
23	KLUVER COOLING UNIT (PLANE A)	CU1	93	13,649	18 3/4	15 1/2	18 3/4	FLOOR OR SHELF MOUNTED
24	KLUVER COOLING UNIT (PLANE B)	CU2	93	13,649	18 3/4	15 1/2	18 3/4	FLOOR OR SHELF MOUNTED

SIEMENS

FOR REFERENCE ONLY,
NOT FOR CONSTRUCTION.

ARTIS Q/Q.ZEN/ZEE BIPLANE
SPECIFICATIONS

SYSTEM POWER SUPPLY REQUIREMENTS	
WIRING SYSTEM:	480Y/277V, 3 PHASE, 5-WIRE, 60 HZ.
MINIMUM POWER SUPPLY:	225 KVA DISTRIBUTION XFMR, LESS THAN OR EQUAL TO 3% IMPEDANCE
X-RAY GENERATOR MOMENTARY RATING: (RADIOGRAPHIC EXPOSURE)	162 KVA
X-RAY GENERATOR LONG-TIME RATING: (FLUOROSCOPY)	8 KVA
LINE IMPEDANCE	≤ 120 (mΩ)
MINIMUM CIRCUIT BREAKER SIZE: (BASED ON N.E.C. 517-73)	100 AMPS
POWER QUALITY PARAMETERS	
MAXIMUM LINE VOLTAGE VARIATION	±10% OF SYSTEM VOLTAGE
PHASE IMBALANCE:	2%
FREQUENCY VARIATION:	± 1 HZ
SYSTEM GROUNDING IMPEDANCE:	0.25 OHMS MAX.

POWER SUPPLY NOTES:

1. INCOMING POWER SUPPLIES FOR SIEMENS EQUIPMENT SHOULD BE DEDICATED (BACK TO SOURCE), ISOLATED AND INSULATED FROM ANY OTHER EQUIPMENT SUCH AS ELEVATORS, GENERATORS, HVAC SYSTEMS, ETC.
2. SIEMENS HEALTHCARE REQUIRES THAT THE INCOMING POWER MEETS THE POWER QUALITY REQUIREMENTS.

POWER REQUIREMENTS

POLYDOROS-M / POLYDOROS A100 GENERATOR #1 (PU1):
480 VOLTS, 3-PHASE, 162 KVA, 100 AMPS, 60 Hz
POLYDOROS-M / POLYDOROS A100 GENERATOR #2 (PU2):
480 VOLTS, 3 PHASE, 162 KVA, 100 AMPS, 60 Hz
SYSTEM CONTROL CABINET (SC1):
480 VOLTS, 3-PHASE, 14 KVA, 50 AMPS, 60 Hz.

MAGNETIC FIELD PRECAUTIONS

THE PRESENCE OF MAGNETIC FIELDS IN THE VICINITY OF EQUIPMENT MAY HAVE AN ADVERSE EFFECT. IT IS THE CUSTOMER'S RESPONSIBILITY TO VERIFY THAT THE FOLLOWING VALUES ARE NOT EXCEEDED.

MAXIMUM ALLOWABLE MAGNETIC FIELD	DEVICES
1.0mT (10 GAUSS)	COMPUTERS, MAGNETIC DISK DRIVES, OSCILLOSCOPES, PROCESSORS
0.5mT (5 GAUSS)	X-RAY TUBES, B/W MONITORS, MAGNETIC DATA CARRIERS, DATA STORAGE DRIVES
0.2mT (2 GAUSS)	SIEMENS CT SCANNERS
0.15mT (1.5 GAUSS)	COLOR MONITORS, SIEMENS LINEAR ACCELERATORS
0.05mT (0.5 GAUSS)	X-RAY IMAGE INTENSIFIERS, GAMMA CAMERAS, PET/CYCLOTRON, OTHER LINEAR ACCELERATORS

MAGNETIC FIELDS SHOULD BE MEASURED PRIOR TO DELIVERY

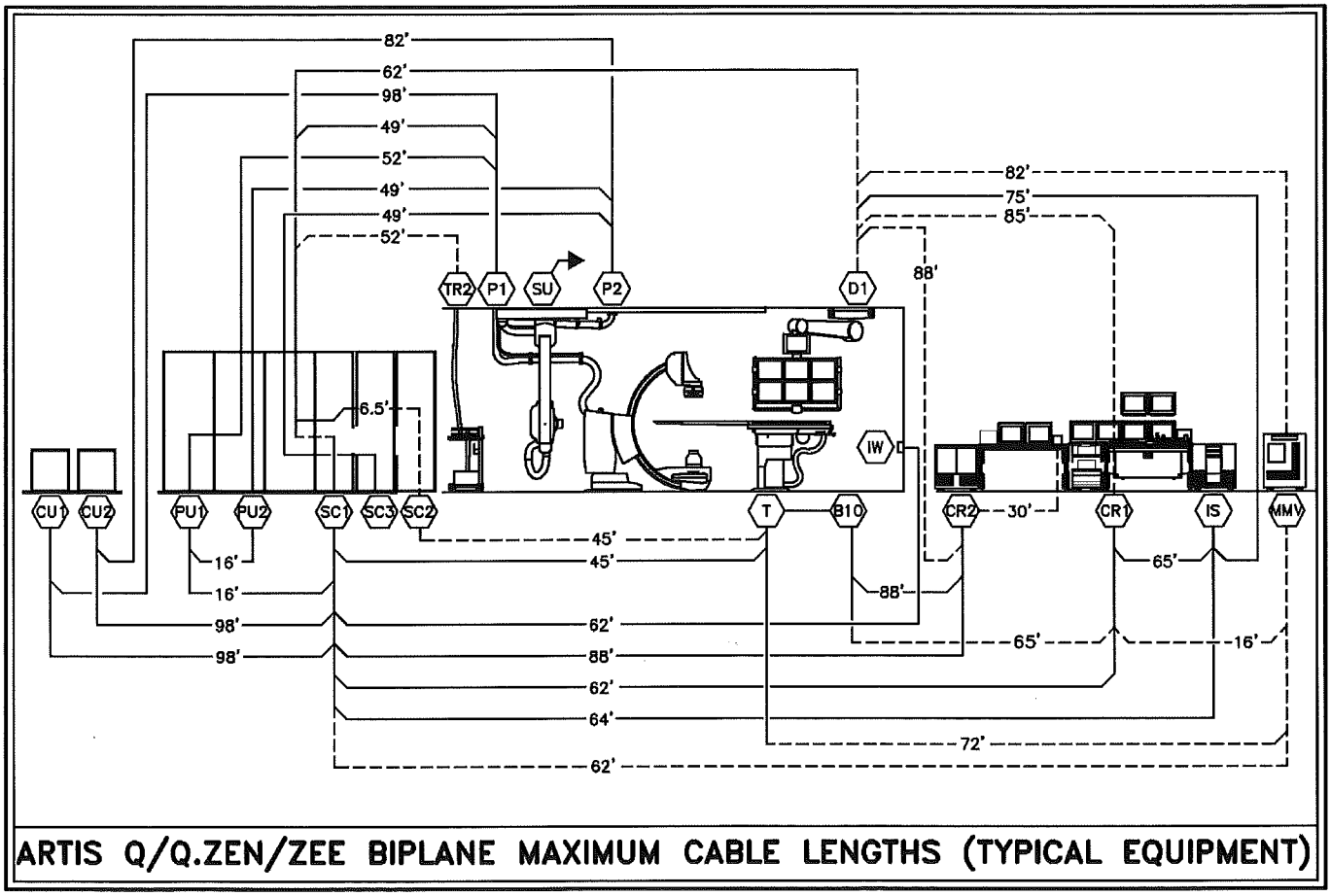
FOR MORE INFORMATION

FOR MORE DETAILED PLANNING REQUIREMENTS FOR THIS SYSTEM, SEE THE TYPICAL FINAL DRAWING SET NUMBER: TYPICAL # 08001

ARTIS Q/Q.ZEN/ZEE BIPLANE
SPECIFICATIONS

ENVIRONMENTAL CONDITIONS		
EXAMINATION AND CONTROL ROOM	TEMPERATURE RANGE:	59°F–86°F (RECOMMENDED TEMPERATURE 70°F) FOR SYSTEM WITH FLAT PANEL DETECTOR
	RELATIVE HUMIDITY:	20% – 75% NON–CONDENSING
AXIS IMAGE SYSTEM	TEMPERATURE RANGE: RELATIVE HUMIDITY: MAX. TEMP. GRADIENT: AIR FLOW VOLUME: MAX. NOISE GENERATION:	50°F–95°F (RECOMMENDED TEMPERATURE 70°F) 20%–75% NON CONDENSING 18° F/HR 500 CFM 53 dB(A)
POLYDOROS A100 GENERATORS (PU1/PU2)	TEMPERATURE RANGE: RELATIVE HUMIDITY: MAX. TEMP. GRADIENT: AIR FLOW VOLUME: MAX. NOISE GENERATION:	50°F–95°F (RECOMMENDED TEMPERATURE 70°F) 20%–75% NON CONDENSING 9° F/HR 471 CFM 55 dB(A)
SYSTEM CONTROL CABINETS (SC1/SC3)	TEMPERATURE RANGE: RELATIVE HUMIDITY: MAX. TEMP. GRADIENT: AIR FLOW VOLUME: MAX. NOISE GENERATION:	50°F–95°F (RECOMMENDED TEMPERATURE 70°F) FOR SYSTEM WITH IMAGE INTENSIFIER 59°F–86°F (RECOMMENDED TEMPERATURE 70°F) FOR SYSTEM WITH FLAT PANEL DETECTOR 20% – 75% NON–CONDENSING 9° F/HR 589 CFM 48 dB(A)
KLUVER/LYTRON COOLING UNITS	TEMPERATURE RANGE: RELATIVE HUMIDITY: AIR FLOW VOLUME: MAX. NOISE GENERATION:	41°F–86°F (RECOMMENDED TEMPERATURE 70°F) FROST FREE 647 CFM 55 dB(A) AT 50 HZ, 59 dB(A) AT 60 HZ
STAND WITH FLAT PANEL DETECTOR	MAXIMUM TEMPERATURE GRADIENT: ATMOSPHERIC PRESSURE: SHOCKS: VIBRATIONS:	9° F/HR 700hPa – 1040hPa MAXIMUM 10G/16MS MAXIMUM 0.1 G/10–200HZ

ARTIS Q/Q.ZEN/ZEE BIPLANE
SPECIFICATIONS



ARTIS Q/Q.ZEN/ZEE BIPLANE MAXIMUM CABLE LENGTHS (TYPICAL EQUIPMENT)

Exhibit 2

Proposed Capital Costs

PROJECT COSTS

A.	**Site Costs**				
	(1)	Full purchase price of land		$ 0	
		# Acres ____ Price per Acre $_____			
	(2)	Closing costs		$ 0	
	(3)	Site Inspection and Survey		$ 0	
	(4)	Legal fees and subsoil investigation		$ 0	
	(5)	Site Preparation Costs [Include]			
		Soil Borings			
		Clearing and Grading			
		Roads and Parking			
		Sidewalks			
		Water and Sewer			
		Excavation and Backfill			
		Termite Treatment			
		Sub-Total Site Preparation Costs		$ 0	
	(6)	Other (Specify)		$ 0	
	(7)	**Sub-Total Site Costs**			$ 0
B.	**Construction Contract**				
	(8)	Cost of Materials [Include]			
		General Requirements			
		Concrete/Masonry			
		Woods/Doors & Windows/Finishes			
		Thermal & Moisture Protection			
		Equipment/Specialty Items			
		Mechanical/Electrical			
		Sub-Total Cost of Materials		$ 0	
	(9)	Cost of Labor		$ 0	
	(10)	Other (Specify)	$		
	(11)	**Sub-Total Construction Contract**			$ 460,155[1]
C.	**Miscellaneous Project Costs**				
	(12)	Building Purchase		$ 0	
	(13)	Fixed Equipment Purchase/Lease		$ 1,417,710	
	(14)	Movable Equipment Purchase/Lease		$ 0	
	(15)	Furniture		$ 0	
	(16)	Landscaping		$ 0	
	(17)	Consultant Fees			
		Architect/Engineering Fees	$ 0		
		Legal Fees	$ 0		
		Market Analysis	$ 0		
		Other (Specify)	$ 0		
		Total Consultant Fees		$ 0	
	(18)	Financing Costs			
		(e.g. Bond, Loan, etc.)		$ 0	
	(19)	Interest During Construction		$ 0	
	(20)	Other (Specify)		$ 0	
	(21)	**Sub-Total Miscellaneous**			$ 1,417,710
D.	**Total Capital Cost of Project (Sum A-C above)**				$ 1,877,865

[1]Cone Health does not separate construction costs into materials and labor

Exhibit 3

Comparison of Existing Equipment and Planned Replacement Equipment

EQUIPMENT COMPARISON

	EXISTING EQUIPMENT	**REPLACEMENT EQUIPMENT**
Type of Equipment (List Each Component)	Artis Z Biplane	Artis Q Biplane
Manufacturer of Equipment	Siemens	Siemens
Tesla Rating for MRIs	N/A	N/A
Model Number	10094141	Artis Q
Serial Number	153748	TBD
Provider's Method of Identifying Equipment	Serial Number	Serial Number
Specify if Mobile or Fixed	Fixed	Fixed
Mobile Trailer Serial Number/VIN #	N/A	N/A
Mobile Tractor Serial Number/VIN #	N/A	N/A
Date of Acquisition of Each Component	5/19/2010	2015
Does Provider Hold Title to Equipment or Have a Capital Lease?	Title	Title
Specify if Equipment Was/Is New or Used When Acquired	New	New
Total Capital Cost of Project (Including Construction, etc.) <Use Attached Form>	N/A	$1,877,865
Total Cost of Equipment	$1,220,369	$1,490,710
Fair Market Value of Equipment	$73,000	$1,490,710
Net Purchase Price of Equipment		$1,417,710
Locations Where Operated	The Moses H. Cone Memorial Hospital 1200 N. Elm St., Greensboro, NC 27401	The Moses H. Cone Memorial Hospital 1200 N. Elm St., Greensboro, NC 27401
Number Days In Use/To be Used in N.C. Per Year	365	365
Percent of Change in Patient Charges (by Procedure)	None	None
Percent of Change in Per Procedure Operating Expenses (by Procedure)	None	None
Type of Procedures Currently Performed on Existing Equipment	Neuro angio & interventional	N/A
Type of Procedures New Equipment is Capable of Performing	N/A	Neuro angio & interventional