



NC DEPARTMENT OF
**HEALTH AND
HUMAN SERVICES**

ROY COOPER • Governor

MANDY COHEN, MD, MPH • Secretary

MARK PAYNE • Director, Division of Health Service Regulation

November 5, 2018

Robert A. Leandro
301 Fayetteville Street, Suite 1400
Raleigh, NC 27601

Exempt from Review – Replacement Equipment

Record #: 2745
Facility Name: Harris Regional Hospital
FID #: 923046
Business Name: DLP Harris Regional Hospital, LLC
Business #: 867
Project Description: Replacement of Linear Accelerator
County: Jackson

Dear Mr. Leandro:

The Healthcare Planning and Certificate of Need Section, Division of Health Service Regulation (Agency), determined that based on your letter of October 5, 2018, and supplemental information received on November 1, 2018, the above referenced proposal is exempt from certificate of need review in accordance with N.C. Gen. Stat. §131E-184(f). Therefore, you may proceed to acquire without a certificate of need the Varian TruBeam Linear Accelerator to replace the Siemens S6740 Model Linear Accelerator. This determination is based on your representations that the existing unit will be sold or otherwise disposed of and will not be used again in the State without first obtaining a certificate of need if one is required.

Moreover, you need to contact the Agency's Construction, Radiation Protection, 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,

Ena Lightbourne
Project Analyst

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

cc: Construction Section, DHSR
Radiation Protection Section, DHSR
Acute and Home Care Licensure and Certification Section, DHSR
Melinda Boyette, Administrative Assistant, Healthcare Planning, DHSR

NC DEPARTMENT OF HEALTH AND HUMAN SERVICES • DIVISION OF HEALTH SERVICE REGULATION
HEALTHCARE PLANNING AND CERTIFICATE OF NEED SECTION

LOCATION: 809 Ruggles Drive, Edgerton Building, Raleigh, NC 27603
MAILING ADDRESS: 2701 Mail Service Center, Raleigh, NC 27699-2701
www.ncdhhs.gov/dhsr/ • TEL: 919-855-3750 • FAX: 919-733-2757

Lightbourne, Ena

From: Leandro, Robert A. <robbleandro@parkerpoe.com>
Sent: Thursday, November 01, 2018 8:31 PM
To: Lightbourne, Ena
Subject: [External] FW: Harris Regional Hospital

CAUTION: External email. Do not click links or open attachments unless verified. Send all suspicious email as an attachment to Report Spam.

Ms. Lightbourne,

Please find below an email from Harris's VP, Lucretia F. Stargell, confirming that Harris provides clinical patient services, and exercises financial and administrative control from the main hospital structure. As you can see on the map we provided the main structure is 238 yards from the structure that will houses the Linac.

Robert Leandro
Partner

Visit our healthcare blog:
healthlaw.parkerpoe.com



PNC Plaza | 301 Fayetteville Street | Suite 1400 | Raleigh, NC 27601
Office: 919.835.4636 | Fax: 919.834.4564 | [vcard](#) | [map](#)

From: Stargell Lucretia [mailto:lucretia.stargell@haymed.org]
Sent: Thursday, November 01, 2018 7:49 PM
To: Leandro, Robert A.
Subject: Harris Regional Hospital

Caution: External email

I am a Vice President at Harris Regional Hospital. I can confirm that the building labeled Harris Regional Hospital on the map provided in the No Review Request is the main building from which Harris Regional provides clinical patient services and exercises financial and administrative control over the entire facility.

Lucretia F. Stargell
Vice President, Business and Service Line Development
Harris Regional Hospital/A Duke LifePoint Hospital
Swain Community Hospital/A Duke LifePoint Hospital
828.586.7109 (o)
828.736.3266 (m)

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Parker Poe

Robert A. Leandro
Partner
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robleandro@parkerpoe.com

Atlanta, GA
Charleston, SC
Charlotte, NC
Columbia, SC
Greenville, SC
Raleigh, NC
Spartanburg, SC

October 5, 2018

VIA U.S. MAIL AND ELECTRONIC MAIL

Martha Frisone, Chief
Healthcare Planning and Certificate of Need Section
North Carolina Department of Health and Human Services
2704 Mail Service Center
Raleigh, NC 27699-2704
Martha.Frisone@dhhs.nc.gov

Re: DLP Harris Regional Hospital, LLC d/b/a Harris Regional Hospital
Exemption Request – Replacement of Linear Accelerator

Dear Ms. Frisone:

We are writing to provide written notice that our client, DLP Harris Regional Hospital, LLC d/b/a Harris Regional Hospital (“Harris Regional”), is planning to replace an existing linear accelerator and to request a determination that the replacement of this equipment is exempt from certificate of need review pursuant to N.C. Gen. Stat. § 131E-184(f).

Harris Regional's project meets the requirements set forth in N.C. Gen. Stat. § 131E-184(f) for “replacement equipment” that exceeds the two million dollar (\$2,000,000) threshold) in the following ways:

Main Campus

The existing and replacement linear accelerator equipment are and will be located at Harris Regional Cancer Center, which is located on the Harris Regional campus (68 Hospital Road, Sylva, North Carolina 28779). See Attachment A.

Previous Certificate of Need

Based on our extensive research, which included a search of all of the CONs issued in this service area going back to the mid-1980s, there was no CON issued for this linear accelerator and linear accelerators were not specifically subject to CON review at the time it was purchased.

Replacement Equipment

The equipment qualifies as replacement equipment pursuant to the existing statutory and regulatory definition. An Equipment Comparison form is attached hereto as Attachment B. Both the existing and replacement equipment are linear accelerators capable of performing

PPAB 4434447v1

October 5, 2018

Page 2

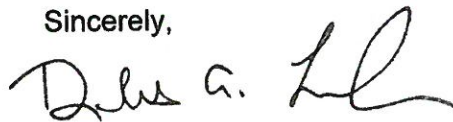
radiation oncology procedures. The existing machine is currently in service and will remain so until the replacement equipment is operational, at which time it will be removed from service within the state, unless the Healthcare Planning and Certificate of Need Section otherwise approves its continued use in the state. A copy of the equipment quotation for the proposed new equipment is attached hereto as Attachment C.

Although the total costs is not material to the Agency's analysis given that the replacement equipment will exceed \$2 million, we expect the total costs to be \$5,744,606. A Capital Cost form is attached hereto as Attachment D¹.

Harris Regional will not acquire any other major medical equipment or develop any other new institutional health services other than those described in N.C. Gen. Stat. § 131E-176(16)(b).

We would appreciate your confirmation that this project is exempt from certificate of need review. I greatly appreciate your attention to this matter. If you have any questions, please feel free to contact me directly.

Sincerely,

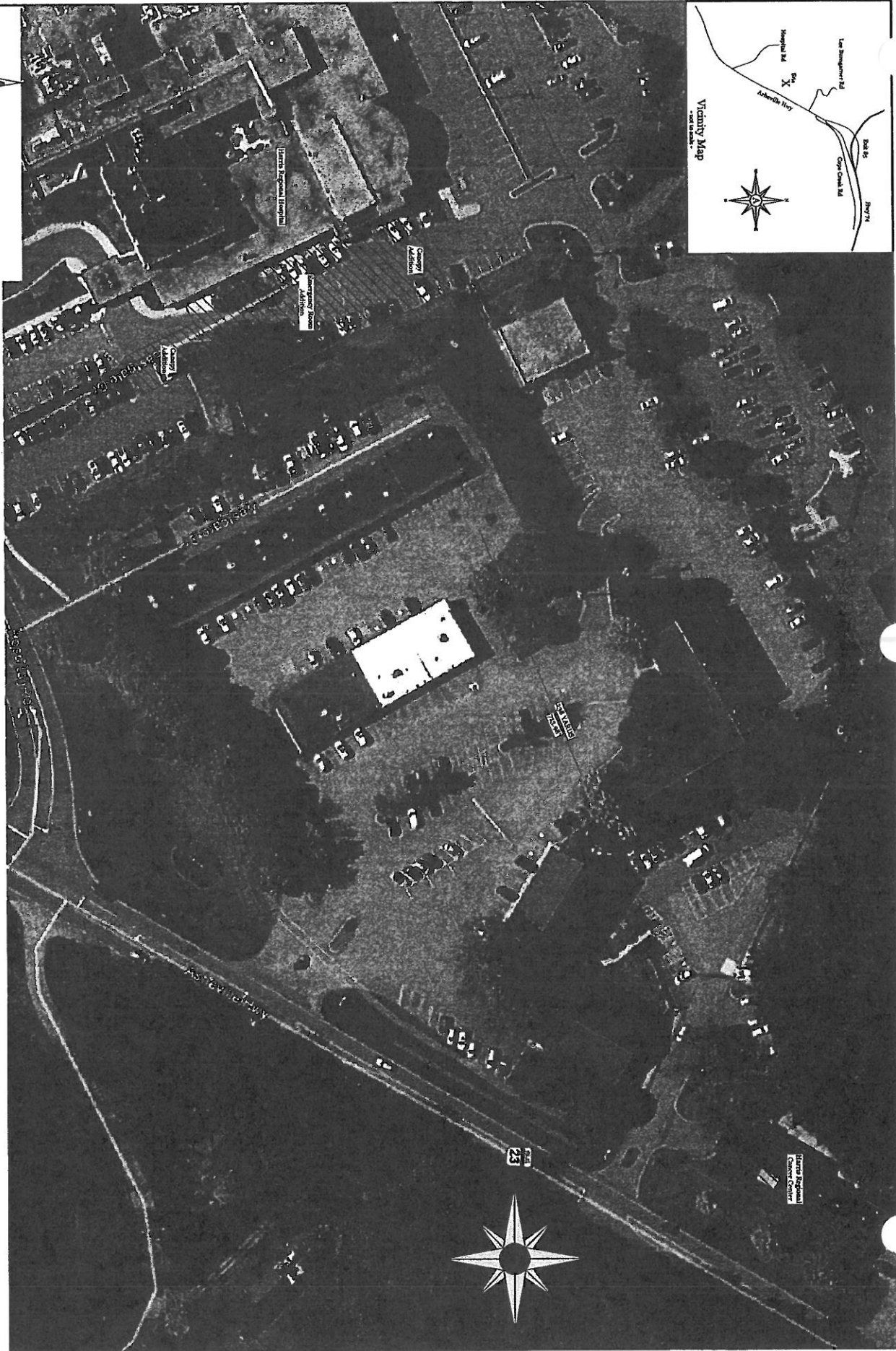
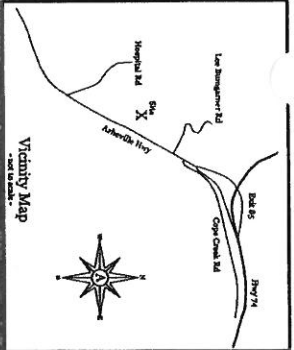


Robb Leandro

¹ Included with the capital cost form is the Construction Budget documents. Please note that this document included an inflated cost for the replacement linear accelerator. The costs associated with the linear accelerator is accurately reflected in the attached equipment quote.

ATTACHMENT

A



Date: 11-13-2017
 Survey By: JW
 Scale: 1" = 50'
 Plat By: JW

NOTES:
 1. All distances are horizontal unless otherwise noted. (GIS Survey Foot)

I, James W. Walker, certify that this project was completed under my direct and responsible charge from its initial survey under my supervision. I possess my original signature, Registration Number and Seal.

James W. Walker
 L-77



Distance Verification Survey for:
Harris Regional Hospital
 Sylva Township
 Jackson County, North Carolina
 Current Owners: Harris Regional Hospital
 PIN: 7042-01-4049

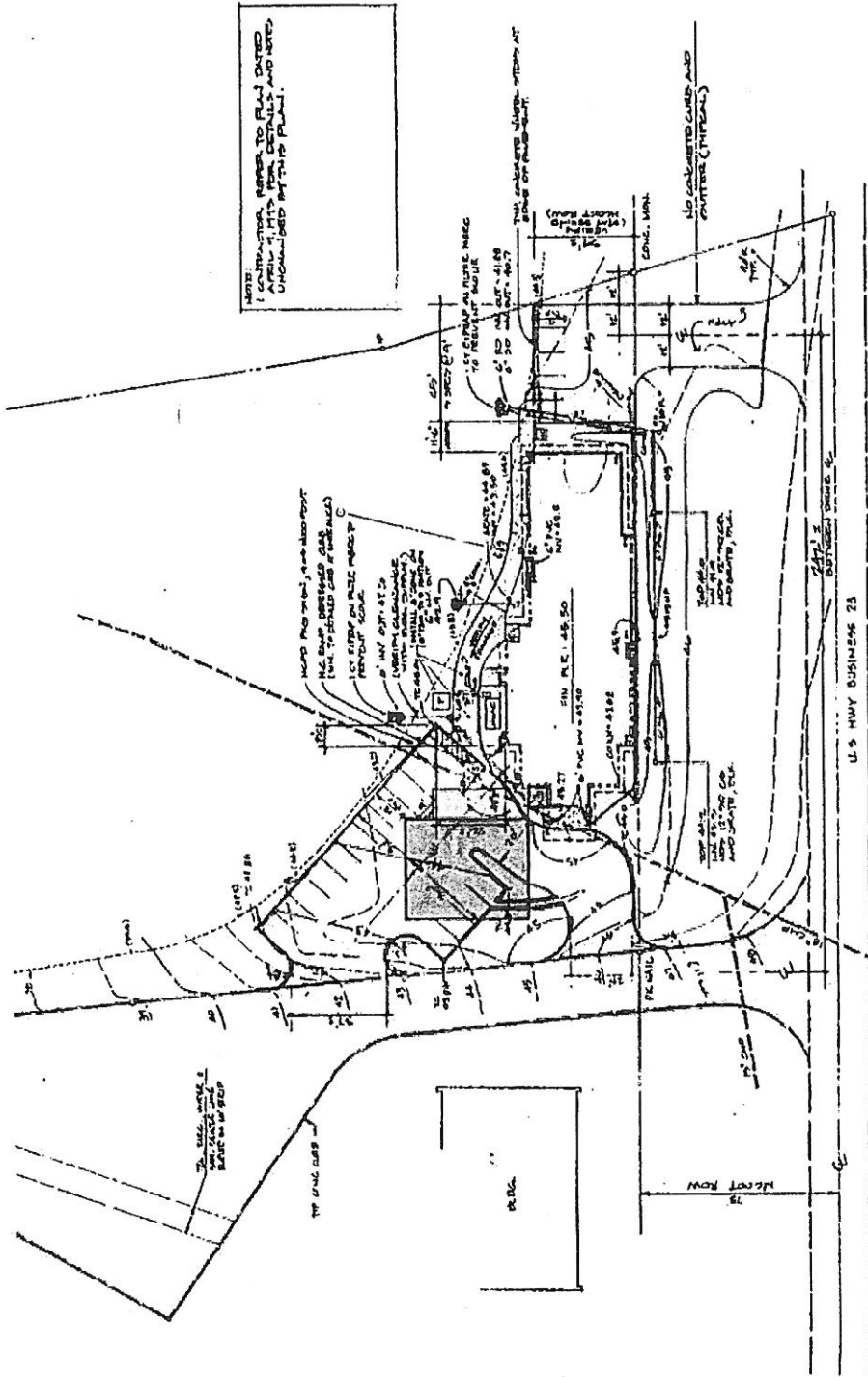


A Cancer Treatment Center for
Memorial Mission Hospital
Sylva, North Carolina



Padgett & Freeman
Architects, PA
Asheville, North Carolina

Drawing
READING
Date
JAY'S 1418
FOURTH
SHEET 10-20-70
GIA



NOTE:
1. CONSTRUCTION OF THIS CENTER IS TO BE COMPLETED BY THE FALL OF 1971.

NOTE:
1. ALL WORK TO BE DONE BY THE ARCHITECT.
2. ALL WORK TO BE DONE BY THE ARCHITECT.
3. ALL WORK TO BE DONE BY THE ARCHITECT.
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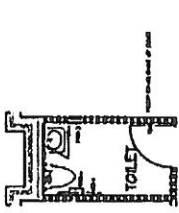
Jerald A. Snow, ASLA
Landscape Architect
30 Walnut Street
Asheville, North Carolina 19611-1008
SCALE: 1" = 20'



U.S. HWY BUSINESS 23

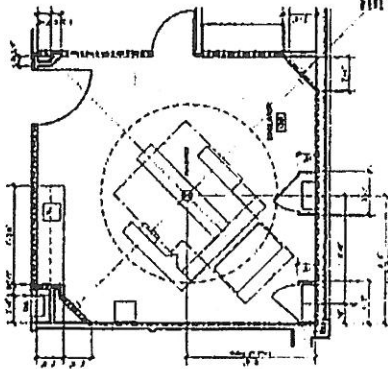
NO. 1

NO. 1

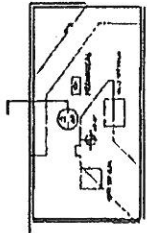


ENLARGED TYP TOILET PLAN
 SCALE 1/4" = 1'-0"

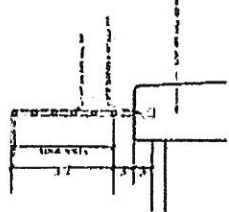
- TOILET ACCESSORIES LEGEND**
- 1. 1/2" x 1/2" x 1/2" TRAP
 - 2. 1/2" x 1/2" x 1/2" TRAP
 - 3. 1/2" x 1/2" x 1/2" TRAP
 - 4. 1/2" x 1/2" x 1/2" TRAP
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 - 14. 1/2" x 1/2" x 1/2" TRAP
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 - 18. 1/2" x 1/2" x 1/2" TRAP
 - 19. 1/2" x 1/2" x 1/2" TRAP
 - 20. 1/2" x 1/2" x 1/2" TRAP



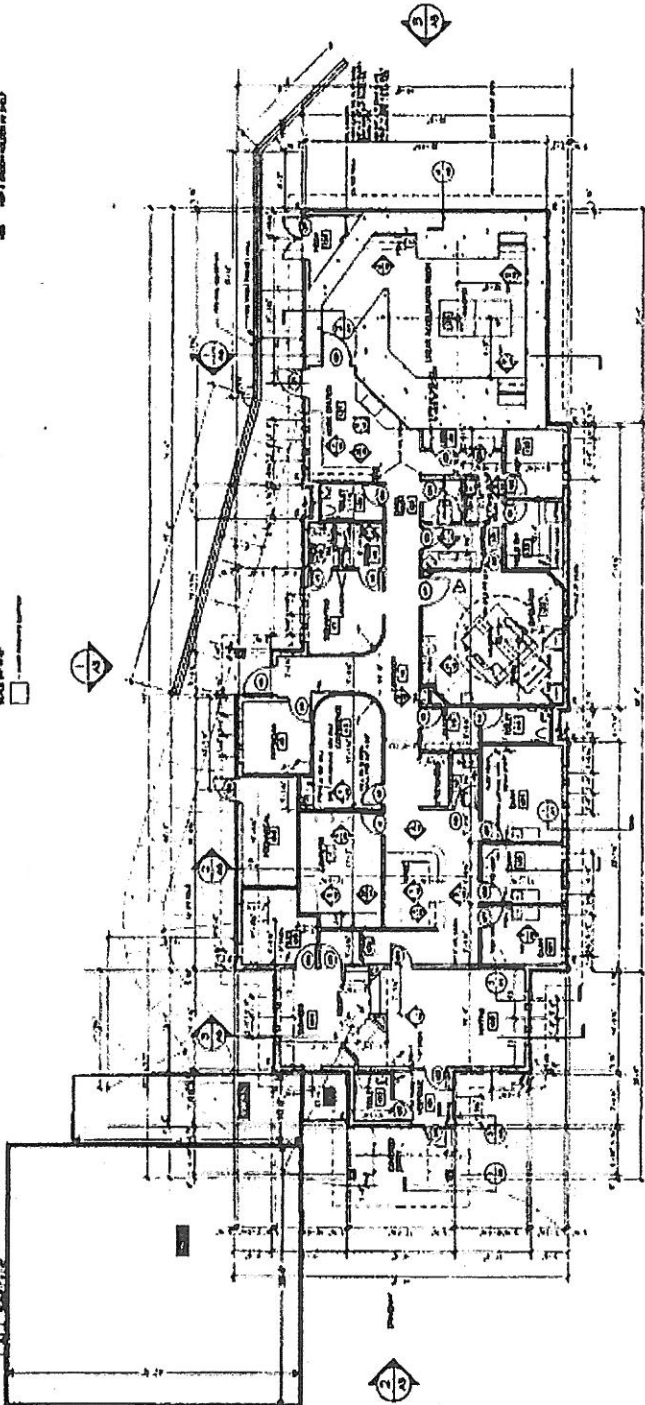
SIMULATOR ROOM FLOOR PLAN
 SCALE 1/4" = 1'-0"



UPPER MECHANICAL ROOM PLAN
 SCALE 1/4" = 1'-0"



RAIL DETAIL



FLOOR PLAN
 SCALE 1/4" = 1'-0"

- NOTES:
1. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
 2. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
 3. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
 4. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.

- REVISIONS:
1. 1/2" x 1/2" x 1/2" TRAP
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 19. 1/2" x 1/2" x 1/2" TRAP
 20. 1/2" x 1/2" x 1/2" TRAP

ATTACHMENT

B

**Attachment B
Replacement Equipment Comparison Chart**

	EXISTING EQUIPMENT	REPLACEMENT EQUIPMENT
Type of Equipment (List Each Component)	Linear Accelerator	Linear Accelerator
Manufacturer of Equipment	Siemens	Varian TrueBeam
Tesla Rating for MRIs	N/A	N/A
Model Number	Siemens S6740 Model	
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	1994	TBD
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.)	N/A	\$5,744,606
Total Cost of Equipment		\$2,882,606
	N/A	\$2,882,606
Locations Where Operated	Harris Regional Cancer Center	Harris Regional Cancer Center
Number Days In Use/To be Used in N.C. Per Year	365	365
Percent of Change in Patient Charges (by Procedure)	N/A	None expected
Percent of Change in Per Procedure Operating Expenses (by Procedure)	N/A	None expected
Type of Procedures Currently Performed on Existing Equipment	Radiation therapy treatments	N/A
Type of Procedures New Equipment is Capable of Performing	N/A	Radiation therapy treatments

ATTACHMENT C

varian

Custom System Proposal

Quotation Number - 2018-167367

Varian Year-End Promotion *Special Extension

Includes: 2 Additional Years of Warranty for TrueBeam (3yrs total)

Warranty begins after TrueBeam acceptance has been completed

(Looking further)



Mountain Regional Cancer Center ("Customer")
Bob Jardine
14 Medical Park Loop
Sylva, North Carolina 28779 United States
Tel : (828) 586-7610

VMS Inc, Oncology Systems
Jeffrey Boone
US District Sales Manager
Work from home
Atlanta, GA 30327 US
Tel : +1 434 977 8495x3292

Quote Information

Quotation Number : 2018-167367
Quotation Valid Until : October 26, 2018
Customer Requested Delivery Date : March 15, 2019

Sales

Incoterms : US1: FOB: Origin
Payment Terms : 30 days net
Shipment : 90%
Acceptance : 10%
For orders equal or less than \$75K, 100% upon shipment, net 30.

Services

Payment Terms : Same as Sales
Payment Frequency : Annual
Invoicing : Start of Billing Cycle

Quotation Total

Quotation Total : US \$2,882,606

Terms and Conditions

This quotation shall be governed by: (a) Terms and Conditions of Sale - Form RAD 1652U; (b) any terms and conditions contained within the quotation text related to the specific products or services identified on this quotation; and (c) any other Varian terms and conditions or separate agreements included along with this quotation; except that (a) to (c) shall not apply if and to the extent a separate, signed written agreement is in effect between the customer/purchaser and Varian that governs the purchase and sale of the products, software, support and/or services set forth in this quotation.

For and on behalf of Customer

For and on behalf of Varian Medical Systems

Authorized Representative : Bob Jardine
Title : Manager
Date : September 13, 2018

Authorized Representative : Jeffrey Boone
Title : US District Sales Manager
Date : September 13, 2018

Draft Only

Offered Products (Sales)

TrueBeam	Included
ARIA Radiation Oncology	Included
ARIA XMedius Fax and Servers	Included
Eclipse	Included
Velocity GRID 2	Included
Siemens Trade-in	Included

Draft Only

Item	Description	Qty
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Section 1 TrueBeam

1.1	TrueBeam Package	1
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TrueBeam system integrates respiratory gating, real-time tracking, imaging and treatment delivery enabling a range of treatment techniques such as Intensity Modulate Radiation Therapy (IMRT), Image-Guided Radiation Therapy (IGRT), RapidArc®, Gated RapidArc®, Stereotactic Radio Surgery (SRS) and Stereotactic Body Radiotherapy (SBRT) to be delivered.

Features

- Small Vault Configuration offers all the TrueBeam capabilities in a compact footprint
- Patient monitoring and safety with Motion View, LaserGuard II and Capacitive Collision Detection System on kV Imaging
- Treatment Techniques including IMRT, SRS/SBRT High Total Dose and Total Body treatment delivery
- kV Imaging with 2D planar kV and 3D Cone Beam Computed Tomography (CBCT) Imaging
- 43x43 MV Imaging including Advanced MV Radiographic Imaging, Port Film Graticule and Portal Dose Image Acquisition with High Intensity Mode support
- Advanced IGRT and Motion package
- Customer selectable up to 4 Photon Energies
- Customer selectable up to 5 Electron Energies
- Electron Applicator Set (if electron energies selected for system)
- 6cm x6cm, 6cmx10cm, 10cmx10cm, 15cmx15cm, 20cmx20cm, 25cmx25cm Includes electron arc applicator and final defining aperture mold frame set
- Motion Management Interface
- 6 Degrees of Freedom (6DoF) Motion Management Interface license, supporting PerfectPitch™ 6DoF couch-based patient set up positioning as directed by a validated external device
- Installation and one year warranty

Prerequisites:

- ARIA Oncology Information System (OIS) for Radiation Oncology/ Eclipse v.10 MR4 and ARIA Practice Management v.10 MR5
- ARIA Practice Management v.11 MR1 and ARIA OIS for Radiation Oncology v.11 MR3 for TrueBeam with PerfectPitch 6DoF couch
- TrueBeam v. 2.5 MR2 and higher for 6DoF interoperability with PerfectPitch and ExacTrac
- Requires ARIA Practice Management v.11 MR1 and ARIA OIS for Radiation Oncology v.11 MR3 For customers with Brainlab ExacTrac, 6DoF Interoperability with PerfectPitch is available for ExacTrac v. 6.2 only

Customer Responsibilities:

Customers with 3rd party Oncology Information Systems must confirm compatibility with their suppliers.

1.2	NLS: English	1
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1.3	120 Multileaf Collimator	1
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- Performance per RAD 10094
- High resolution leaf width of 5 mm (projected at isocenter) for central 20 cm
- Leaf width of 10 mm (projected at isocenter) for outer 20 cm

1.4	Integrated IGRT Couch Top	1
-----	----------------------------------	---

Carbon fiber treatment couch top, free of metal or other radiation-opaque materials, thereby reducing imaging artifacts

Item	Description	Qty
	FEATURES: - Clinically usable section of 120.0 cm - Supports patients up to 500 lbs (227 kg) - Indexed Immobilization® for compatible accessories - Head extension with interface for alternative patient immobilization and positioning device	
1.5	Rapid Arc Treatment Delivery License Capability to simultaneously modulate aperture shape, dose rate, and gantry angle and speed continuously for up to 360 degrees of gantry rotation, with delivery as an arc beam. When coupled with RapidArc Planning and a RapidArc-compatible information system, provides the capability to generate IMRT-quality dose distributions in a single, optimized arc around the patient. When coupled with the Optical Imager, provides the capability for Gated RapidArc. FEATURES: <ul style="list-style-type: none"> • Simultaneous modulation of MLC aperture shape, beam dose rate, and gantry angle and rotation speed during beam delivery • Supports dynamic jaw tracking and collimator rotation with supporting treatment planning system • Provides IMRT-quality dose distributions in a single arc delivery in less than 2 minutes 	1
1.6	6/6 MV (BJR 11/17) 40 cm x 40 cm maximum field size, dose rate range 0-600 MU/Min	1
1.7	10/10 MV (BJR 11/17) 40 cm x 40 cm maximum field size, dose rate range 0-600 MU/Min	1
1.8	15/16 MV (BJR 11/17) 40 cm x 40 cm maximum field size, dose rate range 0-600 MU/Min	1
1.9	6 MeV, 0-1000 MU/min 25 cm x 25 cm maximum field size, dose range rate 0-1000 MU/Min	1
1.10	8 MeV, 0-1000 MU/min 25 cm x 25 cm maximum field size, dose range rate 0-1000 MU/Min	1
1.11	12 MeV, 0-1000 MU/min 25 cm x 25 cm maximum field size, dose range rate 0-1000 MU/Min	1
1.12	16 MeV, 0-1000 MU/min 25 cm x 25 cm maximum field size, dose range rate 0-1000 MU/Min	1
1.13	18 MeV, 0-1000 MU/min 25 cm x 25 cm maximum field size, dose range rate 0-1000 MU/Min	1

Draft Only

Item	Description	Qty
1.14	<p>6X High Intensity Mode</p> <p>40cm x 40cm maximum field size, dose rate range 400-1400 MU/Min</p> <p>Note: Portal Dosimetry (purchasable option) for High Intensity Mode requires 43 x 43 MV Imager on TrueBeam s/n > 2000 ARIA v 13 or higher</p>	1
1.15	<p>Low-X Imaging 2.5Mv</p> <p>Low-X imaging at 2.5MV provides the benefits of higher soft tissue contrast when using MV beams to generate an image that is in-line with the treatment beam</p> <p>Prerequisite(s):</p> <ul style="list-style-type: none"> • TrueBeam System 2.0 and higher Or • Edge System 	1
1.16	<p>RPC Lung Phantom Voucher Option</p> <p>For customers who purchase an Advanced IGRT and Motion Package, an MDADL service voucher will be provided to allow that customers to practice their end-to-end lung SBRT workflow and verify that they are able to deliver treatment according to their SBRT treatment plan onto a Lung phantom.</p>	1
1.17	<p>New Universal Baseframe 52" Fixed Floor</p>	1
1.18	<p>STD TRNG: TrueBeam On-Site Support</p> <ul style="list-style-type: none"> - Includes support for TrueBeam/Edge - Support is non-refundable and non-transferable - Offer is valid for 18 months after purchase <p>On site follow up review of the TrueBeam/Edge components to include imaging and motion management for support of patient treatment. The emphasis of this support is to ensure that the therapists that attended the TrueBeam Operations (on-site) training are able to operate the TrueBeam in a safe and effective manner in the clinical environment.</p> <p>PREREQUISITES: TrueBeam/Edge Operations (on-site) training</p>	1
1.19	<p>INCL ED: TB201 TrueBeam for Physicists</p> <p>The following Education Course is included with the purchase of a TrueBeam/Edge.</p> <ul style="list-style-type: none"> - Includes Tuition and Materials for ONE person - Customer is responsible for all travel expenses (airfare, hotel, rental car, meals and travel incidentals) - Training is non-refundable and non-transferable - Offer is valid for 18 months after installation of product <p>TrueBeam Physics and Administration TrueBeam Physics and Administration course is designed for those personnel responsible for the acceptance, commissioning and QA program development of the TrueBeam in the clinical environment. It is directed primarily towards Medical Physicists. It is recommended that the student attend the TrueBeam Physics and Administration course shortly before the installation of the TrueBeam.</p>	1

Item	Description	Qty
	<p>The course provides instruction of the basic delivery components, basic imaging components and a general overview of the motion management system components. Machine commissioning, calibration, QA and the responsibilities of Customer Acceptance Procedure (CAP) of the machine are included. The course subject matter is presented from a clinical use perspective. The primary emphasis is on the overall commissioning, calibration, and QA of the TrueBeam and its components. Extensive hands-on laboratory exercises are included.</p> <p>PREREQUISITES: None Length:4 days</p>	
1.20	<p>INCL ED: TB101 TrueBeam Operations</p> <p>The following Education Course is included with the purchase of a TrueBeam/Edge:</p> <ul style="list-style-type: none"> - Includes Tuition and Materials for ONE person - Customer is responsible for all travel expenses (airfare, hotel, rental car, meals and travel incidentals) - Training is non-refundable and non-transferable - Offer is valid for 18 months after installation of product <p>TrueBeam Operations is a course designed for those personnel responsible for the routine operation and clinical use of the TrueBeam. It is directed primarily towards Radiation Therapists. It is recommended that both students attend the TrueBeam Operations course shortly before clinical use and the commencement of patient treatments.</p> <p>The course provides instruction of the basic delivery components, basic imaging components and a general overview of the motion management system components. The course subject matter is presented from a clinical use perspective. The primary emphasis is on the overall understanding of the TrueBeam function and operation to include imaging and respiratory gating. Extensive hands-on laboratory exercises are included. The attendees of this class will be provided tools to allow them to instruct other clinical staff upon their return.</p> <p>PREREQUISITES: None Length:4 days</p>	2
1.21	<p>LAP Apollo Green Room Laser Kit</p> <p>LAP Apollo Green Room Laser Kit</p> <p>FEATURES:</p> <ul style="list-style-type: none"> - 1 Apollo Green Remote Controlled Ceiling Crosshair Laser - 2 Apollo Green Remote Controlled Lateral Crosshair Lasers - 1 Apollo Green Remote Controlled Sagittal Line Laser 	1
1.22	<p>Additional MotionView CCTV Camera System</p> <p>Additional CCTV Camera Kit</p> <p>FEATURES:</p> <ul style="list-style-type: none"> - Two pan, tilt, zoom CCTV cameras - Two desktop, 8 1/4 inch LCD displays with built in camera controls - Adjustable viewing angle for patient privacy - Push button pan, tilt, zoom, and home position control <p>Prerequisites: Motion View must be selected or installed</p>	1
1.23	<p>Additional In Room Monitor</p>	1
1.24	<p>Power Cond., 3phase 50KVA, TrueBeam</p>	1

Item	Description	Qty
	<p>Transtector 50KVA, 3-phase power conditioning unit, providing transient protection, line power regulation, and Input and Output circuit breakers for over-current protection. UL and IEC/CE certified.</p> <p>Available in all voltage configurations from 208 to 600 VAC and in 50 or 60 Hz for US and ROW applications.</p>	
1.25	<p>Main Circuit Breaker Panel</p> <p>General Electric Co. main circuit breaker panel, interfacing to a single power input feed from the facility Mains. Circuit breakers provide independent over-current protection for equipment at the console and in the treatment room. UL and IEC/CE certified.</p>	1
1.26	<p>Filtrine Water Chiller: HE</p> <p>See Filtrine Specification sheet for details</p>	1

Section 2 ARIA Radiation Oncology

2.1	<p>ARIA RO Base Integrated w/ Eclipse</p> <p>The Varian System database is the core component of the Oncology Information System. The relational database serves as the repository for patient information and images imported to or captured by the database. Included with the database are Data Segmentation, system administration, and test environment (T-Box). Data Segmentation provides features and tools for managing the configuration of ARIA for sites that have more than one physical hospital, department or location to emulate in ARIA.</p> <p>Features:</p> <ul style="list-style-type: none"> • Varian System Database license for one (1) site; • Data Segmentation license for one (1) Varian System database; • License Package for one (1) T-Box; • One site ARIA Unified Reporting Application (AURA) for ARIA OIS for Radiation Oncology <p>For the Varian System Database:</p> <ul style="list-style-type: none"> • Networked environment; • Varian System-compatible server hardware (For a detailed description of hardware requirements, please refer to: www.varian.com/hardwarespecs); • Varian Product compatible Operating System environment. If supplied by the Customer, the Operating System environment must meet requirements listed at both www.varian.com/hardwarespecs and the minimum and/or recommended software and hardware compatibility requirements. <p>Internet access for remote monitoring and support via Smart Connect.</p> <ul style="list-style-type: none"> • A separate active directory domain controller • If present: • Eclipse v15 • TrueBeam v2.5MR2 or higher • VitalBeam v2.5MR or higher • EDGE v2.5MR2 or higher • 4DTIC v13 on WES7 or higher • Acuity with ACS v3.5 MR2 & CBCT v2.1 MR2 or higher • VVS v1.1 or higher <p>Customer Responsibilities:</p> <ul style="list-style-type: none"> • A properly networked environment (For detailed information on network requirements, refer to the Network Configuration Guidelines at www.varian.com/hardwarespecs); • Varian System-compatible hardware, if purchased by customer (for detailed information on hardware requirements, refer to www.varian.com/hardwarespecs); • Internet access (DSL or better) for service support via Smart Connect; • Initiate use of Smart Connect application to allow remote monitoring and service support. 	1
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Item	Description	Qty
2.2	<p data-bbox="269 583 487 604">ARIA RO Smart Space</p> <p data-bbox="269 638 1331 747">The ARIA for Radiation Oncology (RO) Smart Space provides basic demographic information, diagnosis, staging, radiation therapy data management, reporting, charge capture and workflow management tools for ONE (1) user. ARIA enables your treatment team to make informed, confident decisions for patients, and provides the tools required to effectively manage the administrative aspects of your department.</p> <p data-bbox="269 779 370 800">Features:</p> <ul data-bbox="269 806 771 827" style="list-style-type: none"> • One (1) license for one (1) concurrent user <p data-bbox="269 835 412 856">Prerequisites:</p> <ul data-bbox="269 863 1201 999" style="list-style-type: none"> • Varian System Database v.15.0 or higher; • ARIA compatible workstation in a networked environment; • Microsoft® Windows 7 Professional operating system installed on workstations • Please visit http://www.varian.com/hardwarespecs for updated hardware requirements • A separate active directory domain controller <p data-bbox="269 1005 545 1026">Customer Responsibilities:</p> <ul data-bbox="269 1033 1315 1255" style="list-style-type: none"> • A properly networked environment (for detailed information on network requirements, refer to the Network Configuration Guidelines at http://www.varian.com/hardwarespecs); and • ARIA compatible hardware, if purchased by customer (for up-to-date and detailed information on hardware requirements, refer to http://www.varian.com/hardwarespecs and • Microsoft® Office 2010 or 2013 (Microsoft® Office 2000, 2003, and 2007 are not supported) for version 13 and higher • The in-vivo interface is an additional purchasable option for ARIA Chart QA. • A separate active directory domain controller <p data-bbox="269 1262 341 1283">Notes:</p> <ul data-bbox="269 1289 1347 1566" style="list-style-type: none"> • The use of ICD-10 in this Product does not imply any endorsement by WHO of any specific product and shall not be amended, abridged, translated, deleted or changed in any way without the consent of WHO. For internal use of the end user and not to be reproduced. • Activity Capture (charge capture) requires Information Exchange Manager (IEM) Billing out of ARIA RO if charges/costs are to be exported electronically to an HL7-compliant financial system (customer should complete Activity Capture training prior to IEM installation). ARIA includes the ability to cross-map ICD-9 CM and ICD-10 CM codes in version 11 MR5 and higher using web services linking to Intelligent Medical Objects (IMO). The user accepts that the IMO service delivered with ARIA is only for a period ending on May 12, 2017, unless further extended by Varian. 	10
2.3	<p data-bbox="269 1629 597 1650">ARIA Disease Mgmt Smart Space</p> <p data-bbox="269 1684 1315 1822">The ARIA Disease Management Smart Space is a component of the oncology information system that includes the comprehensive electronic medical record (EMR) capabilities that enable clinical staff members to evaluate, monitor, record and document patient health information throughout the entire treatment process. The Documents workspace allows clinical staff to create, display and store patient related documents within the electronic medical record (EMR) including Document Approval.</p> <p data-bbox="269 1854 370 1875">Features:</p> <ul data-bbox="269 1881 771 1902" style="list-style-type: none"> • One (1) license for one (1) concurrent user <p data-bbox="269 1911 412 1932">Prerequisites:</p> <ul data-bbox="269 1938 755 1959" style="list-style-type: none"> • Varian System Database v.11.0 or higher 	1

Item	Description	Qty
	<ul style="list-style-type: none"> • ARIA RO Smart Space • ARIA compatible workstation in a networked environment • Microsoft® Office 2010 or 2013 (Microsoft® Office 2000, 2003 and 2007 are not supported) for Dynamic Documents version 13 and higher; • Microsoft® Windows 7 Professional operating system installed on workstations; and • Please visit http://www.varian.com/hardwarespecs for updated hardware requirements. • A separate active directory domain controller <p>Customer Responsibilities:</p> <ul style="list-style-type: none"> • A properly networked environment (For detailed information on network requirements, refer to the Network Configuration Guidelines at www.varian.com/hardwarespecs); • Varian System-compatible hardware, if purchased by customer (for detailed information on hardware requirements, refer to www.varian.com/hardwarespecs); • Microsoft® Office 2010 or 2013. (Microsoft® Office 2000, 2003 and 2007 are not supported) for up to version 13 and higher. • A separate active directory domain controller 	
2.4	<p>Addl ARIA Disease Mgmt Smart Space</p> <p>The ARIA Disease Management Smart Space is a component of the oncology information system that includes the comprehensive electronic medical record (EMR) capabilities that enable clinical staff members to evaluate, monitor, record and document patient health information throughout the entire treatment process. The Documents workspace allows clinical staff to create, display and store patient related documents within the electronic medical record (EMR) including Document Approval.</p> <p>Features:</p> <ul style="list-style-type: none"> • One (1) license for one (1) concurrent user <p>Prerequisites:</p> <ul style="list-style-type: none"> • Varian System Database v.11.0 or higher • ARIA RO Smart Space • ARIA compatible workstation in a networked environment • Microsoft® Office 2010 or 2013 (Microsoft® Office 2000, 2003 and 2007 are not supported) for Dynamic Documents version 13 and higher; • Microsoft® Windows 7 Professional operating system installed on workstations • Please visit http://www.varian.com/hardwarespecs for updated hardware requirements. • A separate active directory domain controller <p>Customer Responsibilities:</p> <ul style="list-style-type: none"> • A properly networked environment (For detailed information on network requirements, refer to the Network Configuration Guidelines at www.varian.com/hardwarespecs); • Varian System-compatible hardware, if purchased by customer (for detailed information on hardware requirements, refer to www.varian.com/hardwarespecs); • Microsoft® Office 2010 or 2013. (Microsoft® Office 2000, 2003 and 2007 are not supported) for up to version 13 and higher. • A separate active directory domain controller 	3
2.5	<p>ARIA Oncology Imaging Smart Space</p> <p>The Imaging Smart Space is a component of the Oncology Information System, ARIA. This image management component of the system provides comprehensive image review to patient verify patient positioning using reference and treatment images. Enhancement and analysis tools for portal images (MV), kV and Cone Beam CT images acquired with the on-board imager are included.</p> <p>Features:</p> <ul style="list-style-type: none"> • One (1) license for one (1) concurrent user <p>Prerequisites:</p> <ul style="list-style-type: none"> • Varian System Database v.15 or higher; • ARIA RO Smart Space; 	2

Item	Description	Qty
	<ul style="list-style-type: none"> • Image server hardware (For a detailed description of hardware requirements, please refer to: www.varian.com/hardwarespecs); • ARIA compatible workstation in a networked environment; • Compatible operating system installed on workstation • Microsoft® Windows 7 Professional operating system installed on workstations • A separate active directory domain controller 	
2.6	<p>docs2EHR Import Scanned Docs to ARIA</p> <p>Description The Docs2EHR software module utilizes the ARIA API and streamlines the process for scanning paper documents, and automatically assigns them to the correct patient's chart.</p> <p>Prerequisites:</p> <ul style="list-style-type: none"> - ARIA v. 11 MR5 or higher - Scanning equipment to create PDF or image documents and save them to a folder OR - Faxing equipment to create PDF or image documents and save them to a folder <p>Features:</p> <ul style="list-style-type: none"> - It is possible to select only specific pages in a PDF/Image document before importing into ARIA - It is possible to re-order pages in a PDF/Image document before importing into ARIA - It is possible to merge pages from multiple PDF/Image documents before importing into ARIA - The corresponding patient can be selected directly from the ARIA database - Documents can be sent to ARIA either in pending or approved status 	1
2.7	<p>eRx ARIA for Radiation Oncology Package</p> <p>ePrescribing for ARIA for Radiation Oncology allows prescribers to communicate with pharmacies under contract with third party SureScripts LLC for the purposes of sending electronic prescriptions, receiving electronic refill requests, and support or related monitoring. This product requires the customer to agree to terms and conditions imposed by third party SureScripts LLC that will apply to this product only and not to ARIA or any other Varian product or service.</p> <p>Features:</p> <ul style="list-style-type: none"> • ePrescribing for ARIA for Radiation Oncology for one (1) database server. Remote training via LiveMeeting on the use of ePrescribing for ARIA for Radiation Oncology to: register and manage prescribing end-users, send e-prescriptions, respond to refill requests electronically, monitor clinical activity, and monitor message logs. • Medi-Span Electronic Drug Database for five (5) concurrent users. <p>Prerequisites:</p> <ul style="list-style-type: none"> • Varian System Database version 15 or higher; • ARIA version 15 or higher; • ARIA Disease Mgmt Smart Space version 15 or higher; • ARIA for Radiation Oncology compatible Server hardware. Please visit www.varian.com/hardwarespecs for updated hardware requirements; • Varian's SmartConnect to allow for remote access via the Internet for installation, updates, upgrades, monitoring, and service support via remote desktop administration (RDP); • A signed copy of the e-Prescribing for ARIA for Radiation Oncology Software License Agreement (mandatory separate document); and • Medispan drug screening database • A separate active directory domain controller <p>Customer Responsibilities:</p> <ul style="list-style-type: none"> • Maintain subscription agreement in good standing with Zenith Transaction Services for Electronic Data Interchange (EDI) infrastructure & support; and • If the ARIA for Radiation Oncology Server is to be supplied by the customer, please visit www.varian.com/hardwarespecs for updated hardware requirements 	1

Item	Description	Qty
	<ul style="list-style-type: none"> • A separate active directory domain controller <p>Notes:</p> <ul style="list-style-type: none"> • The Initial Service Support Period (ISS) is included in the purchase price, and includes a 90-day software warranty and subsequent 9 months Service Support Contract. • Annual Support Agreements with Varian are recommended in the second and subsequent years for on-going support of licenses and interfaces as well as updates of medical databases. 	
2.8	<p>ARIA T-Box</p> <p>The ARIA T-Box is a software package intended to provide basic connectivity testing to a Hospital Information System or 3rd party treatment planning system in a non-clinical isolated evaluation environment. The basic system includes the Varian System database and a license package to support 5 concurrent users of the ARIA RO Base Package, EMR Package, Image Management Package, and DICOM RT. The T-Box cannot be used clinically.</p> <p>Features:</p> <ul style="list-style-type: none"> • ARIA RO Smart Space Package • ARIA Disease Management Smart Space Package • ARIA Oncology Imaging Smart Space Package • One (1) Varian System Db • One(1) DICOM RT • On-Site Customer Installation <p>Prerequisites:</p> <ul style="list-style-type: none"> • ONE (1) ARIA compatible workstation. See specifications listed at http://www.varian.com/ARIA; • ONE (1) IEM interface server if IEM is purchased. See specifications listed at http://www.varian.com/ARIA <p>Customer Responsibilities:</p> <ul style="list-style-type: none"> • A properly networked environment (For detailed information on network requirements, refer to the ARIA Network Configuration Guidelines at http://www.varian.com/ARIA); • T-Box CANNOT be used Clinically • If T-Box is to be used for HL7 connectivity evaluation, then IEM must be purchased separately. • Notes: • Does NOT include clinical training (clinical training is not available); and • Includes hardware. • ARIA includes the ability to cross-map ICD-9 CM and ICD-10 CM codes in version 11.5 and higher using web services linking to Intelligent Medical Objects (IMO). The user accepts that the IMO service delivered with ARIA is only for a period ending on May 12, 2017, unless further extended by Varian. 	1
2.9	<p>STD TRNG: ARIA</p> <p>Training is included with the purchase of ARIA. Training plan details will be provided by the training management team as part of your product implementation process.</p> <p>- Offer is valid for 18 months after installation of product.</p> <p>Training is not transferable with other products and services</p>	1
2.10	<p>STD TRNG: ARIA RO EMR</p> <p>Training will be included as part of the implementation plan if Clinical Assessment and Dynamic Document training has not been provided to this site.</p> <p>- Offer is valid for 18 months after installation.</p> <p>Training is not transferable with other products and services</p>	1

Item	Description	Qty
2.11	<p>STD TRNG: docs2EHR</p> <p>Training is included with the purchase of docs2EHR. Training plan details will be provided by the training management team as part of your product implementation process.</p> <ul style="list-style-type: none"> • Offer is valid for 18 months after installation of product. • Training is not transferable with other products and services 	1
2.12	<p>STD TRNG: eRX ARIA</p> <p>Training is included with the purchase of eRX ARIA for Radiation Oncology. Training plan details will be provided by the training management team as part of your product implementation process.</p> <p>-Offer is valid for 18 months after installation of product.</p> <p>Training is not transferable with other products and services</p>	1
2.13	<p>ARIA For Radiation Oncology Over Citrix</p> <p>The ARIA for Radiation Oncology over Citrix license enables traceability of the ARIA applications installed in to Citrix farm.</p> <p>NOTES:</p> <ol style="list-style-type: none"> 1. Only one (1) "ARIA Over Citrix" license is required per Citrix Farm where the ARIA applications are installed. 	2
2.14	<p>STD TRNG: eRx Controlled Substance</p> <p>Varian Electronic Prescribing for Controlled Substances is a standard remote training.</p> <p>Features:</p> <p>Training plan details will be provided by the training management team as part of your product implementation process.</p> <p>The Customer Release Note will be presented.</p> <p>The training session will include:</p> <ul style="list-style-type: none"> • Onboarding of Providers to enroll for EPCS • Overview of Prescribing of Controlled substances functionality via ARIA OIS • Overview of audit functionality and reporting • Overview of troubleshooting • The remote training will consist of a demonstration of how to utilize this software for sending an controlled substance e prescription as well as provide answers to any additional questions. • The training will be provided in two separate sessions. One as part of the initial onboarding and the second session after the provider has completed the identify proofing and received his information via FedEx. <p>Prerequisites:</p> <ul style="list-style-type: none"> • Organization must have Eprescribing configured and set up on system • Organization must have purchased available licenses • Organization must be registered for EPCS • Provider must be enrolled in Sure Scripts • Providers must have a token software installed on a separate device from their ARIA application • Provider must be enrolled with Dr. First <p>Customer Responsibilities:</p> <ul style="list-style-type: none"> • This remote training will be conducted using your system. 	1

Item	Description	Qty
2.15	<p>eRx Controlled Substances ARIA for Radiation Oncology</p> <p>ePrescribing for Controlled Substances for ARIA oncology information system (OIS) for Radiation Oncology (RO) allows prescribers to communicate with pharmacies under contract with SureScripts LLC (third party) for the purposes of sending electronic prescriptions for controlled substances, receiving electronic refill requests for controlled substances, and related monitoring. This product feature in ARIA interfaces directly with vendor DrFirst which in turn interfaces with SureScripts LLC. It is required that the customer agrees to terms and conditions imposed by DrFirst that applies only to the DrFirst product and not to ARIA or any other Varian products or services.</p> <p>Features:</p> <ul style="list-style-type: none"> • Implements a workspace within ARIA Data Administration to register prescribers with DrFirst • Allows registered providers to write, approve and transmit electronic prescriptions for controlled substances to registered pharmacies • Allows registered providers to receive and reply to electronic refill requests for controlled substances • Supports related monitoring <p>Prerequisites:</p> <ul style="list-style-type: none"> • ARIA OIS for Radiation Oncology version 13.7 or higher • Existing Software Support Agreement (SSA) for ARIA OIS for RO • eRx ARIA for Radiation Oncology Package • Varian's SmartConnect to allow for remote access via the Internet for installation, updates, upgrades, monitoring, and service support via remote desktop administration (RDP) • Purchase of at least one Five Prescribers Package for eRx Controlled Substances for the desired number of prescribers in clinic <p>Customer Responsibilities:</p> <ul style="list-style-type: none"> • A copy of a Business Associates Agreement (BAA) will have to be signed by the customer; if the provided standard BAA is not accepted, amendments will have to be discussed with DrFirst directly. • As per 21 CFR Part §1311.18(b) the Token must be separate from the computer to which it is gaining access. The supported Symantec VIP Access Soft Token meets at least the criteria of FIPS 140-2 Security Level 1, as incorporated by reference in Section 1311.08, for cryptographic modules or one-time-password devices. • As per 21 CFR Part §1304.06(a2) Customer and each Authorized User understand and agree to review EPCS security logs and reports on a [daily, weekly, etc.] basis for any security incidents; • As per 21 CFR Part §1304.06(d) Customer and each Authorized User understand and agree to report to the DEA any security incident and provide Varian with a copy of such report; • As per 21 CFR Part §1304.06(g) Customer and each Authorized User understand and agree to retain all security incident reports on file for at least 2 years. 	1
2.16	<p>e-PCS for RO-Five Prescribers Per Year</p> <p>This package consists of five licenses allowing five prescribers at an institution to sign up for use of ePrescribing for Controlled Substances for ARIA oncology information system (OIS) for Radiation Oncology (RO).</p> <p>ePrescribing for Controlled Substances for ARIA OIS for Radiation Oncology allows prescribers to communicate with pharmacies under contract with SureScripts LLC (third party) for the purposes of sending electronic prescriptions for controlled substances, receiving electronic refill requests for controlled</p>	1

Item	Description	Qty
	<p>substances, and related monitoring. This product feature in ARIA interfaces directly with DrFirst (third party) which in turn interfaces with SureScripts LLC. It is required that the customer agrees to terms and conditions imposed by DrFirst that applies only to the Dr First product and not to ARIA or any other Varian products or services.</p> <p>Features:</p> <ul style="list-style-type: none"> • Allows registered providers to write, approve and transmit electronic prescriptions for controlled substances to registered pharmacies • Allows registered providers to receive and reply to electronic refill requests for controlled substances • Supports related monitoring <p>Prerequisites:</p> <ul style="list-style-type: none"> • ARIA OIS for Radiation Oncology version 13.7 or higher • Product feature "eRx Controlled Substances ARIA for Radiation Oncology" • Existing SSA for ARIA OIS for RO <p>Customer Responsibilities:</p> <ul style="list-style-type: none"> • Administrators will have to initiate and complete the registration process • Each individual prescriber will have to complete identity proofing and token registration 	

Section 3 ARIA XMedius Fax and Servers

3.1	<p>Small ARIA RO Server -Rack Not Included</p> <p>Small ARIA RO Server -Rack Not Included Description: This hardware meets the recommended specification for v11.0 or higher. Varian reserves the right to upgrade this server's hardware to the then current model available at time of shipment. Varian will not be responsible for service or support for any customer purchased computer hardware or software. For a detailed description of our hardware recommendations, please refer to the Varian website: http://www.varian.com/hardwarespecs.</p>	
3.2	<p>Small AURA Server - Rack not Included</p>	1
3.3	<p>XMedius Fax Package for ARIA RO</p> <p>This software and hardware meets the recommended specifications for ARIA for Medical Oncology v.8.8 and higher and ARIA for Radiation Oncology v10.0 and higher.</p> <p>DESCRIPTION: Faxing capability to send documents (patient documentation) to outside recipients (such as referring physicians - multiple recipients supported). The package includes AudioCodes hardware (to convert from digital to analog signal) and XMedius software. The XMedius fax server solution provides a seamless solution to fax documents with a secure and real-time delivery utilizing FoIP (Faxing over IP) technology. This package supports the outbound faxing of up to 1300 pages/day. If faxing of significantly more pages will be required customers will need to purchase an additional XMedius software license.</p> <p>Varian currently provides state-of-the-art Fax system for the outbound faxing for ARIA for Radiation or Medical Oncology.</p> <p>PREREQUISITES:</p> <ol style="list-style-type: none"> 1. ARIA Medical Oncology v.8.8 and higher OR ARIA Radiation Oncology v10.0 and higher 2. Microsoft Word 2007 and higher for ARIA RO <p>CUSTOMER RESPONSIBILITY:</p> <ol style="list-style-type: none"> 1. One analog telephone line (POTS) to be connected to the AudioCodes hardware device for sending of faxes over the POTS (Plain Old Telephone System) line. 2. A server for hosting the XMedius Fax Software with Microsoft Word 2007 or higher preinstalled. The software is supported on the IEM server but is not currently supported on an 'ARIA DB Server' or 'ARIA Combo Server'. <p>NOTE:</p>	1

Item	Description	Qty
	<p>Varian reserves the right to upgrade the equipment to the current system available at time of shipment.</p> <p>One XMedius Fax System is supported.</p> <p>The Fax System is configured for the use of ARIA for Medical Oncology and/or Radiation Oncology. Shared use of the Fax System with other 3rd party applications or products is not supported by Varian. Customers may engage Sagemcom (http://xmediusfax.sagemcom.com/) to inquire about modules and support for general faxing using the XMedius product.</p> <p>The XMedius Fax solution is provided with 1 year of support, customers must engage Sagemcom or an Authorized Reseller for any renewal of the Maintenance Agreement.</p> <p>Varian will not be responsible for service and support for any customer purchased hardware or software. For a detailed description of hardware and software recommendations, please refer to the Varian website: www.varian.com / ARIA / Hardware Specifications.</p>	

Section 4 Eclipse

4.1	<p>Eclipse Over Citrix</p> <p>The Eclipse Over Citrix license enables traceability of the Eclipse applications installed in to a Citrix farm.</p> <p>NOTES: 1. Only 1 'Eclipse Over Citrix' license is required per Citrix Farm where the Eclipse applications are installed.</p>	1
4.2	<p>Medium Server TPS Rack Server Package</p> <p>This hardware meets the recommended specification for v11.0 or higher.</p> <p>The Medium Rack TPS Server Package consists of the following: (2U) Rack-mount Chassis</p> <p>Varian currently provides state-of-the-art Intel® Multi-Core Xeon® Processors with this DELL® server. Redundancy is achieved with RAID 1 (OS & APP), RAID 5 (DB & DB LOG) and RAID 5 (DB Dumps and Image Directory).</p> <p>LTO external tape autoloader, tapes, and software are included for backup. – 2U Rack mount chassis</p> <p>Full Height Server Rack varian currently provides the Dell™ PowerEdge™ 42U Server Rack with KVM switch, UPS, monitor, keyboard and mouse.</p> <p>NOTES: varian reserves the right to upgrade this server's hardware to the then current model available at time of shipment. varian will not be responsible for service or support for any customer purchased computer hardware or software. For a detailed description of our hardware recommendations, please refer to the Varian website: http://www.varian.com/ hardware/specs.</p>	1
4.3	<p>Eclipse Multi-Client Base</p> <p>Description: Site configuration for multiple Eclipse clients with a dedicated server and networked to a third party RV.</p> <p>PRE-REQUISITES: 1. Dedicated Server 2. Local Area Network (1 Gb recommended, 100 Mb required)</p> <p>This package includes installation, education courses, on-site application training and licenses listed below:</p> <p>LICENSE(S): 1. Varian Database 2. DICOM 3.0 Image Import Server License</p>	1

Item	Description	Qty
	3. DICOM RT Server License 4. Integrated Health Enterprise Radiation Oncology 5. RTOG DICOM Export 6. DICOM Print 7. Leaf Motion Calculation Licenses 8. Virtual Simulation Laser Interface 9. 4D Planning included at v.13 10. Electron Monte Carlo included at v.13	
	CUSTOMER RESPONSIBILITY: - A properly networked environment (for detailed information on network requirements, refer to the Oncology Systems Network Configuration Guidelines at http://www.varian.com/us/oncology/services_and_support/hardware_specifications/)	
4.4	Framework Agent Server	1
4.5	Eclipse Advanced Planner Desktop	1
	<p>The Eclipse Advanced Planner Desktop includes software optimized for IMRT, frameless IMRS, 4D, Conformal Arc, DMLC, Electron Monte Carlo and 3D BrachyVision. This desktop package also includes IMRT planning for TrueBeam using the leaf motion calculator.</p>	
	<p>FEATURE(S):</p> <ol style="list-style-type: none"> 1. For base treatment planning software which includes multi-modality image support (including PET contouring, image registration and blending, clinical protocols, advanced segmentation, virtual simulation (includes support of interfaces to all approved VSim systems), beam placement, plan evaluation, electronic plan approval, electronic chart and configurable printing of plan documentation; 2. 2D and 3D dose calculation on a distributed calculation framework (including beam configuration, IRREG, 3D conformal and field in field planning using Anisotropic Analytical Algorithm (AAA) or pencil beam convolution, and electron calculation using Generalized Gaussian Pencil Beam; 3. 2D BrachyVision for film based brachytherapy planning; 4. IMRT Planning package including beam angle optimization, Interactive IMRT optimization, electronic surface compensation and planar compensation. Support either split carriages or large-field IMRT. Planning for frameless IMRS; 5. 4D Planning; 6. Electron Monte Carlo; 7. Conformal Arc Planning for DMLC; 8. 3D BrachyVision; 9. IMRT Planning support available with the Varian TrueBeam, includes leaf motion calculation algorithm integrated to the Eclipse Distributed Calculation Framework (DCF) to support both the sliding window (leaves move while radiation is ON) and multiple static segments (leaves move while radiation is paused and are static while radiation is ON). (This is available with a Varian TrueBeam). 	
	<p>LICENSE(S): One (1) set of license of the above features</p>	
	<p>PREREQUISITES:</p> <ol style="list-style-type: none"> 1. An Eclipse Calculation Workstation must be on order with this desktop package (this workstation must be purchased from Varian Medical Systems). 2. In a Citrix environment, an Eclipse Calculation Workstation or a Framework Agent Server must be on order with this desktop package (and must be purchased from Varian Medical Systems). 	
4.6	Eclipse Physician's/Simulation Desktop	2
	<p>The Eclipse Physician's Desktop is optimized for the physician and includes tools for registration, contouring, 4D, beam placement and plan approvals.</p>	
	<p>FEATURE(S):</p> <ol style="list-style-type: none"> 1. Desktop package for ONE (1) base treatment planning software which includes multi-modality image support (including PET contouring, image registration and blending, clinical protocols, advanced segmentation, virtual simulation (Includes support of interfaces to all approved VSim Systems), 4D Planning, beam placement, plan evaluation, electronic plan approval, electronic chart and configurable printing of plan documentation. 	

Item	Description	Qty
	<p>LICENSE(S): One (1) set of license of the above features</p> <p>PRE-REQUISITES:</p> <ol style="list-style-type: none"> 1. An Eclipse Non-Calculation Workstation must be on order along with this package (this workstation must be purchased from Varian Medical Systems). 2. In a Citrix environment, an Eclipse Calculation Workstation or a Framework Agent Server must be on order with this desktop package (and must be purchased from Varian Medical Systems). 	
4.7	<p>Eclipse RapidArc Planning License</p> <p>Eclipse RapidArc Planning supports dynamic arc treatments produced through volumetric dose optimization using Dynamic MLC, variable dose rate and variable gantry speed to generate intensity modulated dose distributions in optimized arcs. Supports both coplanar and non-coplanar arcs.</p> <p>LICENSE(S):</p> <ol style="list-style-type: none"> 1. ONE (1) Eclipse Dose Dynamic Arc software option and license 2. ONE (1) Conformal Arc for dMLC <p>PRE-REQUISITE(S):</p> <ol style="list-style-type: none"> 1. Eclipse version 10.0 or higher must be installed on all Eclipse workstations in the network 2. Interactive IMRT Planning on Eclipse workstations 3. Varian Linear Accelerator with RapidArc Delivery 4. Minimum hardware requirements as per http://www.varian.com/us/oncology/services_and_support/hardware_specifications/ 	1
4.8	<p>SmartSeg Knowledge Based Contouring</p> <p>Smart Segmentation Knowledge Based Contouring provides a combined atlas and model based approach to automated segmentation of structures together with tools for manual contouring or editing of structures. A library of already contoured expert cases is provided which is searchable by anatomy, staging, or free text. Users also have the ability to add or modify expert cases to suit their clinical needs.</p> <p>Licenses:</p> <ol style="list-style-type: none"> 1. ONE(1) SmartSegmentation Knowledge Based Contouring site license <p>Pre-requisites:</p> <ol style="list-style-type: none"> 1. Eclipse version 11/0 or higher must be installed on all Eclipse workstations in the network 	1
4.9	<p>Acuros External Beam</p> <p>Acuros External Beam advanced dose calculation is a photon algorithm that provides dose calculation with the same accuracy as Monte Carlo with no statistical noise in a fraction of the calculation time.</p> <p>LICENSE(S):</p> <ol style="list-style-type: none"> 1. Acuros External Beam <p>PRE-REQUISITE(S):</p> <ol style="list-style-type: none"> 1. Eclipse version 10.0 or higher must be installed on all Eclipse workstations in the network. 	1
4.10	<p>Portal Dosimetry Package</p> <p>Portal Dosimetry provides the capability to perform pre-treatment IMRT QA using the PortalVision electronic imager. Dose prediction images are generated with Eclipse and can be viewed, compared and evaluated with the acquired images from the electronic imager.</p> <p>LICENSE(S):</p> <ol style="list-style-type: none"> 1. One (1) Portal Dosimetry license (Varian Dosimetry Review license) 2. One (1) Eclipse Portal Dose Calculation license <p>PRE-REQUISITES:</p> <ol style="list-style-type: none"> 1. Eclipse 3D Treatment Planning System (not including Eclipse SV) 	1

Item	Description	Qty
	<p>2. PortalVision amorphous silicon imaging system</p> <p>3. Compatible version of Varian Information Management system, or</p> <p>4. Compatible version of Varian Image Management system</p> <p>5. Dedicated Varian Image management server hardware.</p> <p>6. PVI aS1000 for Clinacs if RapidArc is used Max supported dose rate: maximum of 600 MU/min @ 100 cm source-to-imager distance</p> <p>7. PVI aS500 or aS500-II on Clinacs if RapidArc is not used Max supported dose rate : maximum of 400 MU/min @ 100 cm source-to-imager distance</p> <p>8. Higher dose rates can be achieved by imaging at extended distances</p> <p>*NOTE: Portal Dosimetry does not support HIM*</p>	
4.11	<p>RapidPlan Core</p> <p>Varian's RapidPlan™ Knowledge-Based Planning Software leverages a machine learning approach and provides planning models for various disease sites. The user also has the capability of adding their own treatment plans to the planning model allowing customization to the clinic's treatment method and protocol.</p> <p>FEATURES:</p> <ol style="list-style-type: none"> ONE (1) RapidPlan™ license for ONE (1) user DVH estimation models from Varian will be provided when available User defined configuration of DVH estimation models <p>LICENSES:</p> <ol style="list-style-type: none"> DVH Estimation Algorithm (site license) DVH Estimation Model Configuration (site license) DVH Estimation for one (1) concurrent user <p>PRE-REQUISITES:</p> <ol style="list-style-type: none"> Eclipse version 13.5 or above needs to be present. An Eclipse Calculation Workstation Interactive IMRT and/or Eclipse VMAT Planning In a Citrix environment, an Eclipse Calculation Workstation or a Network Agent Server 	1
4.12	<p>Citrix Service Req/Serv (Normal Bus Hrs)</p> <p>Citrix® Service Request per Server (Normal Business Hours)</p> <p>Troubleshooting Citrix XenApp™ (or Presentation Server®) implementations, or adding Citrix XenApp (or Presentation Server) Server(s) to an existing Citrix Farm intended for the addition of ARIA or Eclipse clients.</p> <p>DESCRIPTION:</p> <p>Add one (1) or more servers to an existing Citrix Farm whereby ARIA or Eclipse clients were not previously available.</p> <p>OR-</p> <p>Troubleshoot customer IT/S initiated Citrix implementation for the publishing of ARIA or Eclipse applications over Citrix whereby the Varian software product fails to work as intended.</p> <p>ARIA Client applications if purchased under Practice Management and Radiation Oncology will be published in a Citrix environment. Eclipse Treatment Planning Client application if purchased will be published in a Citrix environment. Review the then-current Citrix Customer Release Notes to understand a) what limitations exist with ARIA or Eclipse client applications or features when published in a Citrix farm, b) what editions of Citrix have been qualified for ARIA and Eclipse, and c) what support exists for national languages.</p> <p>XenApp (or Presentation Server) software can be installed onto multiple servers intended for a Citrix Farm. Neither Citrix licenses nor any hardware for this environment will be included.</p> <p>PREREQUISITES:</p> <ol style="list-style-type: none"> Citrix XenApp (or Presentation Server) Licenses and adequate quantities shall be procured by the customer; Existing Citrix XenApp (or Presentation Server) environment or later is currently available and properly configured such as but not limited to the following: (1) Citrix IMA Database, (2) Citrix Website, (3) Citrix Software, (4) Citrix Admin Accounts. Windows Server CALs and Windows Terminal Server CALs with adequate quantities shall be procured by the customer; Hardware compatible for a Citrix installation shall be installed in a networked environment by the customer. 	2

Item	Description	Qty
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5. Network requirements for Citrix Server; 100 MBs (1 GBs recommended) for LAN and T1 or faster for WAN (T3 is highly recommended).

ADDITIONAL SERVERS IN FARM HARDWARE REQUIREMENTS (sold separately):

1. For a detailed description of our current hardware recommendations, please refer to the Varian website: <http://www.varian.com/hardwarespecs>
2. Varian will not be responsible for service or support for any customer purchased computer hardware or software.

CUSTOMER RESPONSIBILITY:

1. Citrix compatible hardware purchased by customer (for detailed information on hardware requirements, refer to <http://www.varian.com/hardwarespecs>; and
2. A properly networked environment (For detailed information on network requirements, refer to the Network Configuration Guidelines at <http://www.varian.com/hardware specs>)
3. Customer to purchase in advance appropriate quantities of Citrix XenApp (or Presentation Server) licenses, Windows Server Client Access Licenses (CAL), and Windows Terminal Server (CAL) for the Citrix environment
4. Varian shall be provided with remote access to the intended Citrix Server(s)
5. A domain account including credentials with local administrator privileges for each intended Citrix server shall be made available to Varian
6. Customer shall self-maintain all aspects of the Citrix environment post VARIAN's initial installation such as but not only limited to the following:
 - (1) Adding additional Citrix licenses, and
 - (2) Adding additional users, and
 - (3) Adding additional Citrix server hardware, and
 - (4) Adding Citrix server(s) to your domain, and
 - (5) Citrix software updates and upgrades, and
 - (6) Maintenance and Support agreements with Citrix Systems, Inc., and
 - (7) Maintain a silo environment for ARIA and/or Eclipse clients over Citrix.

INSTALLATION AND SUPPORT:

Installation of Citrix XenApp (or Presentation Server) software and Varian Client applications on each intended server is limited to ONE (1) full business working day for the Varian Service Engineer.

-OR-

Troubleshooting of customer IT/S initiated Citrix XenApp (or Presentation Server) implementation for publishing of ARIA and/or Eclipse applications over Citrix whereby the Varian software product failed to work as intended and will be limited to ONE (1) full business working day for the Varian Service Engineer.

If more than ONE (1) full business working day for the Varian Service Engineer is required, then additional "Citrix Service Request per Server (Normal Business Hours)" will be ordered.

Citrix XenApp (or Presentation Server) installation and support will not be covered as part of any of VARIAN service agreement.

Installer will train the hospital IT/IS staff on the basic fundamentals as part of the installation process if needed.

Onsite Citrix installations will be subject to any and all additional charges related to travel on behalf of Varian at cost.

4.13	Color Laser Printer	1
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4.14	INCL ED: EC201 Eclipse Comm I Admin	1
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Description:
INCL ED: EC201 Eclipse Comm I Admin

Features:
The Eclipse Administration and Physics course provides training primarily for Physicists. Depending on the facility, the course may be applicable to Dosimetrists and others responsible for initial system configuration and routine administration of Eclipse.

The administration component of the course will focus on networking, system structure, management of user accounts and routine data backup. The physics component of the course will cover beam data requirements for the Eclipse

Item	Description	Qty
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treatment planning system. It will include sections on photon and electron beam algorithms. At the end of the course the learner will have received the instruction necessary to be able to commission basic Eclipse planning 3D system.

Prerequisites:
Medical Physicist Education

Customer Responsibilities:
Customer is responsible for all travel expenses: airfare, hotel, rental car, meals and travel incidentals.

Notes:
Includes Tuition and Materials for ONE person.
Training is non-refundable and non-transferable.
Offer is valid for 18 months after installation of product.
Training must be taken at nearest Varian education center
Length - 5 days

For detailed course information and on-line registration, visit the Varian website at <http://www.varian.com/index.html>.

4.15 **INCL ED: EC101 Eclipse Basic Operations**

Description:
INCL ED: EC101 Eclipse Basic Operations

Features:
The Eclipse Operations course provides initial training for Dosimetrist, Physicists and others responsible for daily use of the treatment planning system in the clinical environment. The course will provide an overview of Eclipse structure, graphical user interface, different workspaces and tasks.

The focus will be on the import of CT data, image registration, structure segmentation, creation and edits of plans, fields and beam modifiers and evaluation of plans. Other topics include 2D planning using the digitizer and irregular field planning, simply brachytherapy and export to the record and verify system. 3rd party software is also covered.

Prerequisites:
Experience with and knowledge of treatment planning
Basic knowledge of computers and the Windows Operating system

Customer Responsibilities:
Customer is responsible for all travel expenses: airfare, hotel, rental car, meals and travel incidentals

Notes:
Includes Tuition and Materials for ONE person.
Training is non-refundable and non-transferable.
Offer is valid for 18 months after installation of product.
Training must be taken at nearest Varian education center
Length - 5 days

For detailed course information and on-line registration, visit the Varian website at <http://www.varian.com/index.html>.

4.16 **INCL ED: EC202 Eclipse Comm II IMRT**

Description:
INCL ED: EC202 Eclipse Comm II IMRT

Features:
The course will cover IMRT planning with the Eclipse System and the delivery of IMRT using Varian dMLC. The Varian IMRT solution will be presented during the course, including the integration into the ARIA System. The course is designed for the Physicist.

Part ONE will cover the use of the Eclipse IMRT software including the full treatment planning process with typical clinical case demonstration. Topics include IMRT planning algorithms, interfacing with other devices, definition of optimization parameters, QA parameters, and system commissioning. Part of the training course is reserved for hands-on training to covers typical clinical cases. A guest speaker will present on the use of IMRT planning in the clinical

Item	Description	Qty
	<p>environment, clinical outcomes of IMRT, and radiobiological considerations (DVH, partial DVH, dose volume constraints).</p> <p>Part TWO covers delivery methods. Topics covered include a detailed description of the MLC hardware, the MLC and Clinac control systems for dynamic dose delivery, dMLC QA issues, and patient related QA procedures.</p> <p>Prerequisites: Medical Physicist Education Attendance of Eclipse Administration and Physics Course and/or Eclipse Operations Course; 2-3 month routine clinical use of Eclipse recommended</p> <p>Customer Responsibilities: Customer is responsible for all travel expenses: airfare, hotel, rental car, meals and travel incidentals.</p> <p>Notes: Includes Tuition and Materials for ONE person. Training is non-refundable and non-transferable. Offer is valid for 18 months after installation of product. Training must be taken at nearest Varian education center Length - 5 days</p> <p>For detailed course information and on-line registration, visit the Varian website at http://www.varian.com/index.html Course is approved for Category "A" ASRT and MDCB continuing education credits.</p>	
4.17	<p>INCL ED: EC102 Eclipse Inv Png IMRT RA</p> <p>Description: INCL ED: EC102 Eclipse Inverse Planning IMRT & RapidArc</p> <p>Features: The Eclipse IMRT Operations course provides instruction on inverse treatment planning with the Eclipse System. Course is designed for the Physicist and Dosimetrist.</p> <p>Course will cover the entire IMRT treatment planning process demonstrated on clinical cases such as prostate, breast and head and neck. Other topics covered are factory behind IMRT, contouring for IMRT, objectives and constraints, verification plan, data export and image registration. Majority of the course is reserved for hands-on application.</p> <p>Prerequisites: Attendance in the Eclipse Operations course Recommended 2-3 month routine clinical use of Eclipse prior to course attendance.</p> <p>Customer Responsibilities: Customer is responsible for all travel expenses: airfare, hotel, rental car, meals and travel incidentals.</p> <p>Notes: Includes Tuition and Materials for ONE person. Training is non-refundable and non-transferable. Offer is valid for 18 months after installation of product. Training must be taken at nearest Varian education center Length - 4 days</p> <p>For detailed course information and on-line registration, visit the Varian website at http://www.varian.com/index.html Course is approved for Category "A" ASRT and MDCB continuing education credits.</p>	
4.18	<p>STD TRNG: Eclipse</p> <p>Training is included with the purchase of Eclipse. Training plan details will be provided by the training management team as part of your product implementation process.</p> <p>- Offer is valid for 18 months after installation.</p> <p>Training is not transferable with other products and services</p>	1

Item	Description	Qty
4.19	<p>INCL ED: 3D BrachyVision on Eclipse</p> <ul style="list-style-type: none"> - Includes Tuition and Materials for ONE person. - Airfare, hotel (room and tax) included for ONE person. Does not include meals or other travel incidentals. - Course is non-refundable and non-transferable. - Offer is valid for 18 months after installation. <p>The 3D BrachyVision on Eclipse course is a 3-day classroom session covering module functionality. User has the option to upgrade to a 3-day on-site applications training session for up to (3) students in lieu of the included classroom education. See "training options" in BrachyTherapy pricelist for more details.</p> <p>Prerequisites: none</p> <p>Length: 3 days</p>	1
4.20	<p>INCL ED: EC112 Eclipse Inv PIng RA</p> <ul style="list-style-type: none"> - Includes Tuition and materials for ONE person. - Attendees will be responsible for their own, airfare, hotel, rental car, meals and other travel incidentals. - Training is non-refundable and non-transferable. - Offer is valid for 18 months after installation of product. <p>The Rapid Arc course provides instruction on Rapid Arc planning.</p> <p>The target audience for the class is anyone involved with treatment planning, specifically Dosimetrists.</p> <p>The course will provide instruction in the treatment planning principles and knowledge to support planning in Rapid Arc. The lab portion will provide hands-on Rapid Arc planning experience under the guidance of a Varian instructor.</p> <p>Prerequisites:</p> <ul style="list-style-type: none"> - Must observe prerecorded Rapid Arc Operations Live Meeting prior to class attendance - Experience with and knowledge of Eclipse IMRT treatment planning - Basic knowledge of computers and the Windows Operating system <p>Length & Location: 1 1/2 days Varian Education Center, Las Vegas, NV</p>	1
4.21	<p>INCL ED: EC203 Portal Dosimetry</p> <p>Description: INCL ED: EC203 Portal Dosimetry</p> <p>Features: The Portal Dosimetry course will cover commissioning, calibration and operation of Portal Dosimetry system. Course intended for the Physicist.</p> <p>Topics covered include introduction to Portal Dosimetry system covering hardware and software, Portal Dosimetry calibration, acquisition of portal dose images for dynamic delivery, analysis of portal dose images and recommended QA tests. Course curriculum includes practical exercises with live beam using aSi1000 Portal imager.</p> <p>Prerequisites: User of Varian PortalVision system, basic knowledge of portal Vision system Attendance in the Eclipse Administration and Physics course Recommend attendance in the Eclipse IMRT Administration and Physics course Clinical IMRT experience Medical Physicist Education</p>	1

Item	Description	Qty
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Customer Responsibilities:
Customer is responsible for all travel expenses: airfare, hotel, rental car, meals and travel incidentals.

Notes:
Includes Tuition and Materials for ONE person.
Course is non-refundable and non-transferable.
Offer is valid for 18 months after installation of product.
Training must be taken at nearest Varian education center
Length – 2.5 days

For detailed course information and on-line registration, visit the Varian website at <http://www.varian.com/index.html>.

4.22	STD Trng: RapidPlan	1
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Training is included with the purchase of RapidPlan. Training plan details will be provided by the training management team as part of your product implementation process.

- Offer is valid for 18 months after installation.

Training is not transferable with other products and services

4.23	TPS Citrix Server - Rack not Included	2
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This hardware meets the recommended specifications for ARIA v.1.1.0 and higher.

Citrix Server - (1U) Rack Mount Chassis

Varian currently provides state-of-the-art Intel® Multi-Core Xeon® Processors with DELL® servers. Redundancy is achieved via RAID 1.

NOTES:

1. No internal or external backup unit is included with this server.
2. Varian reserves the right to upgrade the server hardware to the then current model available at time of shipment.
3. Varian will not be responsible for service and support for any customer purchased computer hardware or software.
4. For a detailed description of our hardware recommendations, please refer to the Varian website: <http://www.varian.com/hardwarespecs>

CUSTOMER RESPONSIBILITY:

1. A properly networked environment; 100 MBs (1 GBs recommended) for LAN and T1 or faster for WAN (T3 is highly recommended) (for detailed information on network requirements, refer to the Network Configuration Guidelines at <http://www.varian.com/hardware specs>); and
2. Customer to purchase in advance appropriate quantities of Citrix licenses; and
3. Varian shall be provided with remote access to the intended Citrix Server(s)
4. A domain account including credentials with local administrator privileges for each intended Citrix server shall be made available to Varian
5. Customer shall self-maintain all aspects of the Citrix environment such as but not only limited to the following:
 - (1) Adding additional Citrix licenses, Terminal Server CALs, Operating System CALs and
 - (2) Adding additional users, and
 - (3) Adding additional Citrix server hardware, and
 - (4) Adding Citrix server(s) to your domain, and
 - (5) *Citrix software updates and upgrades, and
 - (6) Maintenance and Support agreements with Citrix Systems, Inc., and
 - (7) Maintain a silo environment for ARIA and/or Eclipse clients over Citrix.

*Hotfixes and Hotfix Rollup Packs specific to Citrix environments will be qualified for compatibility with current supported Varian Oncology Software clients and will be listed on <http://My.Varian.com> website.

Item	Description	Qty
5.1	VELOCITY SERVER (1U)	1

This hardware meets the recommended specifications for Velocity 3.1 and higher.

VelocityGRID Small Server

Varian currently provides state-of-the-art Intel® Multi-Core Xeon® Processors with this DELL® server.

NOTES:

1. No internal or external backup unit is included with this server.
2. Varian reserves the right to upgrade this server's hardware to the then current model available at time of shipment.
3. Varian will not be responsible for service or support for any customer purchased computer hardware or software.
4. For a detailed description of our hardware recommendations, please refer to the Varian website: http://www.varian.com/us/oncology/services_and_support/hardware_specifications/.

5.2	VELOCITY GRID-2 CONCURRENT USER LICENSES	1
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Velocity GRID is a vendor-neutral client/server solution for medical imaging and oncology data. The Velocity GRID Platform includes the GRID Software Server License and two (2) Concurrent User Velocity Licenses. This package allows for two users in a department to simultaneously perform Velocity functions with all data being stored centrally on the Velocity GRID server.

FEATURE(S):

1. Velocity GRID Server includes features for data storage and archiving data (including DICOM and non-DICOM). The server features include:

- Store both DICOM and non-DICOM data in Velocity GRID
- DICOM Auto-Importer automatically parses and associates data
- Query-Retrieve Engine can pull data from other DICOM locations (C-FIND, C-MOVE, C-STORE)
- Auto-Import CDs or other file data from workstations
- Velocity GRID uses centralized encrypted data store

2. Velocity Concurrent User License(s) include the following client features:

- Multi-modality deformable image registration
- Advanced contouring tools
- RT plan review
- Dose tracking and accumulation
- 4D tools
- Response assessment workflows

LICENSE(S):

1. One (1) GRID Software Server License that runs on a Windows server hardware and software. GRID server has a central database for storing data and a licensing manager for regulating the number of concurrent users logged into the GRID. GRID Software also provides Oncology PACS features for storing, sharing and moving data around the oncology department.

2. Two (2) Concurrent User Licenses to be actively logged into the GRID server using Velocity functionality on any workstation in the department that has access to the GRID server and meets minimum specifications for Velocity hardware requirements.

PREREQUISITES:

- Dedicated Server that meets minimum hardware requirements as per http://www.varian.com/us/oncology/services_and_support/hardware_specifications/.

- No hardware included.

CUSTOMER RESPONSIBILITY:

- A properly networked environment (for detailed information on network requirements, refer to the Oncology Systems Network Configuration Guidelines at http://www.varian.com/us/oncology/services_and_support/hardware_specifications/)

5.3	STD TRNG: VELOCITY	1
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Training is included with the purchase of Velocity. Training plan details will be provided by the training management team as part of your product implementation process.

- Offer is valid for 18 months after installation.

Item	Description	Qty
	Training is not transferable with other products and services	

Section 6 Siemens Trade-in

6.1	Trade-In	1
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The trade-in value provided for the equipment is based upon the successful inspection by Purchaser and removal of the equipment on or before the shipping allocation date or other removal date agreed upon in writing. Delays to this schedule or failure of inspection may reduce the trade-in value.

Equipment must be kept in clinical operating condition and serviced according to the original manufacture's recommendations until time of removal from site. This will be the responsibility of the customer. Customer must allow Purchaser to bring potential buyer(s) to the site to inspect the unit on a mutually agreeable schedule.

Unless otherwise noted, trade-in values include standard rigging. Shoring of floors, elevators, cranes and other non-standard rig item are excluded and are the responsibility of the customer. Trade-in includes all parts, spare parts, accessories, technical manuals and all service records.

Draft Only

Covered Equipment and Services

TrueBeam_Performance - Essentials

- Rapid Arc/VVMAT
- MLC 120
- MV Imager
- KV Imager

Services Attachment

- Attachment 1
- Attachment 2
- Attachment 3

Description of Services Provided
Detailed Service Specifications
Terms and Conditions

Draft Only

Description

Service Contract - Mountain Regional Cancer Center

Section 1: TrueBeam Performance : Essentials

Periodic Maintenance Inspection (PMI)

Varian will perform the full annual program for the Periodic Maintenance Inspections (PMI) in accordance with Varian specifications. PMI will be performed during Varian's Standard Hours, at mutually agreed upon dates and times. The quantity and frequency of the inspections will depend on the configuration of the Covered Equipment.

Uptime Performance Guarantee 96%

Varian guarantees that the covered system described at the end of this section will achieve an uptime of 96% or better. Guidelines for calculating uptime are provided in Attachment 2.

Mandatory Upgrades coverage

Varian will perform all mandatory safety and reliability modifications for the Covered Equipment at a mutually agreed upon time.

Discounted Labor Rates

The Customer is entitled to a discount from the published standard labor rate for any service performed that is not covered under this Support Agreement. Details can be found in Attachment 2.

Comprehensive Parts Coverage

Varian will provide all parts necessary, except Consumable Items (as defined in Attachment 2), to keep the Covered Equipment functioning normally. To cover consumables, 'Consumables Items Supply' coverage must be included.

NFO & special freight handling

Varian will undertake every business effort to transport the parts to customer site as fast as reasonably possible.

Coverage for selected Tx room components

Varian will provide coverage for selected non-Varian manufactured equipment and parts that are part of the treatment room environment provided the parts were supplied by Varian. Covered treatment room components are listed in Attachment 2.

Discounted Parts Pricing

The Customer is entitled to a 10% discount from list price for parts purchased that are not covered under this Support Agreement.

On-site Labor coverage (OSL)

Varian will provide on-site field service support for the Covered Equipment during Varian's Standard Hours, for issues that cannot be resolved by telephone or through remote support.

On-site Emergency Labor

Varian will provide on-site emergency field service support for the covered equipment for issues that cannot be resolved by telephone or through remote support SmartConnect®. Emergency field service support includes non-standard business hours coverage, only to the extent the number of such visits remains within Varian's customary practice. To qualify as an emergency service event, Customer must declare the equipment "down," cease treatment and make the equipment available to Varian service personnel immediately.

Discounted Training

This entitles the Customer to a 30% discount from list price on all available Varian classroom trainings or training credits published in the Varian sales catalog, in any Varian training facility available worldwide.

Help Desk Support Technical (HDST)

Varian's help desk specialists will provide technical support for the Covered Equipment. Support is available over telephone, through the MyVarian portal, and by e-mail during Varian's Standard Hours.

Remote Access

Varian will provide remote diagnostics and support during Varian's Standard Hours for service of a defect or an error that cannot be resolved by telephone or e-mail.

Remote Access Discount

This entitles the Customer to a 3% discount on the SLA price, for enabling remote support capability with sufficient network capacity and bandwidth. Varian will provide remote diagnostic and support during standard business hours for service of a defect or error that cannot be resolved by telephone or e-mail.

Unlimited Help Desk Sup. Clinical (HDSC)

Varian's help desk specialists will provide clinical product support for the Covered Equipment. Support is provided over telephone, through the MyVarian portal, and by e-mail during Varian's Standard Hours.

Opt Firmware & Console Software Upgrades

Varian will provide all optional upgrades to software embedded or installed on the treatment delivery systems, its sub components (i.e. MLC, KV -- MV Imager, CBCT, OBI, Respiratory Gating) and all treatment consoles for the covered equipment. Upgrades will be performed only when they become necessary due to an upcoming Varian OIS or TPS upgrade, in order to get the delivery system compatible with the prospective OIS or TPS version. Varian may install upgrades remotely or on-site. Firmware and console software upgrades will be performed during standard business hours at mutually agreed upon dates and times unless a non-standard hours coverage option has also been purchased.

SmartConnect Plus

Description

Varian provides and installs proprietary monitoring software that detects pre-determined fault conditions and sends alerts to Varian in real time. Varian personnel evaluate the alerts, initiate appropriate action, and contact the customer as necessary.

Draft Only

Quotation Total

Quotation Total

US \$3,126,704

Draft Only

Terms and Conditions of Sale

Form RAD 1652U 12/11

VARIAN MEDICAL SYSTEMS, INC. ("Varian")

GENERAL TERMS

These General Terms shall apply to all Products and Services sold by Varian to Customer under this Agreement.

1. Applicable Terms and Conditions

These Terms and Conditions of Sale, including any exhibits, schedules, addenda, and other attachments (collectively, the "Agreement"), shall govern Varian's furnishing of all products ("Products"), including hardware products manufactured by Varian ("Varian Hardware"), third party hardware products that are integrated into a Varian Product ("Non-Varian Hardware") (Varian Hardware and Non-Varian Hardware are collectively referred to as "Hardware Products"), application software products created or licensed by Varian under the Software Section or provided to Customer by Varian under the terms of the Support Section ("Varian Software"), third party software products that are not integrated into a Varian Product ("Non-Varian Software") (Varian Software and Non-Varian Software are collectively referred to as "Software Products"), Varian warranty work and services provided under the datasheet accompanying the Quotation ("Datasheet") and the Support Section and interface development and other customized service work provided under the Professional Services Section ("Varian Services"), and third party services ("Non-Varian Services") (Varian Services and Non-Varian Services are collectively referred to as "Services"), each identified in the applicable Varian quotation ("Quotation") issued to the customer identified in such Quotation ("Customer"). While Varian may acknowledge receipt of a purchase order issued by Customer by signing and returning it, any Customer terms and conditions in any specific order documentation, preprinted or otherwise, shall be inapplicable and shall not modify this Agreement. If an earlier revision of a Quotation is signed, subsequent unsigned corrections of the Quotation shall apply upon agreement of the parties.

2. Quotations and Prices

(a) A Quotation shall expire at the end of the period identified in the Quotation, or if none is stated in the Quotation, the Quotation shall expire sixty (60) days from the date of issuance. A Quotation to a non-U.S. Customer shall be considered a solicitation for an offer to purchase. (b) Varian's prices exclude, and Customer shall be responsible for, all taxes or levies of whatever nature arising out of or in connection with this Agreement, including the sale, delivery, ownership, or use of the Products or performance of the Services, but excluding taxes based on Varian's net income and the Medical Device Excise Tax, if applicable. If Customer asserts that any transaction under this Agreement is tax exempt, Customer shall provide to Varian a tax or levy exemption certificate acceptable to the taxing or levying authority. (c) Varian's acceptance of any order and Varian's performance are expressly conditioned upon Customer's compliance with all applicable codes, regulations, and recommendations of competent health or radiation-protection authorities affecting Products or installation and use of the Products, including obtaining all required permits, and Varian's approval of Customer's credit. Where applicable, Customer acknowledges that Varian has notified Customer that there are regulatory requirements associated with possession and use of radiation-generating devices. Prior to installation of a radiation-generating device Customer must apply for and obtain approval for installation of the device from the appropriate local and/or state radiological regulatory agency and must provide Varian with a copy of the approval form to verify that the required authorization has been obtained prior to the transfer of the radiation-generating device. (d) Customer shall disclose the dollar value of any discounts or reductions in price for the Products and Services furnished by Varian in Customer's costs claimed or charges made to Medicare, Medicaid, and any other federal, state, or local program providing reimbursement to Customer.

3. Payment

- 3.1. **Product Orders.** The payment schedule and payment terms are set forth in the Quotation, provided, however, that if a Product is not installed within six (6) months after delivery to Customer and such delay is not due to the fault of Varian, then all remaining unpaid balances shall become immediately due regardless of the payment schedule in such Quotation. Varian may charge interest for past due balances at a rate of the lesser of one percent (1%) per month or the maximum amount permitted by applicable law. For partial shipments, Products will be billed when shipped (for example, if Customer orders two linear accelerators on one Quotation to be installed on different dates, then Varian may bill as set forth in the Quotation when the first accelerator and accessories are installed). Except as set forth in the Quotation or otherwise agreed upon by the parties, all reasonably undisputed amounts invoiced shall be due and payable within thirty (30) days of the date of invoice. Varian may cancel or delay delivery of Products when Customer's payments are late under any orders with Varian. Varian shall retain a purchase money security interest in all Products and the proceeds thereof until Customer has made payment in full to Varian of all sums due, including late fees and collection costs. Customer agrees to execute any financing statements or other documents requested by Varian, which may be reasonably necessary to perfect such security interest.
- 3.2. **Service Orders.** Services fees for work not covered by warranty or support will be invoiced periodically in advance, as set forth in the Quotation. If Customer is paying for Services on a time and materials basis, labor charges and expenses, including travel expenses, will be invoiced as such Services are rendered or expenses are incurred, at the rates specified in the Quotation or as set forth in Form MGM 1582 (Labor Rates and Working Hours). Except as set forth in the Quotation or otherwise agreed upon by the parties, all reasonably

undisputed amounts invoiced shall be due and payable within thirty (30) days of the date of invoice. On delinquent accounts, Varian shall be entitled to withhold performance of any Services or distribution of any Maintenance Releases, Upgrade Releases, or Purchase Options, or discounts on the purchase of the same until all outstanding amounts are paid in full.

4. Cancellations, Modifications, and Termination

4.1. **Product Orders.** Either party may terminate any Product order for material breach upon thirty (30) days written notice to the other if such material breach has not been cured. Except for termination for material breach, deposits or down payments, if any, are non-refundable. No Product order accepted by Varian may be terminated, canceled, or modified by Customer except by prior mutual agreement in writing. Where Customer breaches this clause, Customer shall forfeit its deposit or down payment, or if no deposit or down payment was made, shall pay to Varian all damages reasonably incurred by Varian. This Section shall not limit, and Varian shall be entitled to pursue, any other remedies that it may have under the law or in equity.

4.2. Service Orders.

4.2.1. **Generally.** Either party may terminate any Services agreement for material breach upon thirty (30) days written notice to the other if such material breach has not been cured. Customer may terminate any Services agreement for any reason upon ninety (90) days written notice to Varian and receive a refund of any prepaid fees for Services not received or to be received. However, that Customer shall be responsible for the costs of upgrades, updates, installation, and training provided by Varian to Customer during the twelve (12) months prior to termination, if any, plus twenty-five percent (25%) of the remaining annual Service fees for the year in which the Agreement is terminated.

4.2.2. **Termination of Service Agreements in Which Product Costs Are Included and Amortized.** Customers, who prematurely terminate a Service Level Agreement which include and have amortized the cost of any additional Products, such as delivery system upgrades, software licenses, or any other purchasable options, into the cost of the Service Level Agreement will be liable and invoiced for the unpaid portion of these additional Products at the current list price. Payment is due within thirty (30) days of termination.

4.2.3. **Failure to Maintain.** There may be instances where Customer requests Varian to issue a quotation for Varian Services prior to examining the Products covered by the Services (for example, Customer may need to spend allocated budget before a fiscal year end.). Varian reserves the right to terminate Services and refund any payments for such Services to Customer immediately upon written notice to Customer for any Covered Product which in Varian's sole opinion, has not been properly maintained except for agreement renewals and instances where such Product has been under continuous support by Varian. If Varian has not had an opportunity to inspect a Covered Product prior to the issuance or signing of a Quotation, Varian shall have the right to inspect the Product to determine whether it meets a level of operation acceptable to Varian and, at its option, revoke the Quotation before its signing, or terminate the Agreement earlier in this Section after the Quotation is signed. Varian's agreement to provide Services for Covered Products may be further contingent upon the completion of repairs or maintenance indicated as required by such inspection. Except as agreed by the parties Customer must purchase all labor and parts from Varian to maintain the Covered Product, Varian reserves the right to terminate the Agreement where Customer fails to comply.

5. Use Restrictions

Customer shall not decompile, disassemble, or reverse engineer any part of a Product except to the extent such prohibition is void under applicable law. Customer must ensure that anyone with authorized access to the Products will comply with the provisions of this Agreement.

The following shall apply to all Firmware and Operating Systems (as defined below) and Software Products licensed to Customer under this Agreement. Nothing in this Section shall prohibit Customer from allowing hospitals and healthcare workers affiliated with Customer from using the Products if they have the requisite training or experience to do so. Without the written consent of Varian, Customer may not (i) sublicense, sell, lease, rent, timeshare, distribute, or otherwise attempt to transfer its license to such software and/or Documentation to any other person or entity; or (ii) use the such software in a facility management or Service Bureau manner or permit third parties to access the such software over the internet or through an application service provider model. "Service Bureau" means an arrangement pursuant to which (i) third parties are permitted to access and use such software, directly or indirectly, by any means to process their own data or (ii) Customer uses such software to process the data of any third party. Except to the extent that these restrictions are void under applicable law, Customer shall not (i) copy (except as expressly set forth in Section 2 of the Software Section below and except for transitory copies created as part of the normal use of the Product), print, alter, or translate such software, (ii) circumvent any usage or other restrictions imposed by any license manager, (iii) create any derivative work based on such software, or (iv) use such software for application development purposes. Customer agrees that these provisions shall also apply to any copies of such software that Customer acquires from third parties. Customer agrees that it shall not use any part of such software apart from the hardware or software Product with which it was intended to operate.

6. Firmware and Operating Systems

The Product may contain internal system code that executes below the external user interface and which is integral to the operation of the Product ("Firmware"), as well as operating system software ("Operating Systems"). Varian or its licensors own all Firmware and Operating Systems. Except where such Firmware or Operating System is owned by a third party which licenses it directly to Customer, Varian hereby grants Customer, only for so long as Customer shall own the Product, a limited, personal, non-transferable, non-exclusive license to use the applicable Firmware and Operating System as part of the normal operation and maintenance of the Product.

7. Proprietary Notices, Trademarks, Logos, and Trade Names

Varian or Varian's suppliers or licensors own all right, title, and interest (including without limitation all intellectual property rights) in and to all drawings, designs, specifications, manuals, and software furnished by Varian to the Customer. Customer shall not remove, alter, or obscure any copyright, trademark, trade secret, government restricted rights, or other proprietary or confidentiality notices or legends from any copy of such materials and software that are (i) placed or embedded by Varian or its suppliers or licensors in the software, (ii) are displayed when the software is run, or (iii) are applied to the Products, their packaging, labels, or any other materials provided under this Agreement. All trademarks, logos, and trade names displayed on the Products and any related documentation are the property of Varian or third parties, and Customer shall not use them without the prior written consent of Varian or the third party that owns them.

8. Confidential Information

Each party ("Recipient") may be exposed to certain information of the other party ("Discloser") which is confidential to the Discloser and is valuable to Discloser and not generally known to the public ("Confidential Information"). Notwithstanding the foregoing, information shall not be Confidential Information unless, if disclosed in writing, it is conspicuously marked "Confidential" or bears some similar marking, or, if disclosed orally or by observation, its confidential nature is stated by the Discloser at the time of disclosure and confirmed in writing to the Recipient within fourteen (14) days after the disclosure. Except as expressly and unambiguously allowed in this Section, Recipient will hold Discloser's Confidential Information in confidence and will treat Discloser's Confidential Information with the same degree of care taken to protect its own similar confidential information but in no event with less than reasonable care. Recipient further agrees to limit disclosure of such information to those of its directors, employees, contractors, and agents who have a need for such information to effect the use permitted under this Agreement and who are bound under a written agreement or legal obligation to keep such information confidential. For purposes of this Agreement each party's standard director or employee agreement covering confidential information issues will satisfy this requirement with respect to such directors or employees. Recipient will not be required to protect or hold in confidence any information which: (1) becomes publicly known through no wrongful act or omission of Recipient; (2) was previously disclosed by Discloser to Recipient without indication of confidentiality; (3) becomes known to Recipient, without confidential restriction from a third party unless Recipient had or should have had knowledge of its confidentiality; (4) is approved by Discloser for disclosure without restriction in a written document which is signed by a duly authorized officer of the Discloser; or (5) is independently developed by Recipient without use of Discloser's Confidential Information. Disclosure of Confidential Information will not be precluded by this Section if such disclosure is: (a) necessary to establish rights under this Agreement (subject to Recipient's obligation at its expense to make a good faith attempt to obtain a protective order prior to such disclosure); or (b) required by law or regulation or in response to a valid order of a court or request of other governmental body of a country or political subdivision thereof, provided that Recipient notifies Discloser of such order on a timely basis and if possible prior to such disclosure. All Confidential Information, including copies made by Recipient, will remain the property of Discloser. The obligations of confidentiality imposed by this Agreement shall survive any termination of this Agreement. This Section shall not apply to any Confidential Information covered by a separate Business Associate Agreement between the parties.

9. Warranty

9.1. **Warranty for Hardware Products.** See the Hardware Section.

9.2. **Warranty Remedies.** See the Hardware Section.

9.3. **Warranty for Software Products and Services.** See the Software Section and Support Section, respectively.

9.4. **Exclusions from Coverage:** Any warranty claim, support claim, or liability is excluded where such claim or liability is not caused by Varian and arises out of (1) accident, theft, misuse, or neglect; (2) use of the Products outside of normal operating conditions, specifications, or environment or in a manner not authorized by Varian as set forth in the applicable Product documentation or written instructions from Varian; (3) user modification of any Product not authorized by Varian in the applicable Product documentation or other writing; (4) computer viruses and other changes to the operating system or environment which adversely affect the Product; (5) defects, problems, or failures created by third party products (except those comprising parts or components of Varian Products) or their interface with Varian Products; or (6) acts of God, electrical power surges, or other causes external to the Products.

9.5. **Third Party Product Terms and Warranties.** Except as otherwise set forth in this Agreement, a third party product that is integrated into a Varian Product and not separately identified in the Quotation as a third party product shall be covered by the warranty or support obligations applicable to the Varian Product into which it is integrated. All other third party products, including, without limitation, equipment, accessories, or software that are separately identified in the Quotation as third party products ("Separate Third Party Products") shall be governed by that third party's terms and conditions, including, but not limited to, usage guidelines and restrictions, software licenses, warranties, and any other terms; Customer must agree to those third party terms and conditions unless it negotiates otherwise directly with the manufacturer (or authorized distributor) of those Separate Third Party Products. Varian makes no representation or warranty with respect to the compatibility of Separate Third Party Products with Varian Products, nor that the Separate Third Party Products are designed or offered to work with Varian Products as a single system that has received regulatory clearance or approval. Varian remains the manufacturer or record of its products, and the Separate Third Party Product manufacturer remains the manufacturer of record of its products. Varian is reselling the Separate Third Party Products on its Quotation for the Customer's convenience. In no event shall Varian have any liability with respect to Separate Third Party Products, nor shall Varian have any liability for failure of the third parties to perform on their warranties. Customer agrees to seek any remedies with respect to the Separate Third Party Products from the third party manufacturer (or authorized distributor as the case may be).

9.6. EXCLUSIONS OF IMPLIED WARRANTIES. THESE LIMITED WARRANTIES ARE EXPRESSLY IN LIEU OF AND EXCLUDE ALL OTHER EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS, OR CONDITIONS, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE.

10. Intellectual Property Infringement

Varian shall defend, at its expense, any third party claim brought against Customer that the design or manufacture of any Varian Hardware or Varian Software furnished by Varian to Customer under this Agreement infringes any patents or other intellectual property rights of (1) the country where Customer takes delivery of the Product if such country is the United States, Canada, Japan, Switzerland, or any of the fifteen (15) original members of the European Union (namely, Austria, Belgium, Denmark, Finland, France, Germany, Greece, Ireland, Italy, Luxembourg, the Netherlands, Portugal, Spain, Sweden, and the United Kingdom), or (2) the United States where Customer takes delivery of the Varian Hardware or Varian Software in a country not listed earlier in (1) ("Claim"), and shall pay any settlement and any damages, costs, and attorneys' fees finally awarded against Customer arising out of a Claim. The foregoing is conditioned upon Customer (a) notifying Varian promptly in writing of the Claim; (b) giving Varian sole control of the defense, management, and settlement of the Claim, provided that Customer may participate in such defense at its own cost with counsel of its choice if it gives Varian such control; and, (c) upon request, at Varian's cost, reasonably cooperating with Varian in such defense. Varian shall not enter into any settlement imposing liability on Customer for which Customer is not indemnified without Customer's written consent. If (1) such Product's use is enjoined as a result of any Claim, or (2) in Varian's opinion, such Product is likely to become subject to a Claim, Varian may, at its expense and sole option, (a) modify the Product so that it becomes non-infringing; (b) procure for Customer the right to continue to use the Product; (c) substitute for the infringing Product another product having a functionality substantially equivalent to the Product; or (d) accept return of the Product and refund its purchase price, less reasonable depreciation. Varian EXPRESSLY EXCLUDES from liability and Customer shall indemnify and hold Varian harmless from: (1) settlements and their related costs and expenses where Customer settles Claims without Varian's prior written consent; and (2) any Claims arising out of (a) use of the Product in a manner not authorized by Varian, as set forth in the applicable documentation for the Product or written instructions by Varian; (b) modification of the Product except modifications performed by Varian or pursuant to Varian's instructions; (c) combination of the Product with any other equipment, apparatus, software, processes, or materials not furnished by Varian except as requested or performed by Varian; (d) compliance by Varian with Customer's designs, specifications, or instructions; or (e) methods of use of a Product, unless the Product has no substantial non-infringing use; where such infringement would not have occurred but for such use, modification, combination, or compliance. This Section states Varian's entire liability for any claim based upon or related to any alleged infringement of any patent or other intellectual property rights.

11. Bodily Injury

With respect to bodily injury liability to third parties, each party shall be responsible in such proportion as reflects its relative fault for damages arising from or in any way related to the use or operation of any Product. Varian shall have no responsibility whatsoever for, and Customer shall indemnify, defend, and hold Varian harmless from, any and all damage or injury which arises from or relates to (1) any use, operation, or service of any Product by anyone other than Varian personnel prior to completion of applicable acceptance tests by Varian and the radiation survey by Customer, or (2) any use, operation, or service of any Product contrary to any written warning or instruction given by Varian with respect to such Product, including but not limited to unauthorized use and/or modification of any equipment, components, software, or accessories by any user, or their use on or with any explosive or incendiary materials, or (3) claims or damages associated with any non-Varian design, manufacture, or installation of any product or any custom design, manufacture, or installation by Varian that is performed pursuant to Customer's specifications, designs, or plans. This Section states each party's entire liability for bodily injury.

12. LIMITATIONS OF LIABILITY

IN NO EVENT SHALL VARIAN OR ITS SUPPLIERS OR LICENSORS OR CUSTOMER BE LIABLE UNDER CONTRACT, TORT, OR ANY OTHER LEGAL THEORY FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR SPECIAL LOSSES OR DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOST BUSINESS, LOST PROFITS, LOSS OF USE, OR LOSS OF OR DAMAGE TO DATA, HOWEVER CAUSED, WHETHER FORESEEABLE OR NOT, EVEN IF THE OTHER PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. VARIAN AND ITS SUPPLIERS AND LICENSORS' AND CUSTOMER'S TOTAL LIABILITY IN DAMAGES OR OTHERWISE SHALL NOT EXCEED THE TOTAL AMOUNTS PAID OR PAYABLE UNDER THE AGREEMENT. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE PARTIES ACKNOWLEDGE THAT THESE LIMITATIONS OF LIABILITY ARE MATERIAL PARTS OF THE BARGAIN BETWEEN THE PARTIES AND THAT PRICES FOR THE PRODUCTS WOULD BE HIGHER WITHOUT THEM. (1) Liability to third parties for bodily injury, including death, resulting from Varian Hardware or Varian Software or its use, (2) liability for breach of confidentiality, and (3) obligations related to intellectual property shall not be affected by the liability limitations stated above in this Section.

13. Export Compliance

Customer acknowledges and agrees that the Products and related technology subject to this Agreement are subject to the export control laws and regulations of the United States, European Union, and Switzerland, and Customer agrees to comply with such laws and regulations. Customer agrees that it shall use its best efforts to ensure that the Products and related technology are not (1) sold, transferred or diverted to any U.S. or E.U. sanctioned or embargoed country (including, but not limited to, Cuba, Iran, Sudan and Syria), unless authorized by U.S. export license or regulation; (2) sold, transferred, or diverted to any person, firm, or other entity listed in the U.S. Department of Commerce Denied Persons List or Entity List, the U.S. Department of Treasury's Specially Designated Nationals List, the U.S. Department of State's Debarred Parties listing, or any E.U. or local country listing of sanctioned persons; (3) sold, transferred, or diverted to any nuclear weapons,

nuclear power, nuclear research, chemical/biological weapons, or missile/rocket technology end-user or end-use; or (4) sold, transferred, or diverted in violation of any other applicable import/export laws, regulations, licenses, or government orders. Customer shall promptly advise Varian in writing of any known or suspected sale, transfer, or diversion in violation of the foregoing. Customer understands that Varian's performance under this Agreement is subject to Varian's receipt of all necessary licenses, permits, or approval from all relevant governments or their agencies for the import or export of the Products and that Varian shall be free from all liabilities for deficient performance under this Agreement if such deficiency is caused by the non-receipt or late receipt of such licenses, permits, or approval. The obligations of this Section as to these laws shall survive any termination of this Agreement.

14. Force Majeure

Neither party shall be liable for any delay in performance which is due to causes beyond its control. Performance shall be deemed suspended during the event causing such delay plus a reasonable period of time after such event, and the other party shall accept such delayed performance. Either party may terminate any Quotations not yet completed if such performance is delayed more than thirty (30) days under this Section.

15. Disputes, Mediation, Arbitration, and Applicable Law

The parties shall endeavor to settle any dispute arising out of this Agreement, except those pertaining to intellectual property issues, by mediation under the Mediation Rules of the American Arbitration Association ("AAA"). The parties will attempt to agree on a mediator. Failing such agreement, the mediator will be appointed by the AAA Vice President in charge of Mediation. Any dispute arising out of or relating to this Agreement, including the breach, termination, or validity thereof, which has not been resolved by mediation as provided herein within thirty (30) days after appointment of a mediator or such time period as the parties may otherwise agree, shall be finally resolved by binding arbitration in accordance with the AAA Commercial Rules, by three (3) independent and impartial arbitrators, all of whom shall be appointed by AAA, provided, however, that if one party fails to participate in the mediation as agreed in this Section, the other party can commence arbitration prior to the expiration of the time periods set forth above. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§1 et seq., and judgment upon the award rendered by the arbitrators may be entered by any court having jurisdiction thereof. The place of arbitration shall be Palo Alto, California. The governing law of the substance of this Agreement shall be the commercial law of the state of California, and the United Nations Convention for the International Sale of Goods shall not apply. The procedural law shall be the law of the place where arbitration is conducted. Arbitral proceedings shall be conducted in English. The arbitration tribunal shall not award punitive damages. The expenses of the arbitration, including the arbitrator's fees, expert witness fees, and attorney's fees, may be apportioned between the parties in any manner deemed appropriate by the arbitrator; however, in the absence of any formal ruling by the arbitrator each party shall share equally in the payment of the arbitrator's fees and bear its own costs, expert witness fees, and attorney's fees. The arbitration award shall be final and binding, shall be the sole and exclusive remedy regarding any and all claims and counterclaims presented, and may not be reviewed by or appealed to any court except for enforcement. Nothing in this Agreement shall prohibit either party from seeking to prevent any unauthorized copying, disclosure, use, retention, or distribution of its Confidential Information or intellectual or other property by injunctive relief or otherwise in a court of law. Varian shall have the exclusive right to bring legal action for failure to pay for Products or Services furnished in the courts of Varian's corporate domicile or any other place.

16. Limitation of Claims

No claims, regardless of form, arising out of, or in any way connected with this Agreement or the Products or Services may be brought by Customer more than one year after the cause of action has accrued or performance under this Agreement has been completed or terminated, whichever is earlier.

17. Notices

Any notices required or permitted to be given pursuant to this Agreement shall be in writing, delivered (1) in person, (2) by international courier, (3) by first class certified mail, return receipt requested, or its international equivalent, or (4) by facsimile with confirmation of delivery and an extra copy mailed. All such notices shall be addressed to Varian at Legal Department, Varian Medical Systems, Inc., 3100 Hansen Way, M/S E-250, Palo Alto, CA 94304, fax 650-424-5998, and to Customer at the address and/or fax numbers set forth in the Quotation or to such other address as may be specified from time to time by notice in writing to the other party. Notice shall be deemed to have been given when received.

18. Headings

Headings used in this Agreement are for ease of reference only and will not be used to interpret any part of this Agreement.

19. Entire Agreement, Amendments, Illegality, and Priority of Documents

This Agreement contains the complete and exclusive statement of the terms of agreement of the parties with respect to this subject matter, and supersedes all prior and contemporaneous understandings, representations, and warranties, written and oral. This Agreement may be amended or modified only in a writing signed by both parties. If a court or arbitrator holds any part of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity or enforceability of the remaining provisions, or portions of them, will not be affected, and such provisions will be changed and interpreted so as to best accomplish the objectives of such provisions within the limits of applicable law or court decisions. In the event of a conflict, the documents shall be interpreted to give priority in the following order: (1) amendments or addenda to this Agreement, if any, with highest priority given to the most recent amendment or addendum, (2) Quotation, and (3) Terms and Conditions of Sale.

20. Waiver

No term or provision of this Agreement shall be deemed waived by either party, and no breach excused by either party, unless the waiver or consent shall be in writing signed by an authorized representative of the party granting such waiver or consent.

21. Assignment

Except as to rigging, neither party may assign its rights nor delegate its duties under this Agreement without the written consent of the other, and any attempted assignment without such consent will be void. However, either party may assign or otherwise transfer its rights or delegate its duties under this Agreement, in whole or in part and subject to the terms of this Agreement, to a subsidiary or affiliate, or a purchaser or transferee of substantially all of the assets used by such party in its business to which this Agreement relates or in the event of a merger, acquisition, corporate restructuring, or change in control upon written notice to the other party.

22. Relationship of the Parties

This Agreement does not create a relationship such as a partnership, franchise, joint venture, agency, master/servant, or employment relationship. Neither party may act in a manner, which expresses or implies a relationship other than that of independent contractor, nor bind the other party.

23. Counterparts

This Agreement may be executed in two counterparts, each of which will be an original and together which will constitute one and the same instrument.

24. Sales to United States Government Agencies

Varian Products that are sold or distributed by Varian to an agency of the United States government (the "Government") shall be subject to the Government's rights in commercial items and commercial software.

HARDWARE SECTION

(Formerly Form RAD 9905 OS Schedule and Form RAD 9906 BT Schedule)

This Hardware Section applies to all Hardware Products provided by Varian to the Customer under this Agreement.

1. Transportation and Risk of Loss

All shipments are per the Incoterms (Incoterms 2010) set forth in the Quotation with Varian selecting the transportation company. Title shall pass at the same time that risk of loss shifts. Unless otherwise expressly agreed in writing, Varian will ship linear accelerator, simulator Products, and any other Products that Varian determines such transportation is advisable, as well as any other items that it determines would be efficiently transported by inclusion with such Products, to Customer's site in "air ride" vans, and Varian shall insure to full value of Products shipped at Customer's expense or shall declare full value of the Products to the transportation company at time of shipment. Within three (3) days of delivery, Customer shall examine fully the packaging of the Product delivered for damage and make all applicable complaints and claims arising out of such delivery to the carrier in writing, and shall provide a copy to Varian.

2. Bill and Hold

This Section shall apply only to linear accelerators, simulators, and HDR BrachyTherapy afterloaders. If shipment is delayed due to unavailability of Customer facilities or any other cause, Customer may request and authorize Varian to hold the Product(s) in storage upon completion of manufacturing. Varian shall invoice Customer for, and Customer shall pay, eighty percent (80%) of the purchase price for such Product(s), which shall include any down payments or deposits. Varian will select a suitable storage facility and pay for the costs of storage and insurance for up to ninety (90) days. Title to the Product(s) shall pass when the Product(s) are placed into storage. The Product(s) shall be insured in Customer's name. If Customer has not requested shipment of the Product(s) within such ninety (90)-day period, then Varian shall ship the Product(s) to the site designated in the applicable Quotation(s). When storage is required, the provisions of this Section shall prevail over any inconsistent provisions of this Agreement.

3. Architecture

Varian will have no approval or other responsibility for any matter affecting or related to the adequacy of Customer's operating permit, architectural design, the radiation protection walls and barriers, patient viewing devices, compliance with all facility personnel safety devices and related inspections, utility service design and location, and other details pertaining to Customer's site. Customer may purchase architectural and construction services, if available, under a separate agreement with Varian's Site Solutions group.

4. Installation

A linear accelerator is delivered in three (3) or four (4) separate sections which Varian will assemble in Customer's vault. Varian also will provide standard installation of the pieces and final positioning for the linear accelerator and setting. Customer will be responsible for the grouting of the subbase frame and the connection of such Products to the utilities and for any non-standard installation services (such as the shoring of floors, the widening of doorways, and second floor delivery), and Varian will notify Customer approximately ninety (90) days prior to scheduled Products shipment to allow Customer to provide for and coordinate such services. Except as otherwise agreed by the parties, Customer will be responsible for having the building, utilities, lighting, ventilation, air conditioning, mounting facilities, all necessary radiation shielding, and access to the room completed on the estimated delivery date and ready for installation of the Products. Upon agreement of the parties Varian may review quotes from and pay the subcontractor directly for connection to utilities, power, air, and grouting of the base frame. Where Varian is installing a Product for Customer, Customer will reimburse Varian at Varian's standard service rates for any extra time and/or

travel by Varian made necessary by any delays not caused by Varian. Varian shall have no obligation to operate Products to complete installation or testing unless Customer has provided adequate radiation shielding protection and other site preparations for the safety and protection of Customer's and Varian's personnel and Products. Upon completion of installation, Varian's representatives will demonstrate proper Product operation by performing the applicable Varian Customer Acceptance Procedure ("VCAP"). Customer shall provide a representative who shall be present at all times during installation (including interfaces) and be capable of assisting where necessary or waiving installation of interfaces to the extent that Customer has decided not to install products requiring such interfaces. When no representative is present or assistance from Customer is not available when required by Varian, Varian may discontinue installation and shall charge Customer for any additional costs incurred including Varian's standard service rates. If union action or influence requires union labor to complete any installation of Products, then such installation shall be completed at Customer's expense under the engineering supervision of Varian.

5. Acceptance of Hardware Product

For Non-Varian Hardware Varian shall invoice when such Product is shipped. For Varian Hardware, acceptance shall occur upon the earlier of (1) Customer's execution of Varian's acceptance form, which is the final step in the VCAP for each Product, (2) completion of the applicable VCAP, (3) use of any such Product by Customer, its agents, employees, or licensees, for any purpose other than testing after its receipt, or (4) six months after delivery of the Product. Prior to acceptance Varian may repair or, at its option, replace defective or nonconforming parts after receipt of notice of defect or nonconformity. After acceptance Customer's remedies shall be solely as provided in the warranty. After six (6) months after delivery of the Product Varian shall no longer be required to provide installation services.

6. Calibration and Radiation Surveys

For linear accelerator and simulator Products and treatment planning software, Customer shall be responsible for all Product calibration. For non-BrachyTherapy products the dose rate and integrated dose measured by the accelerator transmission ionization chamber and dosimetry electronics must be calibrated by a qualified radiological physicist prior to use of the Product for patient treatment. For BrachyTherapy products, the radioactive source must be calibrated by a qualified radiological physicist prior to use of the Product for patient treatment. Customer shall be responsible for testing and calibrating the Product on a regular basis. Customer also shall be responsible for any radiation surveys required by applicable law or regulation or necessary to establish that radiation does not exceed safe levels. For simulator and BrachyTherapy Products, Varian's obligation to calibrate shall be limited to that required by local law. In the United States calibration shall be limited to those certified components that are required under 21 C.F.R. 1020.30(d) (U.S. Code of Federal Regulations) to be calibrated by the installer where Varian is the installer. Customer shall be responsible for all other calibrations of simulator Products.

7. Warranty

- 7.1. **Warranty for Varian Hardware.** Unless otherwise provided in this Agreement or the Quotation, Varian warrants that Varian Hardware and any Firmware and Operating System loaded on such Varian Hardware, except where such Firmware or Operating System is owned by a third party which licenses it directly to Customer, to be free from defects in material and workmanship and in substantial compliance with operational features of Varian's published specifications for the applicable Product at the time of sale ("Specifications"). This warranty shall begin upon completion of installation and continue for a period of one year from such date, but not to exceed two (2) years from date of shipment from Varian to Customer. In lieu of the foregoing periods, specific components of Varian Hardware may have different warranty periods, prorated replacement credits, and return policies, as stated on the applicable Varian warranty forms supplied by Varian to Customer with this Agreement. Weights and dimensions in the Specifications are approximations. Clerical and typographical errors are subject to correction. Occasionally, upon agreement of the parties, Varian may substitute remanufactured parts and components that meet the same quality standards as new materials and are covered by the same warranty. Parts for which Varian has provided replacements shall, at Varian's option, become the property of Varian.
- 7.2. **Parts Warranty.** Varian warrants parts to be free from defects in material and workmanship for a period of the greater of ninety (90) days from the date of shipment to Customer or, if applicable, the unexpired portion of the original warranty period for the Product. All warranty repair or replacement of parts shall be limited to product malfunctions which are, as determined by Varian, due and traceable to defects in original material and workmanship. Components that carry separate warranties based upon use are not covered by this warranty. Parts that are expendable in normal use and service are not covered by this warranty. Parts for third party products, such as computer hardware provided with software products, are not covered by this warranty, except when applicable option has been purchased. Unused parts returned to Varian are subject to a restocking fee of fifteen percent (15%), and, if applicable, an additional retesting fee.
- 7.3. **Disclaimer for Parts Not Supplied by Varian.** If Customer requests Varian to install parts not purchased from Varian, then: (i) Varian reserves the discretionary right to refuse to install any part; (ii) if Varian agrees to install the part, no warranty, expressed or implied, is provided for the part or installation Services, nor does installation by Varian imply that Varian certifies such part or vendor from whom such part is obtained; (iii) labor to install the part will be provided on an hourly basis as set forth in Form MGM 1582 (Labor Rates and Working Hours); and (iv) if additional damage is caused by such part, Varian assumes no responsibility for such damage. If the Varian Product is under any level Varian Service agreement, Varian will not be obligated to repair such damage under such Service agreement, and such repairs will be performed under Form MGM 1582.
- 7.4. **Warranty Remedies.** Customer's sole and exclusive remedy for any failure of Varian Hardware or Firmware or Operating System under this Section to perform shall be repair or, at Varian's option, replacement of such defective Products in whole or in part during Varian's normal business hours. If in Varian's sole opinion such repair or replacement is not feasible, or if such remedy fails of its essential purpose, Varian shall refund or credit a portion of any sums paid by Customer for the defective Product less reasonable depreciation. In-warranty repair or replacement parts are warranted only for the unexpired portion of the original warranty period.

SOFTWARE SECTION

(Formerly Form RAD 2750 Software Schedule)

This Software Section shall apply to all Varian Software licensed by Varian to Customer under this Agreement, excluding Firmware and Operating Systems, which are shall be governed by General Terms, Section 6 (Firmware and Operating Systems) and Hardware Section, Section 7 (Warranty).

1. Additional Definitions

- 1.1. "Access" means use of Software Products installed on a workstation or use at a workstation through remote connection to a server via a single Local Area Network ("LAN") or a single Wide Area Network ("WAN"), but not from outside the designated LAN or WAN, except that remote administrative viewing of certain designated Software Products installed on a server will not be outside the scope of the permitted use.
- 1.2. "Documentation" means the user manual for Software Products which describes the software and provides information specific to that Software Product.

2. License Grant

Subject to and for so long as Customer is in compliance with the terms and conditions of this Agreement, Varian grants to Customer a limited, personal, non-exclusive, non-transferable (subject to General Terms Section 21 [Assignment]) license for:

- (a) server modules of Software Products, as follows:
 - (i) for server components of a server module of a Software Product, to install and use a single copy of the object code version of such server module on a single server (or single database server and single imaging server for imaging applications) and to Access the server modules from a workstation; and
 - (ii) for workstation components of a server module of a Software Product, if any, to install and use copies of the object code version of such workstation components on such workstations as necessary;
- (b) workstation applications of Software Products, as follows:
 - (i) for a workstation application of a Software Product intended for installation on a workstation for which no license manager is used or for which a fixed license manager is used, to install and use the object code version of such workstation application on the number of workstations for which licenses have been purchased;
 - (ii) for a workstation application of a Software Product pre-installed by Varian on a workstation (such as a console) prior to its delivery to Customer, to use the object code version of such workstation application on the workstation on which such application is installed;
 - (iii) for a workstation application of a Software Product intended for a floating license, to install the object code version of such workstation application on any number of workstations and to permit concurrent users up to the number of licenses purchased to use such workstation application; and
 - (iv) for a workstation application of a Software Product intended for a site license, to install and use the object code version of such workstation application on any number of workstations at the Customer site(s) identified in the Quotation as to such Software Product; and
- (c) to copy the Software Products for back up and archival purposes only, except to the extent that such restriction on copying is void under applicable law; and
- (d) to use (but not make copies of) the Documentation to assist in Customer's use of the Software Products pursuant to the terms of this Agreement except that Customer may make an electronic copy on each workstation of the Documentation applicable to the Software Products installed or used on such workstation.

Each such license shall be valid until termination under this Agreement or expiration. Software Products may be licensed as server modules or as workstation applications as may be indicated in the applicable Quotation or Documentation. Unless otherwise indicated, Maintenance Releases, Mandatory Safety Releases, Upgrades, and Purchase Options (as defined in the Datasheet) are hereby licensed in the same way that their underlying Products are licensed under this Section. Customer shall not be entitled to receive or use any source code of the Software Products under this Agreement except as otherwise stated in this Agreement. Varian shall have the right to conduct and/or direct an independent accounting firm to conduct, during normal business hours, an audit of the appropriate records of Customer to verify Customer's compliance with the licenses granted under this Software Section.

3. Title

Title to all copies of the Software Products and Documentation will remain in Varian or its licensors. No license, right, title, or interest in the Software Products or Documentation, or any intellectual property of Varian or any Varian third party licensor, is granted to Customer except as expressly granted in this Software Section.

4. Integration

Customer acknowledges that the import of data into and the export of data out of certain Software Products require an interface between the Software Products and external programs or information systems, whether such programs or information systems are supplied by Varian or a third party.

5. Acceptance

Where Varian will be installing the Software Product, Customer will make its site available to Varian personnel to install the Software Product no later than thirty (30) days after delivery of the applicable Software Product to Customer. Customer shall provide a representative who shall be present at all times during installation (including interfaces) and be capable of assisting where necessary or waiving installation of interfaces to the extent that Customer has decided not to install products requiring such interfaces. When no representative is present or assistance from Customer is not available when required by Varian, Varian may discontinue installation and shall charge Customer for any additional costs incurred including Varian's standard service rates. Customer will have thirty (30) days from the installation date, or where Customer will perform the installation, thirty (30) days from delivery of the Software Product, to review the Software Product. Customer may reject Software Product only if it does not substantially conform to the Documentation. Customer's rejection must be in writing, must describe the nonconformity in detail, and must be provided to Varian within such thirty (30)-day period. Varian will have a reasonable period of time in which to correct or provide a workaround for any such nonconformity. Customer will be deemed to have accepted the Software Product after thirty (30) days from the installation date or delivery date, as applicable, unless Varian has received written notice of rejection within the thirty (30)-day period. Notwithstanding the foregoing, Customer's productive use of the Software Product in Customer's business will be deemed to be acceptance of the Software Product.

6. Support and Warranties

6.1. Support in Lieu of Warranty & Limited Warranty.

Varian agrees as follows:

- (a) for Software Products licensed to Customer for the first time, as opposed to expansions of pre-existing configurations, in lieu of any warranty Varian will provide Customer with technical support Services for a period of one year from the date of installation of the Software Product by Varian (or the date of delivery where the Software Product will be installed by Customer), or such other period set forth in the Quotation, under the terms of the Datasheet and Support Section, at no additional charge to Customer;
- (b) for Software Products licensed to Customer that adds a module to, upgrades, or increases the number of licenses purchased under a pre-existing configuration
 - (i) for which the Support Section of a service agreement, or a service agreement is then in effect between Customer and Varian and is not scheduled to expire within thirty (30) days of the execution of this Agreement, upon expiration of the applicable warranty period for such additional licenses, Varian will provide Customer with technical support Services for the balance of the then-current one-year support period, at a pro-rated charge that will be calculated and invoiced based on the number of months remaining until the anniversary (or renewal) date for support on the pre-existing configuration, to Customer under the terms of the Datasheet, Support Section, or agreement for such pre-existing configuration; and
 - (ii) for which Support Section of a service agreement, or a service agreement is then in effect between Customer and Varian but is scheduled to expire within thirty (30) days of the execution of this Agreement or for which no Support Section or service agreement is then in effect between Customer and Varian, excluding BrachyTherapy products, Varian warrants, for a period of thirty (30) days from the date of installation of the Varian Software by Varian (or the date of delivery where the Varian Software will be installed by Customer), that the Software Product, will, when used in accordance with the Documentation, substantially conform to the Documentation. Where Customer reports a nonconformity to Varian during the warranty period, Varian will provide workarounds, patches, bug fixes, or other corrections or will replace the affected Software Products, at Varian's option, and such remedy will be Customer's sole and exclusive remedy for breach of this warranty. If in Varian's sole and exclusive opinion any such workaround, patch, bug fix, correction, or replacement is not commercially reasonable, or if any such remedy fails of its essential purpose, Varian shall negotiate with Customer with respect to a refund of any equitable portion of any sums paid by Customer for the affected Software Products.

Varian's provision of Mandatory Safety Releases, Maintenance Releases, and, if applicable, Upgrade Releases, under the warranty or support in lieu of warranty in this Section and pursuant to the Datasheet and/or the Support Section shall not extend the original period for such warranty or support.

6.2. Disclaimer.

EXCEPT AS PROVIDED IN THIS AGREEMENT, VARIAN DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS, AND CONDITIONS (EITHER IN FACT OR BY OPERATION OF LAW) INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. VARIAN MAKES NO WARRANTY THAT THE OPERATION OF ANY SOFTWARE PRODUCT WILL BE UNINTERRUPTED OR ERROR FREE. THE EXCLUSIVE REMEDY FOR INFRINGEMENT OF THIRD PARTY RIGHTS IS SET FORTH IN GENERAL TERMS, SECTION 10 (Intellectual Property Infringement).

6.3. Limitations.

Except as specifically stated in the Documentation, Varian does not make any representations or warranty regarding the compatibility of the Software Products with software or hardware not supplied by Varian. Varian will in its sole and exclusive discretion, use reasonable efforts to assist Customer with the use of Software Products with third party products. Such assistance is limited to telephone and service support regarding compatibility or interface questions. Varian does not make any representation or warranty

regarding the clinical use of the Software Products and/or Varian beam data by Customer for the treatment of patients in performing any medical procedure. Customer acknowledges that the Software Products and Varian beam data are tools to assist Customer to determine the proper course of treatment that may be needed by a particular patient, and Customer assumes all risks associated with such treatment. Import, export, or distribution of any data or information Customer may develop or use in cooperation with the Software Products ("Data Related Activities") is Customer's sole responsibility, and Customer agrees to defend, indemnify, and hold Varian harmless from any and all claims by Customer and/or third parties, regardless of the nature of such claims, arising either directly or indirectly out of Data Related Activities. The foregoing sentence shall not be construed to limit Varian's obligation to provide warranty, work or support under Section 6.1.

7. [Intentionally Omitted. Formerly Government Rights. Now covered in General Terms, new Section 24.]

PROFESSIONAL SERVICES SECTION

(Formerly Form RAD 10080 Professional Services Schedule)

This Professional Services Section shall apply only to development of interfaces for Varian medical oncology software installation and any customized services provided under an SOW.

1. Additional Definitions

- 1.1. "Change Order" shall mean any proposed change to the SOW requested by Customer and agreed to in writing by Varian.
- 1.2. "Professional Services" shall mean the services identified in each individual SOW, including, but not be limited to, analysis and performance of integration of Varian's standard software applications with Customer's information systems and business practices, development of interfaces between Varian's standard software applications and Customer's computer systems, customized training, and other services available from Varian.
- 1.3. "Schedule" shall mean any timetable or milestones for the Professional Services that is set forth in the SOW.
- 1.4. "SOW" shall mean a statement of work or work order agreement, either in the Quotation or as separately agreed upon by the Parties describing the Professional Services to be performed by Varian for Customer.

2. Term

The term for the Professional Services portion of this Agreement shall be from the signing of this Agreement until completion of the Professional Services or termination.

3. Professional Services

- 3.1. **Generally.** In consideration of Customer's timely payment, Varian shall perform the Professional Services set forth in each SOW attached to or referencing this Agreement.
- 3.2. **Software.** Where Varian provides Customer with other software under an SOW to this Professional Services Section, including but not limited to interface engines and interfaces, then such software shall be governed by the Software Section. The interface engine, interface, or other software will be licensed under the Software Section in the same manner as the underlying application software which requires such interface engine, interface, or other software.
- 3.3. **Actual and Potential Delays.** Varian shall use commercially reasonable efforts to perform the Professional Services according to the Schedule. Whenever any event delays or threatens the timely performance of the Professional Services, Varian will make commercially reasonable efforts to notify Customer of such event and furnish all relevant details. If Varian is unable to meet the Schedule for any Professional Services, Varian and Customer shall meet in good faith to discuss possible solutions including revising the Schedule at no additional cost to Customer, provided that such revision does not add new Professional Services to the SOW.
- 3.4. [Intentionally Omitted. Formerly Customer Hours, Holidays, and Site Rules. Now covered in Datasheet.]
- 3.5. [Intentionally Omitted. Formerly Office Space, Services, and Equipment. Now covered in Datasheet.]
- 3.6. **Exclusions from Professional Services.** Except to the extent expressly set forth in an SOW, Professional Services shall not include, and Varian will have no approval or other responsibility for, any matter affecting or related to the adequacy of Customer's operating permit, architectural design, the radiation protection walls and barriers, patient viewing devices, compliance with all facility personnel safety devices and related inspections, utility service design and location, Customer's obligations to comply with applicable laws, and other details pertaining to Customer's site.

4. Rates, Expenses, Invoices, and Payment

4.1. Rates.

- 4.1.1. **Time and Materials Rates:** Varian shall bill Customer for Professional Services at the time and materials rates set forth in the applicable Quotation or, if no rate is set forth in the Quotation, at Varian's then-current standard rates for such Professional Services. Varian shall bill for actual time expended and materials used in providing the Professional Services, and any preliminary estimate of time and materials provided by Varian to Customer for the Professional Services is for budgetary purposes only and shall not be binding on either party. Varian's standard work day is eight (8) hours. Varian shall bill Customer in units of billable hours, with minimum billable increments of eight (8) hours for Professional Services being performed at Customer's site or one

hour for Professional Services being provided off-site. Where Varian can perform any portion of the Professional Services remotely rather than on Customer's site, Varian shall bill for such off-site Professional Services in accordance with the terms of this Agreement as if such Professional Services were performed at Customer's site.

- 4.1.2. **Firm Fixed Price Rates.** Varian may also provide Customer with some pre-packaged Professional Services or other specially negotiated Professional Services on a firm fixed price basis, provided that such Professional Services will be clearly identified as being offered on a fixed price basis. Where the parties agree upon a firm fixed price, the Professional Services included within such price shall be limited to those specifically identified as being covered by such price, and Customer agrees to make payments according to the Schedule, including any applicable milestones. Where Professional Services are not expressly identified as being covered by a firm fixed price, they shall be provided on a time and materials basis.
- 4.2. **Expenses.** Varian shall submit a monthly time and expense summary to Customer by letter, fax, e-mail, or in person for the Professional Services performed during the prior month. Varian may bill Customer for its reasonable expenses, including, but not limited to, travel, lodging, and meals, required to perform the Professional Services for Customer.
- 4.3. **Invoices.** For Professional Services performed on a time and materials basis, Varian shall submit invoices to Customer for labor, materials, and expenses in providing the Professional Services in the immediately preceding month. For Professional Services performed on a firm fixed price basis, Varian shall submit invoices to Customer pursuant to the Schedule set forth in the SOW. Upon request by Customer, Varian shall provide receipts or other documentation supporting reimbursable expenses to Customer.
- 4.4. **Payment.** Except to the extent that a special payment arrangement has been agreed to by the parties in the Quotation or SOW, Customer shall pay each invoice within thirty (30) days from the date of the invoice.

5. Change Orders

If Customer desires a change to any SOW, then upon mutual agreement of the parties Varian shall issue a written Change Order in the form of a revised Quotation or revised SOW to Customer. If any Change Order causes a change to the cost of, the time required for, performance, or Schedule of the Professional Services, the appropriate modifications to the SOW shall be reflected in the Change Order.

6. Warranty

Varian warrants that its performance of the Professional Services will be performed in a professional and workman-like manner and substantially conform to the SOW. This warranty shall begin upon completion of the Professional Services and continue for a period of ninety (90) days from such date. In the event that Varian's performance of the Professional Services fails to conform to the SOW, Varian's sole obligation under this Agreement will be to promptly bring the Professional Services into conformity with the SOW at no additional cost to Customer. Where this is not possible, Varian shall be entitled to retain, and Customer shall be liable for payment of, a proportionate share of the total payments set forth in the SOW reflecting Varian's percentage of completion of the work in conformity with the SOW, and Varian shall grant Customer a refund of any additional compensation paid by Customer.

7. Insurance

During the terms of this Agreement Varian agrees to maintain at least the following insurance coverage and provide certificates of insurance evidencing such coverage to Customer upon request:

- 7.1. **Commercial General Liability** – including products/completed operations, broad form property damage, contractor's protective liability, blanket contractual, advertising injury, and personal injury liability. Minimum limits – \$1,000,000 per occurrence and \$2,000,000 general aggregate.
- 7.2. **Business Auto Liability** – including coverage for all owned, non-owned, and hired vehicles. Minimum limits -- \$500,000 combined single limit per accident for bodily injury and property damage.
- 7.3. **Worker's Compensation Insurance and Employer's Liability Insurance** – including a waiver of subrogation on behalf of Customer, its shareholders, employees, and agents. Minimum limits – statutory limits and \$500,000 employer's liability applicable in jurisdictions of contract performance.

8. Intellectual Property

Except as expressly stated in this Agreement or an SOW, neither party is granted any right, title, or interest in the pre-existing intellectual property of the other. With the exception of any data created for Customer, Varian shall own all right, title, and interest in all inventions and discoveries newly developed in performing the Professional Services.

SUPPORT SECTION

(Formerly Form MGM 1580 Support Schedule)

This Support Section applies to all initial warranty and support for the Varian Products provided by Varian to the Customer under this Agreement, as well as support services agreed to by the parties for periods after such initial warranty or support.

1. **[Intentionally Omitted. Formerly Additional Definitions. This information now resides in the Datasheet accompanying the quotation.]**
2. **[Intentionally Omitted. Formerly Invoicing and Additional Payment Terms, now covered in General Terms Section 3 (Payment).]**
3. **[Intentionally Omitted. Formerly Mandatory Safety Releases. Now covered in Datasheet.]**

4. [Intentionally Omitted. Formerly Maintenance Releases. Now covered in Datasheet.]
5. [Intentionally Omitted. Formerly Upgrade Releases and Purchase Options. Now covered in Datasheet.]
6. [Intentionally Omitted. Formerly Telephone Support. Now covered in Datasheet.]
7. [Intentionally Omitted. Formerly Remote Diagnostic and Remedial Support. Now covered in Datasheet.]
8. [Intentionally Omitted. Formerly On Site Support. Now covered in Datasheet.]
9. [Intentionally Omitted. Formerly Periodic Maintenance Inspections. Now covered in Datasheet.]
10. [Intentionally Omitted. Formerly Severity Levels and Response Times. Now covered in Datasheet.]
11. [Intentionally Omitted. Formerly Training. Now covered in Datasheet.]

12. Customer Responsibilities

- 12.1. **Authorized Representatives.** Customer shall request Varian Services on a time and materials basis and order parts only through its authorized representatives and will provide a list of such authorized personnel upon request by Varian.
- 12.2. **Access to Premises.** Customer shall provide Varian with sufficient access to the Covered Products and Customer's premises and personnel to perform its obligations and to install all Mandatory Safety Releases, including access for both remote diagnostics and onsite Services.
- 12.3. **Qualified Operator and Equipment.** Customer shall arrange for a qualified operator to be present, when, in the opinion of the Varian Customer Support Representative, the situation requires two (2) persons for safety. To fulfill its Service responsibility, Varian will supply normal hand tools, test equipment, and other specialized fixtures. Customer shall provide other assistance and equipment reasonably required to perform Service responsibilities.

13. [Intentionally Omitted. Formerly Failure to Maintain. Now covered in General Terms, Section 4.2.3 (Cancellations, Modifications, and Termination).]

14. [Intentionally Omitted. Formerly Parts. 14.1-14.3 are now covered in Datasheet. 14.4 and 14.5 are now covered in Hardware Section, Section 7 (Warranty).]

15. Software Provided Pursuant to Services

Any firmware and operating systems provided by Varian pursuant to Services is provided pursuant to General Terms, Section 6 ("Firmware and Operating Systems"), and any Varian Software provided pursuant to Services is provided pursuant to the terms set forth in the Software Section; provided, however, that Varian's provision of such software shall not extend existing warranty periods, if any, nor create any new ones.

16. Limitations and Exclusions. [Former last two paragraphs regarding system requirements and delays are now covered in Datasheet.]

Exclusions from Services. The Services provided shall be limited to support of Covered Products. Products not covered include without limitation Customer's network, any hardware upon which a software Covered Product is loaded, any interfaces between Covered Products and other products (other than interfaces between Varian Products), and any products with which the Covered Products interface; however, these restrictions shall not apply to the extent that such network, hardware, interfaces, or products are included as Covered Products. In addition, Varian shall not be required to provide Services for any Products if, in Varian's reasonable opinion, they are required because of Customer's failure to install Mandatory Safety Releases or Maintenance Releases made available to Customer or because of causes other than defects or errors in the Covered Products.

Varian shall not be required to render Services at locations other than the Customer site(s) listed in the Quotation.

17. [Intentionally Omitted. Formerly Termination. Now covered in General Terms, Section 4.2.1 (Cancellations, Modifications, and Termination).]



Service Support Datasheet

Form RAD 10203 12/11

1. Definitions

- 1.1. "Covered Product" means a Varian Product for which the parties have agreed in writing to provide Services under warranty or service agreement.
- 1.2. "Maintenance Releases" means bug fixes, patches, and other error corrections to a software Covered Product designed to enable the software to conform to its documentation and that are made generally available by Varian at no additional cost to the licensees of such Covered Product.
- 1.3. "Mandatory Safety Release" means updates, error corrections, or modifications to a Software Product that Varian will require licensees of such Product to install and that are made available by Varian at no additional cost to licensees of such Product.
- 1.4. "Purchase Options" means software applications or modules not included in the software Product or releases of the Software Product that include new features or functionality and that are released and marketed by Varian as Purchase Options.
- 1.5. "Upgrade Release" means upgrades, enhancements, and improvements to the features or functionality of Software Product that are released and marketed by Varian as Upgrade Releases.

The terms "Covered Product" and "Software Product" shall include all Maintenance Releases and Mandatory Safety Releases, as well as Purchase Options and Upgrade Releases, if any, licensed by Varian to Customer.

2. Mandatory Safety Releases

Varian shall provide Customer with and install Mandatory Safety Releases at no additional cost until the later of (1) the end of life of the Product specified in a notice by Varian, or (2) such later date as required by any regulatory agency.

3. Maintenance Releases

Varian shall provide Customer with and install Maintenance Releases for Covered Products at no additional cost. Varian may, at its election, install Maintenance releases remotely if applicable.

4. Upgrade Releases and Purchase Options

Varian shall offer Upgrade Releases and Purchase Options for Covered Products, along with associated installation and training, to Customer at the prices and upon the terms set forth in the Quotation.

5. Telephone Support

Varian shall provide telephone support Services for Covered at no additional cost through (1) help desk telephone support and (2) technical telephone support.

- 5.1. **Help Desk Telephone Support.** Varian shall provide application help desk support for Covered Products at no additional cost during standard hours.
- 5.2. **Technical Telephone Support.** Varian shall provide technical telephone support for Covered Products at no additional cost during standard hours.

6. Remote Diagnostic and Remedial Support

Where available and elected by Customer, Varian may provide diagnostic and remedial support Services for Covered Products remotely during standard hours through SmartConnect® technology or other remote access program at no additional cost.

7. On-Site Support

Where an issue cannot be resolved by telephone or remote support Services, Varian shall provide on-site support Services for Covered Products during standard hours at no additional cost. Where Varian can offer on-site support outside of Varian's standard hours and such support is requested by Customer during such hours, Customer agrees to pay for non-standard hours coverage at the hourly rates set forth in Form 1582 (Labor Rates and Working Hours); provided, however, that such after-hours coverage shall be at no additional cost to Customers who have purchased a non-standard hours coverage option as part of their Service agreement.

8. Periodic Maintenance Inspections

Varian shall provide Periodic Maintenance Inspections ("PMI's") for hardware Covered at mutually agreed upon times with the understanding that unless the parties make other arrangements, Customer shall be expected to give access to Varian to begin performing PMI's before 1:00 p.m. (local time) to enable the PMI's to be completed during standard hours. Where Varian can offer to perform PMI's outside of Varian's standard hours and Customer can give access to Varian to begin performing PMI's before 5:00 p.m. (local time),

Customer agrees to pay for non-standard hours PMI coverage at the hourly rates set forth in Form 1582 (Labor Rates and Working Hours); provided, however, that such after-hours PMI's shall be at no additional cost to Customers who have purchased a non-standard hours coverage option as part of their Service agreement.

9. Severity Levels and Response Times

"Severity Level 1" means an issue which prevents the performance of any mission critical program functions, and which cannot be circumvented or avoided on a temporary basis by Customer.

"Severity Level 2" means an issue which significantly impairs the performance of any mission critical program functions, and which cannot be circumvented or avoided on a temporary basis by Customer.

"Severity Level 3" means an issue which does not prevent or significantly impair the performance of any mission critical program functions, or where such prevention or impairment can be circumvented or avoided on a temporary basis by Customer.

"Severity Level 4" means a low impact issue or documentation issue.

Varian shall give preference to Customers with Covered Products. Varian shall respond to Severity Level 1 and 2 issues within thirty (30) minutes and Severity Level 3 and 4 issues by the next business day. Varian shall continue working Severity Level 1 and 2 issues until a solution or acceptable workaround is provided. For extended downtime of a Covered Product Varian's customer support manager shall notify Varian's senior service and sales management, including, when required, product and design engineers. Workarounds do not constitute a resolution of an issue but may result in the issue being reassigned to Severity Level 3. The permanent resolution of Severity Level 3 and Severity Level 4 issues may appear in future product releases. Varian issue resolution efforts may be suspended by agreement of Customer or during such period Customer assistance is required to continue effective work and is not available. Varian will provide contact persons to respond to the different severity level issues. Varian will notify Customer promptly if it is unable to resolve any issue.

10. Training and Professional Services – General Guidelines

10.1. Entitled Training.

- a. Classroom training must be attended at the nearest Varian education location, where the class is offered.
- b. The suitable delivery mode of "Associated Training" for an upgrade will be determined by Varian. This may include web based digital streaming media or Microsoft® Office Live Meeting.
- c. The standard mode of delivering training and training material will be via electronic media.

10.2. Purchased Classroom Training.

- a. Where applicable, travel allowance package that is purchased as part of the Service Level Agreement ("SLA"), is applicable only to the "Pre-packaged Training Credits" or the "Technical Maintenance Training." This package must be used within the contract period. No refunds are allowed for unused portions of this package. Travel and lodging must be booked via a Varian authorized travel agent and must comply with Varian's travel and lodging policy.
- b. A training event that is part of an SLA or purchased separately will be forfeited if it is scheduled and then cancelled by the Customer within two (2) weeks of the training event date. It cannot be reinstated or rescheduled, except when this training is associated with a software upgrade.
- c. Annual flex credits, purchased as a part of SLA, expire at the end of each SLA year, and unused credits do not roll over. Flex credits purchased separately expire after a year if unused. It is recommended to schedule Flex credit classes eight (8) to twelve (12) weeks in advance.

10.3. On-Site Training at Customer's Facility.

- a. Each day of on-site training or professional services is defined as eight (8) hours – between 8 a.m. to 5 p.m. local time, normal working days, excluding holidays. Time over eight (8) hours per day will be deducted from remaining balance of the on-site training entitlement.
- b. Varian employees and agents shall observe the statutory holiday schedules for both Varian and the Customer, and Customer's site rules while working on the Customer's premises. The Customer shall provide, in advance, a copy of the schedule and rules to Varian.
- c. On-site training or professional services requires that the equipment or software to be used for training is available and in good working order. Customer shall provide, at no cost to Varian, the use of office space, services and equipment (such as copiers, fax, machines, modems, and Internet access) as Varian reasonably requires to perform the training or professional services. The customer staff that is to be trained shall be available during the scheduled time of the training event.
- d. On-site training, when part of a Service Level Agreement, is in lieu of the "Associated Training" defined in the context of upgrades to the system, and it is not a separate or additional training entitlement. "On-site" applies to the mode of training being on-site as opposed to being delivered by other means, such as via digital media.

11. Parts

- 11.1. **Provision of Parts.** Varian shall provide to Customer all parts required in connection with Support Services for Covered Products at no additional cost. Parts provided pursuant to Services shall be included within the definition of "Products" for all purposes within Form 1652 except for the length of the warranty period. The Quotation may contain additional terms regarding parts depending on the support level selected by Customer. This section shall not cover parts ordered for spare or stock.
- 11.2. **Spare Parts Kit.** During the support period for a Covered Product, Customer shall maintain a spare-parts kit including all of the spare parts listed in the Varian standard spare parts list for such Covered Product.
- 11.3. **Parts Inventory.** Spare parts that the Customer has on hand shall be available to the Varian Customer Support Representative. If the Covered Product is under warranty or under a service agreement, the part will be replaced by Varian at no additional cost. If the Covered Product is not under warranty or under a service agreement, it is the responsibility of the Customer to replenish the spare parts stock.

12. Customer Responsibilities

Customer is responsible for purchasing any additional hardware, network capacity, or other system components required to operate any Upgrade Releases or Purchase Options. Varian shall not be required to provide or support any Upgrade Release or Purchase Option under warranty or an agreement to provide Services if Customer has not obtained the required hardware, network capacity, or other system components.

Varian shall have no responsibility or liability for delays caused by Customer.



ATTACHMENT D

**ATTACHMENT D
Capital Cost Form**

Project Name: Harris Regional – Linear Accelerator Replacement
Proponent: DLP Harris Regional Hospital, LLC

A. Site Costs				
(1) Full purchase price of land			N/A	
(2) Closing costs			N/A	
(3) Site Inspection and Survey		\$ _____		
(4) Legal fees and subsoil investigation		\$ _____		
(5) Site Preparation Costs				
(6) Other (Specify)		\$ _____		
(7) Sub-Total Site Costs				N/A
B. Construction Contract				
(8) Cost of Materials				
General Requirements	\$ _____			
Concrete/Masonry	\$ _____			
Woods/Doors & Windows/Finishes	\$ _____			
Thermal & Moisture Protection	\$ _____			
Equipment/Specialty Items	\$ _____			
Mechanical/Electrical	\$ _____			
Other (Specify)	\$ _____			
Sub-Total Cost of Materials		\$ _____		
(9) Cost of Labor		\$ _____		
(10) Other (Specify)		\$ _____		
(11) Sub-Total Construction Contract				\$2,120,000
C. Miscellaneous Project Costs				
(12) Building Purchase			N/A	
(13) Fixed Equipment Purchase/Lease		\$2,882,606		
(14) Movable Equipment Purchase/Lease		\$ _____		
(15) Furniture		\$ _____		
(16) Landscaping		\$ _____		
(17) Consultant Fees				
Architect and Engineering Fees	\$ _____			
Legal Fees	\$ _____	<\$5,000		
Market Analysis	\$ _____			
Other (Specify)	\$ _____			
Other (Specify)	\$ _____			
Sub-Total Consultant Fees		\$ _____		
(18) Financing Costs (e.g. Bond, Loan, etc.)		\$ _____		
(19) Interest During Construction		\$ _____		
(20) Other (Contingency)		\$742,000		
(21) Sub-Total Miscellaneous				\$3,624,606
(22) Total Capital Cost of Project (Sum A-C above)				\$5,744,611

**DLP Harris Regional Hospital, LLC
Sylva, NC
Harris Regional Cancer Center
Linear Accelerator Replacement**

PROJECT: Cancer Center - OPTION # 3 New Vault
 FACILITY: Harris Regional
 Date: 3/14/18

PRELIMINARY PROJECT BUDGET

CONSTRUCTION ESTIMATE:	SF Area	COST/ SF	TOTAL	NOTES
NEW ADDITION			\$1,400,000	New Vault addition
RENOVATION - HEAVY			\$270,000	CT Simm Renovation
RENOVATION - MODERATE			\$450,000	Renovate existing building
RENOVATION - LIGHT			\$0	
NEW FINISHES ONLY			\$0	
OTHER:			\$0	
		Sub Total	\$2,120,000	

SOFT COSTS 35% \$742,000
CONSTRUCTION TOTAL \$2,862,000

EQUIPMENT BUDGET:	EQUIPMENT TOTAL \$4,935,495	Not-White Prelim. Budget
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TOTAL PROJECT BUDGET \$7,797,495