



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

Pat McCrory
Governor

Aldona Z. Wos, M.D.
Ambassador (Ret.)
Secretary DHHS

Drexdal Pratt
Division Director

July 18, 2014

Alan Terry
Carolina Lithotripsy, LTD
2014 Litho Place
Fayetteville, NC 28304

Exempt from Review - Replacement Equipment

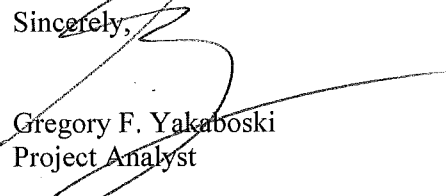
Facility: Carolina Lithotripsy, LTD
Project Description: Replace two (2) lithotripsy systems not including the mobile coaches
County: Eastern North Carolina


Dear Mr. Terry:

In response to your letter dated July 10, 2014 and received on July 14, 2014, the above referenced proposal is exempt from certificate of need review in accordance with N.C.G.S 131E-184(a)(7). Therefore, you may proceed to acquire, without a certificate of need, the two Siemens Medical lithotripter's, model MODULARIS Variostar to replace the existing Edap Technomed lithotripter's, model number Sonolith i-move, serial numbers SIMT 091 and SIMT 101. This determination is based on your representations that the existing unit will be removed from North Carolina and will not be used again in the State without first obtaining a certificate of need. Further please be advised that as soon as the replacement equipment is acquired, you must provide the CON Section and the Medical Facilities Planning Branch with the serial number of the new equipment to update the inventory, if not already provided.

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

Sincerely,


Gregory F. Yakuboski
Project Analyst


Martha J. Frisone, Interim Chief
Certificate of Need Section

cc: Medical Facilities Planning Branch, DHSR
Construction Section, DHSR



Certificate of Need Section

www.ncdhhs.gov

Telephone: 919-855-3873 • Fax: 919-733-8139

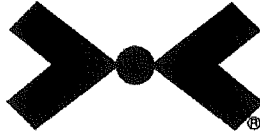
Location: Edgerton Building • 809 Ruggles Drive • Raleigh, NC 27603

Mailing Address: 2704 Mail Service Center • Raleigh, NC 27699-2704

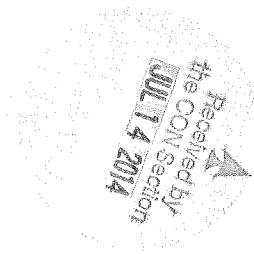
An Equal Opportunity/ Affirmative Action Employer



Carolina Lithotripsy, LTD.



July 10, 2014



Gregory F. Yakaboski, Project Analyst
Certificate of Need Section
Department of Health and Human Services
State of North Carolina
2704 Mail Service Center
Raleigh, NC 27609-2704

RE: Carolina Lithotripsy, Ltd. Replacement Equipment Request

Dear Mr. Yakaboski:

Carolina Lithotripsy has provided extracorporeal shock wave lithotripsy for the treatment of urinary stones since October of 1985. The service is presently provided at 22 acute care hospitals and/or surgery centers in eastern North Carolina by two mobile lithotripters.

Last September, we notified the Certificate of Need Section that we would be replacing our lithotripters as of the end of 2013. We received a confirmation letter dated October 7, 2013 giving approval for us to proceed. I have enclosed your letter for your reference. We purchased the two new lithotripters in December, 2013, and put them into service immediately.

We have been unhappy with the results of this equipment. Our patient success rates are not what we have historically experienced and, as a result, we are proposing to send the current equipment back to the manufacturer and purchase replacement equipment from Siemens Medical Systems. The current equipment will be de-installed and shipped out of state.

We have attached a completed Equipment Comparison Form, the Capital Cost Form, and the completed quote and purchase order for the new replacement equipment.

If you need further information, please contact us at our corporate office at 877-906-0826. We will be pleased to provide any further information and look forward to your approval.

Sincerely,

By: Dan A. Myers, M.D.
ESL, Inc.
Corporate General Partner

By: Alan Terry
ESL, Inc.
Corporate General Partner



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

Pat McCrory
Governor

Aldona Z. Wos, M.D.
Ambassador (Ret.)
Secretary DHHS

Drexdal Pratt
Division Director

October 7, 2013

Alan Terry
Carolina Lithotripsy, LTD
2014 Litho Place
Fayetteville, NC 28304

Exempt from Review - Replacement Equipment

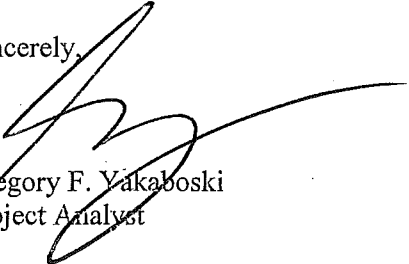
Facility: Mobile: Carolina Lithotripsy, LTD
Project Description: Replace two (2) lithotripsy systems not including the mobile coaches
County: Eastern North Carolina

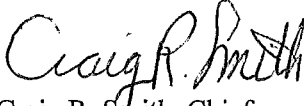
Dear Mr. Terry:

In response to your letter of September 27, 2013, the above referenced proposal is exempt from certificate of need review in accordance with N.C.G.S 131E-184(a)(7). Therefore, you may proceed to acquire, without a certificate of need, the two Edap Technomed lithotripter's, model number Sonolith i-move serial numbers SIMT 091 and SIMT 101 to replace the two existing Siemens Medical lithotripter's model number B132G serial numbers 01137 and 01139. This determination is based on your representations that the existing unit will be removed from North Carolina and will not be used again in the State without first obtaining a certificate of need. Further please be advised that as soon as the replacement equipment is acquired, you must provide the CON Section and the Medical Facilities Planning Section with the serial number of the new equipment to update the inventory, if not already provided.

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

Sincerely,


Gregory F. Yakaboski
Project Analyst


Craig R. Smith, Chief
Certificate of Need Section



Certificate of Need Section

www.ncdhhs.gov

Telephone: 919-855-3873 • Fax: 919-733-8139

Location: Edgerton Building • 809 Ruggles Drive • Raleigh, NC 27603

Mailing Address: 2704 Mail Service Center • Raleigh, NC 27699-2704

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EQUIPMENT COMPARISON

	EXISTING EQUIPMENT	REPLACEMENT EQUIPMENT
Type of Equipment (List Each Component)	Lithotripter	Lithotripter
Manufacturer of Equipment	Edap Technomed	Siemens Medical
Tesla Rating for MRIs	N/A	N/A
Model Number	Sonolith i-move	MODULARIS Variostar
Serial Number	SIMT 091 and SIMT 101	N / A
Provider's Method of Identifying Equipment	Site visits	Site visits
Specify if Mobile or Fixed	Mobile	Mobile
Mobile Trailer Serial Number/VIN # (Self contained mobile units)	* See below	* See below
Mobile Tractor Serial Number/VIN #	N/A	N/A
Date of Acquisition of Each Component	12/1/2013	09/01/2014
Does Provider Hold Title to Equipment or Have a Capital Lease?	Title	Title
Specify if Equipment Was/Is New or Used When Acquired	New	New
Total Capital Cost of Project (Including Construction, etc.) <Use Attached Form>	\$767,000	\$725,000
Total Cost of Equipment	\$767,000	\$725,000
Fair Market Value of Equipment	\$767,000	\$725,000
Net Purchase Price of Equipment	\$767,000	\$725,000
Locations Where Operated	22 hospitals	22 hospitals
Number Days In Use/To be Used in N.C. Per Year	260	260
Percent of Change in Patient Charges (by Procedure)	0	NA
Percent of Change in Per Procedure Operating Expenses (by Procedure)	0	NA
Type of Procedures Currently Performed on Existing Equipment	NA	Lithotripsy
Type of Procedures New Equipment is Capable of Performing	Lithotripsy	NA

* Trailer #1 – Vin # 1FVHCYBS6BDW8121, Trailer #2 – Vin #1FVHCYBS8BDW8122 (Trailers not being replaced)

PROPOSED TOTAL CAPITAL COST OF PROJECT

Project Name: Replacement Lithotripters
 Provider/Company: Carolina Lithotripsy, Ltd.

A. Site Costs

- (1) Full purchase price of land \$ _____
 Acres _____ Price per Acre \$ _____
- (2) Closing costs \$ _____
- (3) Site Inspection and Survey \$ _____
- (4) Legal fees and subsoil investigation \$ _____
- (5) Site Preparation Costs
 - Soil Borings..... \$ _____
 - Clearing-Earthwork... \$ _____
 - Fine Grade For Slab... \$ _____
 - Roads-Paving..... \$ _____
 - Concrete Sidewalks... \$ _____
 - Water and Sewer..... \$ _____
 - Footing Excavation... \$ _____
 - Footing Backfill..... \$ _____
 - Termite Treatment... \$ _____
 - Other (Specify)..... \$ _____
- Sub-Total Site Preparation Costs \$ _____
- (6) Other (Specify) \$ _____
- (7) **Sub-Total Site Costs** \$ _____

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** \$ _____

C. Miscellaneous Project Costs

- (12) Building Purchase..... \$ _____
- (13) Fixed Equipment Purchase/Lease \$ _____
- (14) Movable Equipment Purchase/Lease **\$725,000.00**
- (15) Furniture \$ _____
- (16) Landscaping \$ _____
- (17) Consultant Fees
 - Architect and Engineering Fees \$ _____
 - Legal Fees..... \$ _____
 - Market Analysis..... \$ _____
 - Other (Specify)..... \$ _____
 - Other (Specify)..... \$ _____
- Sub-Total Consultant Fees..... \$ _____
- (18) Financing Costs (e.g. Bond, Loan, etc.). \$ _____
- (19) Interest During Construction. \$ _____
- (20) Other (Specify) \$ _____
- (21) **Sub-Total Miscellaneous..** \$ _____
- (22) **Total Capital Cost of Project (Sum A-C above)** **\$725,000.00**

I certify that, to the best of my knowledge, the costs of the proposed project named above are complete and correct.

 (Signature of Licensed Architect or Engineer) Date Certified: _____

I assure that, to the best of my knowledge, the above costs for the proposed project are complete and correct and that it is my intent to carry out the proposed project as described.

Alan Perry Date Signed: 07/10/2014
 (Signature and Title of Officer Authorized to Represent Provider/Company)

SIEMENS

Siemens Medical Solutions USA, Inc.
51 Valley Stream Parkway, Malvern, PA 19355
Fax: (866) 309-6967

SIEMENS REPRESENTATIVE
Andy Greuling

Customer Number: 0000177458

Date: 7/8/2014

CAROLINA LITHOTRIPSY LTD
~~4155 FERN CREEK DR~~ 2014 *Lido Place*
FAYETTEVILLE, NC 28304

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

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Proposal valid until 8/29/2014

This offer is only valid with a firm, non-contingent purchase order for quote #1-6V2HDN that includes multiple units.

Payment terms 0/0/100 net 90 days.

Pricing Expires August 29, 2014.

Accepted and Agreed to by:

Siemens Medical Solutions USA, Inc.

CAROLINA LITHOTRIPSY LTD

By (sign): _____
Name: Andy Greuling
Title: Product Sales Executive
Date: _____

By (sign): _____
Name: _____
Title: _____
Date: _____

All pages of the signed proposal must be returned to Siemens to process the order - Thank you.

SIEMENS

Siemens Medical Solutions USA, Inc.
51 Valley Stream Parkway, Malvern, PA 19355
Fax: (866) 309-6967

SIEMENS REPRESENTATIVE
Andy Greuling

Quote Nr: 1-6V2HDN Rev. 5

Terms of Payment: Note in order Text Terms of payment
Free On Board: Shipping Point

Purchasing Agreement: Not Applicable

MODULARIS

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

Qty	Part No.	Item Description
2	04459496	Uro-drain bag
2	14418300	Regional kit Variostar
2	14418473	Overtable/undertable treatment position# The flexible support arm extends the freedom of movement of the therapy head by the additional overtable therapy position. The support of overtable and undertable positions enables the treatment of all stones with the patient comfortably lying in the supine position. Moreover, the overtable therapy position is indispensable for comfortable positioning during ESWT applications. In the overtable therapy position, the therapy head can be angulated laterally at +/- 30° in order to find the optimum entry window for the shock wave into the patient's body.
2	14418472	Motorized gel position Motorized gel position for contact-free repositioning of patients and easy application of gel onto the shock wave head.
2	14418438	MODULARIS Variostar MODULARIS Variostar is a compact and mobile therapy unit for shock wave applications in urological stone therapy (extracorporeal shock wave lithotripsy - ESWL). MODULARIS Variostar is equipped with the electromagnetic shock wave system 'C plus'. The standard support arm is used to move the therapy head into the undertable position and angulate it laterally at +/- 10°. A support arm is optionally available for the overtable and undertable positions. The menu-guided hand control unit allows the setting of all relevant shock wave parameters as well as motorized table movement and motorized C-arm angulation (only with Siemens SIREMOBIL Compact L and ARCADIS Varic X-ray C-arms). In combination with the Siemens SIREMOBIL Iso-C (3D) / SIREMOBIL Compact (L) / ARCADIS Orbic (3D) / ARCADIS Varic X-ray C-arms, radiation release and image storage are also performed via the central hand control unit. For localization and monitoring the ACUSON X300 PE system can be used optionally. The following X-ray C-arms can be adapted: - SIREMOBIL Iso-C (3D) - SIREMOBIL Compact (L) - ARCADIS Orbic (3D) - ARCADIS Varic - X-ray C-arms from other manufacturers (if approved) Line voltage: 100 V, 115 V, 120 V, 200 V, 230 V +/- 10%; 50/60 Hz +/- 1 Hz
2	14409782	MODULARIS Uro II Fully motorized, ergonomically designed patient table suitable for lithotripsy and endourological procedures. Equipped with a lateral cut-out/insert to accommodate the shockwave head during extracorporeal lithotripsy (ESWL). The table is optimized for use by an operator at several hospitals. It includes larger wheels, a set of separate brakes and a shield to protect the table base, all of which make transport significantly easier.
2	XPU_INITIAL_3 2	Initial onsite trng 32 hrs - FMV \$7900 Up to (32) hours of on-site clinical education training, scheduled consecutively during standard business hours for a maximum of (4) imaging professionals. Training will cover agenda items on the ASRT approved checklist. Uptime Clinical Education phone support is provided during the warranty period for specified posted hours. This educational offering must be completed (12) months from install end date. If training is not completed within the applicable time period, Siemens obligation to provide the training will expire without refund.

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Siemens Medical Solutions USA, Inc.

51 Valley Stream Parkway, Malvern, PA 19355

Fax: (866) 309-6967

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Andy Greuling

Qty	Part No.	Item Description
2	XPU_FOLLOW UP_24	Follow-up Training 24 hours Up to (24) hours of follow-up on-site clinical education training, scheduled consecutively (Monday - Friday) during standard business hours for a maximum of (4) imaging professionals. Uptime Clinical Education phone support is provided during the warranty period for specified posted hours. This educational offering must be completed (12) months from install end date. If training is not completed within the applicable time period, Siemens obligation to provide the training will expire without refund.
2	SPU_FRT_CO STS	SPU Std Freight Costs
2	AMFLHSMNS	Amatech Leg Holder
2	14409786	Interface for ECG VarioStar
2	04498478	Holder for plastic drain bags
2	04498486	Foot switch, 8 functions
2	14400882	ECG Triggering Package
2	14402211	Compression Package - US only
2	14404770	Adapt. Variostar + SM Comp.L / Varic This adaptation enables the laser-guided alignment of the MODULARIS Variostar lithotripsy module with the X-ray C-arm of the SIREMOBIL Compact or the SIREMOBIL Compact L or the ARCADIS Varic. In addition, this adaption allows the motorized angulation of the X-ray C-arm via the central hand control unit of the MODULARIS Variostar.
2	14404749	Standard footswitch # ARC Standard footswitch for radiation release
2	14409757	Monitor Column, Flex Plus Monitor column with motorized height adjustment and vertically rotatable monitors (180 degrees) for flexible positioning of the TFT displays with integrated cable routing and fold-up function for transport and park position.
2	04498536	Keyboard - English (United States)
2	04498692	Dose measuring chamber
2	14400837	DICOM Worklist System integrated DICOM functionality with DICOM for connection to DICOM 3.0 compatible networks
2	04498585	DICOM Basic
2	04498700	DHHS Spacer
2	14404823	Control unit (text) Control unit on the C-arm system with text labeling.
2	SPC_FREIGHT _COSTS	SPC Freight Costs
2	14409767	ARCADIS Varic The mobile C-arm system of compact, lightweight design is equipped with a state-of-the-art digital online syngo 1K2 imaging system and a continuous 1K2 imaging chain. A 23 cm image intensifier with format switchover and a 2.3 kW high-voltage generator ensure an optimal fluoroscopic result. In pulsed fluoroscopy an acquisition speed of up to 8 f/s is achieved. During acquisition, EASY (Enhanced Acquisition System) automatically controls dose, contrast and brightness. In addition, the ergonomical, functional design of operating elements and software user interfaces support an optimized workflow in the OR. A hard disk with a storage capacity of up to 60,000 images, a USB interface and a DVD-R/ CD-ROM read/write drive incl. DICOM 3.0 offline media format enable flexible data management. DICOM 3.0 services can be used via the integrated DICOM 3.0 interface. The monitor trolley can optionally be equipped with the Flex monitor column (with 210° vertically rotatable monitors) or the Flex Plus column (monitor column with motorized height adjustment, with 180° vertically rotatable monitors and TFT displays that fold in towards each other for easier maneuverability during transport and protection of the displays when they are not used). To allow flexible positioning of the TFT displays, the monitor columns feature integrated cable routing and a variable compartment for documentation devices. The uninterruptible power supply provides maximum data security. Efficiency and flexibility are ensured by upgrade options which allow the system to meet long-term requirements.

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Fax: (866) 309-6967

SIEMENS REPRESENTATIVE
Andy Greuling

Qty	Part No.	Item Description
2	14409766	2 x 19" b/w High end TFT displays Two 19" b/w TFT displays for live and reference image display.

System Total: \$725,000

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Siemens Medical Solutions USA, Inc.

51 Valley Stream Parkway, Malvern, PA 19355

Fax: (866) 309-6967

SIEMENS REPRESENTATIVE

Andy Greuling

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

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

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

SIEMENS

Siemens Medical Solutions USA, Inc.

51 Valley Stream Parkway, Malvern, PA 19355

Fax: (866) 309-6967

SIEMENS REPRESENTATIVE

Andy Greuling

Siemens Medical Solutions USA, Inc. General Terms and Conditions

1. GENERAL

1.1 Contract Terms. These terms and conditions constitute an integral part of any contract between Seller and Purchaser identified on the first page hereof and shall govern the sale of the products identified in such contract ("Products"). Seller shall not be bound by, and specifically objects to, any terms, conditions or other provisions which are different from or in addition to the provisions of this Agreement (even if provided to Seller concurrently with this Agreement), unless Seller specifically agrees to any such provision in a writing signed by Seller. Neither Seller's lack of objection to any such terms, nor delivery of the Products or provision of any services hereunder, shall constitute the agreement of Seller to any such terms. Purchaser acknowledges that this is a commercial and not a consumer transaction.

1.2 Acceptance. Purchaser shall be deemed to have assented to, and to have waived any objection to, this Agreement upon the earliest to occur of any of the following: Purchaser's completion or execution of this Agreement; Purchaser's acceptance of all or any part of the Products; Purchaser's issuance of a purchase order for any Products identified on Seller's quotation or proposal; or delivery of the Products to the common carrier for shipment pursuant hereto.

1.3 Refurbished/Used Products. For Products identified on this Agreement as used or refurbished Products, these Products have been previously owned and used. When delivered to Purchaser, the Products may have received mechanical, electrical and/or cosmetic reconditioning, as needed, and will comply with the manufacturer's specifications. Since pre-owned Products may be offered simultaneously to several customers, the sale of such Products to Purchaser cannot be guaranteed and is subject to continuing availability at the time Purchaser accepts Seller's offer to sell the Products. If the Products are no longer available, Seller will use its best efforts to identify other products in its inventory that may be suitable for purchase by Purchaser, and if substitute products are not acceptable to Purchaser, then Seller will cancel the order and refund to Purchaser any deposits previously paid. The warranty period for any used or refurbished Products will be separately stated on the quotation.

1.4 Third Party Products. If this Agreement includes the sale of third party products not manufactured by Seller, then Purchaser agrees and acknowledges that (a) Purchaser has made the selection of these products on its own, (b) the products are being acquired by Seller solely at the request of and for the benefit of Purchaser, in order to eliminate the need for Purchaser to issue a separate purchase order to the manufacturer of the products, (c) no representation, warranty or guarantee has been made by Seller with respect to the products, (d) the obligation of Purchaser to pay Seller for the products is absolute and unconditional, (e) Purchaser will indemnify and hold Seller harmless from and against any and all claims, regardless of the form of action, related to, resulting from or caused by the products or any work or service provided by the manufacturer of the products or any other party, (f) use of the products may be subject to Purchaser's agreement to comply with any software licensing terms imposed by the manufacturer, as well as any applicable laws, rule and regulations; and (g) the manufacturer, and not Seller, is solely responsible for any required installation, testing, validation, tracking, product recall, warranty service, maintenance, support, and complaint handling, as well as any other applicable FDA regulatory requirements, and the Purchaser will look solely to the manufacturer regarding these services and will assert no claim against Seller with respect to these products.

2. PRICES

2.1 Quotations. Unless otherwise agreed to in writing or set forth in the quotation, all prices quoted by Seller are based on U.S. dollars, and include standard and customary packaging. F.O.B. terms are set forth in Section 6.2 hereof. Domestic prices apply only to purchasers located in, and who will use the Products in, the U.S. International prices apply to all purchasers located outside of, or who will use or ship or facilitate shipment of the Products outside of, the U.S. Unless otherwise stated, the quotation shall only be valid for forty-five (45) days from the date of the quotation.

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

2.3 Escalation. Unless otherwise agreed to in writing, except as to Products to be delivered within six (6) months of Seller's acceptance of Purchaser's order, Seller reserves the right to increase its prices to those in effect at the time of shipment.

3. TAXES

3.1 Any sales, use or manufacturer's tax which may be imposed upon the sale or use of Products, or any property tax levied after readiness to ship, or any

excise tax, license or similar fee required under this transaction, shall be in addition to the quoted prices and shall be paid by Purchaser. Notwithstanding the foregoing, Seller agrees to honor any valid exemption certificate provided by Purchaser.

4. TERMS OF PAYMENT; DEFAULT

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

4.2 Late Payment. A service charge of 1½% per month, not to exceed the maximum rate allowed by law, shall be made on any portion of Purchaser's outstanding balance which is not paid within thirty (30) days after invoice date, which charge shall be determined and compounded on a daily basis from the due date until the date paid. Payment of such service charge shall not excuse or cure Purchaser's breach or default for late payment.

4.3 Payment of Lesser Amount. If Purchaser pays, or Seller otherwise receives, a lesser amount than the full amount provided for under this Agreement, such payment or receipt shall not constitute or be construed other than as on account of the earliest amount due Seller. Seller may accept any check or payment in any amount without prejudice to Seller's right to recover the balance of the amount due or to pursue any other right or remedy. No endorsement or statement on any check or payment or in any letter accompanying a check or payment or elsewhere shall constitute or be construed as an accord or satisfaction.

4.4 Where Payment Due Upon Installation or Completion. Should any terms of payment provide for either full or partial payment upon completion of installation or thereafter, and completion of installation is delayed for any reason for which Seller is not responsible, then the Products shall be deemed installed upon delivery and the balance of payments shall be due no later than thirty (30) days from the delivery date regardless of the actual installation date.

4.5 Default; Termination. Each of the following shall constitute an event of default under this Agreement: (i) a failure by Purchaser to make any payment due Seller within ten (10) days of receipt of written notice of non-payment from Seller; (ii) a failure by Purchaser to perform any other obligation under this Agreement within thirty (30) days of receipt of written notice from Seller; (iii) a default by Purchaser under any other obligation to or agreement with Seller or Siemens Financial Services, Inc., or any assignee of the foregoing (e.g., a promissory note, lease, rental agreement, license agreement or purchase contract); or (iv) the commencement of any insolvency, bankruptcy or similar proceedings by or against Purchaser (including any assignment by Purchaser for the benefit of creditors). Upon the occurrence of any event of default, at Seller's election: (a) the entire amount of any indebtedness and obligation due Seller under this Agreement and interest thereon shall become immediately due and payable without notice, demand, or period of grace; (b) Seller may suspend the performance of any of Seller's obligations hereunder, including, but not limited to, obligations relating to delivery, installation and warranty services; (c) Purchaser shall put Seller in possession of the Products upon demand; (d) Seller may enter any premises where the Products are located and take possession of the Products without notice or demand and without legal proceedings; (e) at the request of Seller, Purchaser shall assemble the Products and make them available to Seller at a place designated by Seller which is reasonable and convenient to all parties; (f) Seller may sell or otherwise dispose of all or any part of the Products and apply the proceeds thereof against any indebtedness or obligation of Purchaser under this Agreement (Purchaser agrees that a period of 10 days from the time notice is sent to Purchaser shall be a reasonable period of notification of sale or other disposition of the Products by or for Seller); (g) if this Agreement or any indebtedness or obligation of Purchaser under this Agreement is referred to an attorney for collection or realization, Purchaser shall pay to Seller all costs of collection and realization (including, without limitation, a reasonable sum for attorneys' fees, expenses of title search, all court costs and other legal expenses) incurred thereby; and (h) Purchaser shall pay any deficiency remaining after collection of or realization by Seller on the Products. In addition, Seller may terminate this Agreement upon written notice to Purchaser

SIEMENS

Siemens Medical Solutions USA, Inc.

51 Valley Stream Parkway, Malvern, PA 19355

Fax: (866) 309-6967

SIEMENS REPRESENTATIVE

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in the event that Purchaser is not approved for credit or upon the occurrence of any material adverse change in the financial condition or business operations of Purchaser.

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

5. EXPORT TERMS

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

5.2 Purchaser acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the Products provided under this Agreement, including any export license requirements. Purchaser agrees that such Products shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. **PURCHASER AGREES TO INDEMNIFY, DEFEND AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.** If Purchaser purchases a Product at the domestic price and exports such Product, or transfers such Product to a third party for export, outside of the U.S., Purchaser shall pay to Seller the difference between the domestic price and the international retail price of such Product pursuant to the payment terms set forth herein. Purchaser shall deliver to Seller, upon Seller's request, written assurance regarding compliance with this section in form and content acceptable to Seller.

6. DELIVERY, RISK OF LOSS

6.1 Delivery Date. Delivery and installation dates will be established by mutual agreement of the parties. Seller shall make every reasonable effort to meet the agreed upon delivery date(s), but shall not be liable for any failure to meet such date(s). Partial shipments may be made.

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

(a) For Products that do not require installation by Seller, and for options and add-on products purchased subsequent to delivery and installation of Products purchased under this Agreement, delivery shall be complete upon transfer of possession to common carrier, F.O.B. Shipping Point, whereupon title to and all risk of loss, damage to or destruction of the Products shall pass to Purchaser.

(b) For Products that require installation by Seller, delivery shall be complete upon delivery of the Products to Purchaser's designated site, F.O.B. Destination; title to and all risk of loss, damage to or destruction of such Products shall pass to Purchaser upon completion of the installation.

(c) All freight charges and other transportation, packing and insurance costs, license fees, custom duties and other similar charges shall be the sole responsibility of Purchaser unless included in the purchase price or otherwise agreed to in writing by Seller. In the event of any loss or damage to any of the Products during shipment, Seller and Purchaser shall cooperate in making a claim against the carrier.

7. SECURITY INTEREST/FILING

7.1 Purchaser grants to Seller a security interest in the Products (and all accessories and replacements thereto and all proceeds thereof) until payment in full by Purchaser and satisfaction of all other obligations of Purchaser hereunder. Purchaser hereby (i) authorizes Seller to file (and Purchaser shall promptly execute, if requested by Seller) and (ii) irrevocably appoints Seller its agent and attorney-in-fact to execute in the name of Purchaser and file, with such authorities and at such locations as Seller may deem appropriate, any Uniform Commercial Code financing statements with respect to the Products and/or this Agreement. Purchaser further represents and covenants that (a) it will keep the Products in good order and repair until the purchase price has been paid in full, (b) it will promptly pay all taxes and assessments upon the Products or the use thereof, (c) it will not attempt to transfer any interest in the Products until the purchase price has been paid in full, and (d) it is solvent and financially capable of paying the full purchase price for the Products.

8. CHANGES, CANCELLATION, AND RETURN

8.1 Orders accepted by Seller are not subject to change except upon Seller's written agreement.

8.2 Orders accepted by Seller are noncancellable by Purchaser except upon Seller's written consent and payment by Purchaser of a cancellation charge equal to 10% of the price of the affected Products, plus any shipping, insurance, inspection and refurbishment charges; the cost of providing any training, education, site evaluation or other services completed by Seller; and any return, cancellation or restocking fees with respect to any Third Party Products ordered by Seller on behalf of Purchaser. Seller may retain any payments received from Purchaser up to the amount of the cancellation charge. In no event can an order be cancelled by Purchaser or Products be returned to Seller after shipment.

8.3 Seller shall have the right to change the manufacture and/or design of its Products if, in the judgment of Seller, such change does not alter the general function of the Products.

9. FORCE MAJEURE

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

10. WARRANTY

10.1 Seller warrants that the Products manufactured by Seller and sold hereunder shall be free from defects in material or workmanship under normal use and service for the warranty period. The final assembled Products shall be new although they may include certain used, reworked or refurbished parts and components (e.g., circuit boards) that comply with performance and reliability specifications and controls. Seller's obligation under this warranty is limited, at Seller's option, to the repair or replacement of the Product or any part thereof. Unless otherwise set forth in the Product Warranty attached hereto and incorporated herein by reference, the warranty period shall commence upon the earlier of the date that the Products have been installed in accordance with Section 12.6 hereof (which date shall be confirmed in writing by Seller) or first patient use, and shall continue for 12 consecutive months. Seller makes no warranty for any Products made by persons other than Seller or its affiliates, and Purchaser's sole warranty therefor, if any, is the original manufacturer's warranty, which Seller agrees to pass on to Purchaser, as applicable. The warranty provided by Seller under this Section 10 extends only to the original Purchaser, unless the Purchaser obtains the Seller's prior written consent with respect to any sale or other transfer of the Equipment during the term of the warranty.

10.2 No warranty extended by Seller shall apply to any Products which have been damaged by fire, accident, misuse, abuse, negligence, improper application or alteration or by a force majeure occurrence as described in Section 9 hereof or by the Purchaser's failure to operate the Products in accordance with the manufacturer's instructions or to maintain the recommended operating environment and line conditions; which are defective due to unauthorized attempts to repair, relocate, maintain, service, add to or modify the Products by the Purchaser or any third party or due to the attachment and/or use of non-Seller supplied parts, equipment or software without Seller's prior written approval; which failed due to causes from within non-Seller supplied equipment, parts or software including, but not limited to, problems with the Purchaser's network; or which have been damaged from the use of operating supplies or consumable parts not approved by Seller. In addition, there is no warranty coverage for any transducer or probe failure due to events such as cracking from high impact drops, cable rupture from rolling equipment over the cable, delamination from cleaning with inappropriate solutions, or TEE bite marks. Seller's obligation under this warranty is limited to the repair or replacement, at Seller's option, of defective parts. Seller may effectuate such repair at Purchaser's facility, and Purchaser shall furnish Seller safe and sufficient access for such repair. Repair or replacement may be with parts or products that are new, used or refurbished. Repairs or replacements shall not interrupt, extend or prolong the term of the warranty. Purchaser shall, upon Seller's request, return the noncomplying Product or part to Seller with all transportation charges prepaid, but shall not return any Product or part to Seller without Seller's prior written authorization. Purchaser shall pay Seller its normal charges for service and parts for any inspection, repair or replacement that falls outside the warranty set forth in Section 10.1. Seller's warranty does not apply to consumable materials, disposables, supplies, accessories and collateral equipment, except as specifically stated in writing or as otherwise set

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forth in the Product Warranty attached hereto and incorporated herein by reference, nor to products or parts thereof supplied by Purchaser.

10.3 This warranty is made on condition that immediate written notice of any noncompliance be given to Seller and Seller's inspection reveals that Purchaser's claim is covered under the terms of the warranty (i.e., that the noncompliance is due to traceable defects in original materials and/or workmanship).

10.4 Purchaser shall provide Seller with both on-site and remote access to the Products. The remote access shall be provided through the Purchaser's network as is reasonably necessary for Seller to provide warranty services under this Agreement. Remote access will be established through a broadband internet-based connection to either a Purchaser owned or Seller provided secure end-point. The method of connection will be a Peer-to-Peer VPN IPsec tunnel (non-client based) with specific inbound and outbound port requirements.

10.5 Warranty service will be provided without charge during Seller's regular working hours (8:30-5:00), Monday through Friday, except Seller's recognized holidays. If Purchaser requires that service be performed outside these hours, such service can be made available at an additional charge, at Seller's then current rates. The obligations of Seller described in this section are Seller's only obligations and Purchaser's sole and exclusive remedy for a breach of product warranty.

10.6 SELLER MAKES NO WARRANTY OTHER THAN THE ONE SET FORTH HEREIN AND IN THE ATTACHED PRODUCT WARRANTY COVERING THE APPLICABLE PRODUCT CATEGORY. SUCH WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSES, AND SUCH CONSTITUTES THE ONLY WARRANTY MADE WITH RESPECT TO THE PRODUCTS AND ANY DEFECT, DEFICIENCY OR NONCONFORMITY IN ANY PRODUCT, SERVICE OR OTHER ITEM FURNISHED UNDER THIS AGREEMENT.

10.7 In the event of any inconsistencies between the terms of this Section 10 and the terms of the attached Product Warranty, the terms of the attached Product Warranty shall prevail.

11. LIMITATION OF LIABILITY

11.1 In no event shall Seller's liability hereunder exceed the actual loss or damage sustained by Purchaser, up to the purchase price of the Products. The foregoing limitation of liability shall not apply to claims for bodily injury or damages to real property or tangible personal property to the extent arising from Seller's negligence or a product defect.

11.2 SELLER SHALL NOT BE LIABLE FOR ANY LOSS OF USE, REVENUE OR ANTICIPATED PROFITS; COST OF SUBSTITUTE PRODUCTS OR SERVICES; LOSS OF STORED, TRANSMITTED OR RECORDED DATA; OR FOR ANY INDIRECT, INCIDENTAL, UNFORESEEN, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER THEORY OR FORM OF ACTION, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY THEREOF, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SALE OR USE OF THE PRODUCTS. THE FOREGOING IS A SEPARATE, ESSENTIAL TERM OF THIS AGREEMENT AND SHALL BE EFFECTIVE UPON THE FAILURE OF ANY REMEDY, EXCLUSIVE OR NOT.

12. INSTALLATION - ADDITIONAL CHARGES

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

12.2 Installation by Seller. If Seller specifies it will install the Products, the following applies: subject to fulfillment of the obligations set forth in Section 12.4 below, Seller shall install the Products and connect them to the requisite safety switches and power lines to be installed by Purchaser. Except as otherwise specified below, if such installation and connection are performed by Seller's technical personnel, prices shown include the cost thereof, provided that the installation and connection can be performed within the Continental United States or Puerto Rico and during normal business hours. Any overtime charges or other special expenses shall be additional charges to the prices shown.

12.3 Trade Unions. In the event that a trade union, or unions, or other local labor conditions prevent Seller from performing the above work with its own employees or contractors, then Purchaser shall either make all required arrangements with the trade union, or unions, to permit Seller to complete the work or shall provide the personnel, at Purchaser's sole cost and expense.

Moreover, any additional cost incurred by Seller and related to such labor disputes shall be paid by the Purchaser and Seller's obligations under such circumstances will be limited to providing engineering supervision of installation and connection of the Products to existing wiring.

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

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

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

13. PATENT, COPYRIGHT AND OTHER INFRINGEMENT CLAIMS

13.1 Infringement by Seller. Seller warrants that the Products manufactured by Seller and sold hereunder do not infringe any U.S. patent or copyright. If Purchaser receives a claim that any such Products, or parts thereof, infringe upon the rights of others under any U.S. patent or copyright, Purchaser shall notify Seller immediately in writing. As to all infringement claims relating to Products or parts manufactured by Seller or one of its affiliates:

(a) Purchaser shall give Seller information, assistance and exclusive authority to evaluate, defend and settle such claims.

(b) Seller shall then, at its own expense, defend or settle such claims, procure for Purchaser the right to use the Products, or remove or modify them to avoid infringement. If none of these alternatives is available on terms reasonable to Seller, then Purchaser shall return the Products to Seller and Seller shall refund to Purchaser the purchase price paid by Purchaser less reasonable depreciation for Purchaser's use of the Products. The foregoing states Seller's entire obligation and liability, and Purchaser's sole remedy, for claims of infringement.

13.2 Infringement by Purchaser. If some or all of the Products sold hereunder are made by Seller pursuant to drawings or specifications furnished by Purchaser, or if Purchaser modifies or combines, operates or uses the Products other than as specified by Seller or with any product, data, software, apparatus or program not provided or approved by Seller, then the indemnity obligation of Seller under Section 13.1 shall be null and void and should a claim be made that such Products infringe the rights of any third party under patent, copyright or otherwise, then Purchaser shall indemnify, defend and hold Seller harmless against any liability or expense, including reasonable attorneys' fees, incurred by Seller in connection therewith.

14. DESIGNS AND TRADE SECRETS; LICENSE; CONFIDENTIALITY

14.1 Any drawings, data, designs, software programs or other technical information supplied by Seller to Purchaser in connection with the sale of the Products are not included in the sale of the Products to Purchaser, shall remain Seller's property and shall at all times be held in confidence by Purchaser. Such information shall not be reproduced or disclosed to others without Seller's prior written consent.

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

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14.3 Diagnostic/Maintenance Software is not included under Section 14.2 above, is available only as a special option under a separate Diagnostic Materials License Agreement, and may be subject to a separate licensing fee.

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

15. ENGINEERING CHANGES

15.1 Seller makes no representation that engineering changes which may be announced in the future will be suitable for use on, or in connection with, the Products.

16. ASSIGNMENT

16.1 Neither party may assign any rights or obligations under this Agreement without the prior written consent of the other and any attempt to do so shall be void, except that Seller may assign this Agreement without consent to any subsidiary or affiliated company, and may delegate to authorized subcontractors or service suppliers any work to be performed under this Agreement so long as Seller remains liable for the performance of its obligations under this Agreement. This Agreement shall inure to and be binding upon the parties and their respective successors, permitted assigns and legal representatives. Seller shall have no obligations under this Agreement to any assignee of Purchaser that is not approved by Seller in advance.

17. COSTS AND FEES

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

18. MODIFICATION

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

19. GOVERNING LAW; WAIVER OF JURY TRIAL

19.1 This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

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

20. COST REPORTING

20.1 Purchaser agrees that it will fully and accurately account for and report in all cost reports and otherwise fully and accurately disclose to federal and state health care program payors and fully and accurately reflect where and as appropriate to the applicable reimbursement methodology, all services and other items, including any and all discounts, received from Seller under this Agreement, in compliance with all applicable laws, rules and regulations, including but not limited to the Social Security Act and implementing regulations relating to Medicare, Medicaid and other federal and state health care reimbursement programs.

21. INTEGRATION

21.1 These terms and conditions, including any attachments or other documents incorporated by reference herein, constitute the entire agreement and the complete and exclusive statement of agreement with respect to the subject matter hereof, and supersede any and all prior agreements, understandings and communications between the parties with respect to the Products.

22. SEVERABILITY; HEADINGS

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

23. WAIVER

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

24. NOTICES

24.1 Any notice or other communication under this Agreement shall be deemed properly given if given in writing and delivered in person or mailed, properly addressed and stamped with the required postage, to the intended recipient at its address specified on the face hereof. Either party may from time to time change such address by giving the other party notice of such change in accordance with this section.

25. RIGHTS CUMULATIVE

25.1 The rights and remedies afforded to Seller under this Agreement are in addition to, and do not in anyway limit, any other rights or remedies afforded to Seller by any other agreement, by law or otherwise.

26. END USER CERTIFICATION

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

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

1. DEFINITIONS: The following definitions apply to this Schedule:

"Agreement" shall mean the attached (i) Quotation for Products and/or Services including the Terms and Conditions of Sale and applicable schedules; and/or (ii) Software License Agreement describing the software licensed herein and the specific system for which the license is issued.

"Licensor" shall mean Siemens Medical Solutions USA, Inc.

"Licensee" shall mean the end-user to whom Licensor provides Software or Documentation for its internal use under the Agreement.

"Software" shall mean the software described in the attached Agreement, including the following as contained therein: (i) software programs consisting of a series of statements or instructions to be used directly or indirectly in a programmable controller or computer to bring about a certain result and (ii) databases consisting of systemized collections of data to be used or referenced directly or indirectly by a programmed controller or computer. Notwithstanding the foregoing, "Software" does not include "firmware" as such term is conventionally understood. Diagnostic/Maintenance Software also is not included within the scope of the Software licensed under this Schedule, and is available only as a special option under a separate Diagnostic Materials License Agreement and may be subject to a separate licensing fee.

"Documentation" shall mean the documents and other supporting materials which are intended to support the use of an associated product, including (but not limited to) instructions, descriptions, flow charts, logic diagrams and listings of the Software, in text or graphic form, on machine readable or printed media.

"Designated Unit" shall mean a single control unit or computer identified on the first page of the Agreement, on which Software licensed hereunder may be used by Licensee.

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

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

Software and Documentation shall be as provided in paragraph (c) (2) of the Commercial Computer Software-Restricted Rights clause in FAR 52.227-19 and any successor laws, rules or regulations thereto. If the Software is supplied to the United States Department of Defense, the Software is classified as "commercial computer software" and the Government is furnished the Software and Documentation with "restricted rights" as defined in paragraph (c) (1) of the Rights in Technical Data and Computer Software clause in DFARS 252.227-7013 and any successor laws, rules or regulations thereto.

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

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

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

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TRADE-IN EQUIPMENT REQUIREMENTS

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

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

The trade-in equipment must be made available for removal no later than turnover of the new equipment. Purchaser must vacate the room of all items not listed on the Trade Sheet, or otherwise clearly identify all items listed on the Trade Sheet, prior to the start of the de-installation. If this is not done, Seller will have no liability for items which are subsequently removed or scrapped. If the de-installation or return of the trade-in equipment is delayed by Purchaser for reasons other than a force majeure event, or if upon inspection by Seller it is determined that the equipment does not meet the manufacturer's operating specifications, or if any items listed as included on the Trade Sheet are not made available at the time of de-installation, then trade-in value will be re-evaluated and any loss in value or additional costs incurred by Seller shall be deducted from the established trade-in value and the pricing set forth on this Quotation will be adjusted by change order. In the event that access to the trade-in equipment is denied past 14 days post-turnover, then Purchaser shall pay to Seller a rental fee in the amount 10% of the total trade-in value plus any additional value provided by an Elevate/Promotional program included in this Quotation (no less than \$1000) for each month, or part thereof, that access is denied. In addition, if the purchase and installation of the new equipment covered by this Quotation is not completed, then Seller shall invoice Purchaser for all costs and expenses incurred by Seller in connection with the de-installation and removal of the trade-in equipment, including but not limited to labor, materials, rigging out, and transportation, which costs shall be paid by Purchaser within thirty (30) days of the invoice date.

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

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

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SP Warranty Information

<u>Product</u> (New Systems and "Proven Excellence" Refurbished Systems Only)	<u>Period of Warranty</u> ¹	<u>Coverage</u>	
X-Ray System (not including Shockwave components and consumables)	12 month	Full Warranty (parts & labor)	
Following parts will include warranty as listed below:			
Image Intensifier Tubes (Sirecon, Optilux)	First 12 months Month 13 through 24	Prorated credit given to customer against replacement cost, parts only	credit percentage = (24- month in use)/24*100
Flat Panel Detectors	First 12 months Month 13 through 36	Prorated credit given to customer against replacement cost	credit percentage = (36- month in use)/36*100
General Diagnostic tubes (Opti tubes, Optitop tubes)	12 month		
Mammography tubes (P40/49)	12 month		
Single tank x-ray tubes Polyphos, Mobilett (P125 – P135)	12 month		
All other tubes & Control Triodes for Generators	Prorated to a maximum of 12 months	Prorated credit given to customer against replacement cost	credit percentage = (12- month in use)/12*100
Single tank x-ray tubes Sirephos (SR)	Full credit up to a maximum of 40,000 SLU ² or 12 month whichever occurs first		
Single tank x-ray tubes Powerphos	Prorated to a maximum of 80,000 SLU ² or 12 month whichever occurs first	Prorated credit given to customer against replacement cost	credit percentage = (80,000 - SLU used) / 80,000*100
TV Camera tubes (exposure tubes) and cathode-ray tubes (CRT)	12 month		
Shockwave head (Standard)	150,000 LS		
Shockwave head C	300,000 LS		
Shock generator and spark-gap module	400,000 LS		
Shockwave module and ultrasound probe included in shockwave system	300,000 LS		
Shock Head, C Plus system Part# 70 41 358	1,500,000 LS or 12 month whichever occurs first		

(continued on next page)

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Charging energy unit Part# 11 58 000	2,000,000 LS or 12 month whichever occurs first
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Consumables	Not covered
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Post-Warranty (after expiration of system warranty) – Replacement parts only!

Items above	As described above, above, but parts only	As described above, but parts only	As described above, but parts only
Spare parts	6 months	Parts only	

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

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

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

Detailed Technical Specifications

MODULARIS

Part No. / Product	Description
14418472 Motorized gel position	<p>In the gel position, the shock wave head is moved by motor drive away from the patient. This allows the user to easily reposition the patient using X-ray localization without making contact with the shock wave head. By keeping a clearance between the patient and the shock wave head, the gel position also makes it easier to apply gel onto the shock wave head. Pressing the relevant button causes motorized movement of the shock wave head back toward the patient to start therapy.</p>
14418438 MODULARIS Variostar	<p>MODULARIS Variostar is a compact and mobile therapy unit for shock wave applications in urological stone therapy (extracorporeal shock wave lithotripsy - ESWL). The laser-guided positioning of the system modules enables a reproducible arrangement of the MODULARIS Variostar therapy unit to the relevant X-ray C-arm. The following X-ray C-arms can be adapted:</p> <ul style="list-style-type: none"> - Siemens SIREMOBIL Iso-C (3D) - Siemens SIREMOBIL Compact (L) - Siemens ARCADIS Orbic (3D) - Siemens ARCADIS Varic - X-ray C-arms from other manufacturers (if approved) <p>Depending on the adapted X-ray C-arm, various C-arm functions can be controlled via the central hand control unit:</p> <ul style="list-style-type: none"> - Motorized C-arm angulation for localization: <ul style="list-style-type: none"> - Siemens SIREMOBIL Compact L - Siemens ARCADIS Varic - Radiation release and image storage: <ul style="list-style-type: none"> - Siemens SIREMOBIL Iso-C (3D) - Siemens SIREMOBIL Compact (L) - Siemens ARCADIS Orbic (3D) - Siemens ARCADIS Varic <p>MODULARIS Variostar can optionally be combined with ACUSON X300 PE for localization and monitoring of stone disintegration.</p> <p>The standard support arm of MODULARIS Variostar supports treatment with the therapy head in the undertable position. In order to find the optimum entry window for the shock wave into the patient's body, the therapy head can be angulated laterally at +/- 10°. MODULARIS Variostar can be optionally equipped with a support arm for flexible positioning of the therapy head in the undertable and overtable positions.</p> <p>The wide energy spectrum of the shock wave system 'C plus' allows the application of low-energy to high-energy shock waves according to the relevant indication. Characteristics of the shock wave system C plus:</p> <ul style="list-style-type: none"> - Focusing through precise lens system - Coupling pressure adjustable in five steps - Focus penetration depth adaptable for superficial and deeply located application areas - Shock wave components with high reliability, efficiency and extended lifetime - Coupling angle <ul style="list-style-type: none"> - Angular in undertable position: +10° to -10° (in 10° steps) - Angular (in the optional overtable position): +30° to -30° (in 10° steps) - Orbital: 0° and 50° - Shock wave triggering with selectable frequency: <ul style="list-style-type: none"> - 60, 90, 120, 180, 240 shots/minute - ECG triggering (optional) - Energy adjustable in 38 steps (E 0.1 to E 8.0) <ul style="list-style-type: none"> The energy can thus be adjusted to the individual requirements of the patient. - Shock wave energy (E 12mm): 12 - 113 mJ (measured with Light Spot Hydrophone) - Width of shock wave focus: max. 12.5 mm - Penetration depth: 140 mm (relative to the focus center)

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Part No. / Product	Description
<p><i>(Continued)</i> 14418438 MODULARIS Variostar</p>	<p>MODULARIS Variostar offers integrated operation of the individual system components. Using the central hand control unit and its graphical menu-guided user interface, the following system functions can be controlled:</p> <ul style="list-style-type: none"> - Setting and display of the relevant shock wave parameters - Table movements (vertical and horizontal) - Motorized C-arm angulation (depending on the X-ray C-arm used) - Radiation release (fluoroscopy) - Storage of X-ray images (LIH) <p>The standard scope of delivery of MODULARIS Variostar comprises the following:</p> <ul style="list-style-type: none"> - Ultrasound gel as coupling medium - Compression belt for stable positioning of the patient
<p>14409782 MODULARIS Uro II</p>	<ul style="list-style-type: none"> - Free access to the patient - OR fastening rails for urological accessories - Computer-assisted, motor-driven patient positioning via keypad - Radiolucent tabletop in the diagnostic imaging area (2x) - Comfortable table padding - Table tilt in two directions possible. At one end (preferred perineal end) the table height stays constant. - The table is delivered as right-hand version and, at the customer's request, it can be configured on site by the service engineer as left-hand table. (Modification set is ordered as spare part by the service engineer). <p>Tabletop dimensions Tabletop : 170 cm x 73 cm Table extension : 95 cm x 73 cm</p> <p>Max. patient weight . 180 kg (400 lbs) in urology mode, 218 kg (480 lbs) in lithotripsy- and prostate therapy mode</p> <p>Motorized table movements: Table height (min.) : 81 cm Vertical travel : 35 cm Longitudinal travel +/- 15 cm Transverse travel : +/- 10 cm Tilting (Trendelenburg): +/- 15°</p> <p>Line voltage : 100 V to 230 V +/-10%;50/60 Hz +/- 1 Hz</p> <p>Standard accessories : Keypad for table control Head wedge</p>
<p>AMFLHSMNS Amatech Leg Holder</p>	<p>Leg Holders with "Piston lift" for use with the Uroskop Access. Leg holders allow intra-operative positioning without side rail adjustments or compromising the sterile field. Designed for laparoscopy and other procedures requiring low lithotomy positioning. These leg holders are designed to help neutralize leg weight and can accommodate patients that are up to 350 lbs. in weight.</p> <p>Additional features:</p> <ul style="list-style-type: none"> - The lightweight molded boots are lined with soft pads that encapsulate the foot to keep it from slipping out-even in radical elevated lithotomy positions. - Reduces pressure under the fossa or where the peroneous nerve is superficial. - The comfortable squeeze grips permit adjustment of lithotomy and abduction positions for optimal surgical site exposure. - Once the patient is positioned, simply release the handle to secure the leg-holders. - Socket and pad set are included with the purchase of the Leg Holders. - Includes one year warranty through Amatech.

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Part No. / Product	Description
04498478 Holder for plastic drain bags	Holder for disposable plastic drain bags
04498486 Foot switch, 8 functions	8-way table movement foot control.
14400882 ECG Triggering Package	<p>Infinity Gamma - Medical ECG Monitor</p> <p>Physiological measuring device with screen for monitoring patient and ECG triggering of shock waves.</p> <p>The ECG triggering comprises:</p> <ul style="list-style-type: none"> - ECG synchronization unit - ECG monitor - Country-specific power cords - IEC 2 - 3-fold ECG cables - 50 pcs disposable Ag/AgCL electrodes with gel for coupling to patient's skin
14404770 Adapt. Variostar + SM Comp.L / Varic	<p>This adaption ensures fast and safe X-ray localization of concrements to be treated in ESWL or areas of pain to be treated by shock wave therapy (ESWT).</p> <p>The coupling system also allows the release of fluoroscopy and storage of fluoroscopic images as well as the motorized angulation of the X-ray C-arm via the central hand control unit of the MODULARIS Variostar.</p> <p>The coupling system comprises the following components:</p> <ul style="list-style-type: none"> - Laser device - Cross hair for X-ray image intensifier - Cabeling
14404749 Standard footswitch # ARC	<p>The following functions can be performed with the standard footswitch:</p> <ul style="list-style-type: none"> - Pedal functions - Radiation release for continuous fluoroscopy - Radiation release for selected operating modes (DR, PFC and depending on the options SUB, ROAD, DCM)
14409757 Monitor Column, Flex Plus	<ul style="list-style-type: none"> - Flexible vertical positioning of the TFT displays irrespective of the trolley position through freely rotatable monitor column with integrated cable routing - Motorized height adjustment for adaptation to the viewing angle depending on the examiner's height and position - Reduction of ambient light interference through optimized viewing angle - 180 degree rotatability of monitor column combined with cable-free rear of trolley allows direct view of the monitors in the immediate patient treatment area - TFT displays fold in towards each another for easier maneuverability during transport and to protect the monitors when they are not in use - Defined stops in 0°, 90° and 180° position
04498536 Keyboard - English (United States)	<p>Membrane keyboard with English layout</p> <p>Easy-to-clean membrane keyboard with alphanumeric keypad and function, control and cursor keys for entering patient data. Colored <i>syngo</i> function keypad for controlling image postprocessing functions and for direct selection of the Patient Browser and patient input mask.</p> <p>-</p>
04498692 Dose measuring chamber	<p>Display of Air Kerma Rate (AKR) and cumulative air kerma value on the Examination Task Card for conditions of free-in-air irradiation in a reference location . Automatic transfer of the accumulated air kerma in a radiation report. This is part of the examination data of each patient and can be called up in the patient list at any time.</p>
14400837 DICOM Worklist	DICOM Modality Worklist for automatic downloading of patient data from the network

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Part No. / Product	Description
04498585 DICOM Basic	<p>System integrated DICOM functionality for connection to DICOM 3.0 compatible networks.</p> <ul style="list-style-type: none"> - DICOM Send/Receive - DICOM Storage Commitment - DICOM Print <ul style="list-style-type: none"> • DICOM Send/Receive for sending and receiving patient data • DICOM Storage Commitment with automatic storage confirmation. Confirmation from the archive to the C-arm system that all patient data are securely archived. • DICOM Print for printing patient data <i>syngo</i> Filming task card with virtual film sheet offering convenient film sheet preview, film sheet layout and film sheet image processing functions that can be performed at the monitor trolley prior to printing in the network. <p>Note regarding DICOM interfaces: The description in the "DICOM Conformance Statement" is the only binding criteria for the functionality of the DICOM interfaces. It can be found on the Internet at /medical.</p> <p>Cross-interface functions with/between partner systems require explicit validation, since the interpretation of the interface by the partner or target system is not the responsibility of this product. Validations of this sort can be carried out for a fee to cover time and expense.</p> <p>Any changes which may be required to the interface are not part of this quotation. The terms of the maintenance and service agreement for the product apply to time and expenses for any changes to the interface which may be required.</p>
04498700 DHHS Spacer	<p>Single-tank spacer For increasing the minimum source-skin distance to 30 cm</p>
14404823 Control unit (text)	<p>The easy-to-clean membrane keyboard is attached to the C-arm chassis and features clearly structured control elements grouped into function blocks. These include, for example:</p> <ul style="list-style-type: none"> - Operating mode selection - Operating program functions - Collimator functions for radiation-free positioning and display of the collimator position of the iris and semi-transparent slot diaphragms - Image postprocessing functions including local storage and documentation function - Display of current kV, mA values and radiation times
14409767 ARCADIS Varic	<p><u>C-arm</u></p> <p>The mobile C-arm system of compact, lightweight design was designed for use in orthopedics, emergency surgery, general surgery (e.g. gastroenterology, endoscopy) and cardiac surgery. The system can be upgraded for use in vascular surgery (15 f/s, subtraction and Roadmap) at any time.</p> <p>The integrated 23 cm image intensifier is equipped with a high-resolution X-ray TV system in maintenance-free CCD technology and a 1024 x 1024 full-size CCD sensor. The precision electron optics ensure minimum image distortion.</p> <p>The cesium-iodide input screen ensures low quantum noise and high resolution. Furthermore, high contrast dynamics is achieved by an anti-glare output screen with a scattered light trap for preventing scattered light effects.</p> <p>The lightweight design (total weight of 236 kg) provides a high degree of convenience and user friendliness. It features good mobility even in the smallest, busiest environments. Furthermore, all castors have cable deflectors. The C-arm dimensions and positioning have been calculated and designed for maximum projection angles, allowing optimum patient access and flexible use in the OR. (Immersion depth: 73 cm, free space: 78 cm, orbital movement 130°, angulation ± 190°, swivel range ± 12.5°, horizontal movement 20 cm). The C-arm is counterbalanced in any position. It can be easily adjusted in height through motorized vertical travel (45 cm).</p>

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Part No. / Product	Description
<p>(Continued) 14409767 ARCADIS Varic</p>	<p>The brake handles and C-arm scales are color coded for fast and safe C-arm positioning.</p> <p>An easily accessible handle on the image intensifier allows easy positioning from within the sterile area without restricting patient access.</p> <p>The easy-to-clean membrane keyboard is attached to the C-arm chassis and features clearly structured control elements grouped into function blocks.</p> <p>The package includes operating mode selection, operating program functions, collimator functions and image postprocessing functions including local storage and documentation functions.</p> <p>Radiation is released via a hand switch with memory function or a dual foot switch with selectable operating mode assignment.</p> <p>Single-tank high-frequency generator</p> <p>The processor-controlled high-voltage generator operates at an inverter control frequency of 15 kHz - 30 kHz and automatic line voltage compensation (100 V - 240 V ± 10%, 50/60 Hz ± 1Hz). High resolution is achieved by a single-focus tube with a 0.6 mm focal spot. The special tube design with thermal control enables long fluoro times without additional cooling.</p> <p><u>The following operating modes are supported:</u></p> <ul style="list-style-type: none"> - Digital radiography 40 to 110 kV (0.2 mA - 23 mA) - Continuous fluoroscopy 40 to 110 kV (0.2 mA - 15.2 mA), with 30 f/s /1K2 / 12 bits - Pulsed fluoroscopy 40 to 110 kV to 23 mA, 0.5 - 8 f/s /1K2 / 12 bits, min. 7 s pulse width <p><u>Imaging system</u></p> <p>The fully digital imaging system has a continuous 1024 x 1024 (1K²) imaging matrix from acquisition through to documentation. The process and function-oriented structure (task card concept) of the digital online syngo 1K² imaging system ensures optimal support of the workflow steps in the OR with two different display modes (basic mode and advanced mode).</p> <p>Functions specific to the individual workflow steps in the corresponding task cards can be selected via the self-explanatory, interactive buttons on the TFT displays. The user programs are matched exactly to the corresponding application and body region of the patient with maximum possible radiation reduction and high image quality. The user programs can be selected intuitively, quickly and accurately by means of the VPA (Virtual Patient Anatomy). In total, up to 100 dedicated user programs can be activated or deactivated individually and stored in the system database. Locally stored patient data are displayed with an image preview. The display of the Patient Browser (number of levels shown, filter function, sorting function) can be configured as required.</p> <p><u>Patient registration</u></p> <ul style="list-style-type: none"> - Manual registration of new patients - Manual registration of known patients with - database search function and automatic takeover of existing patient data - Emergency patient registration - Patient preregistration <p><u>Image acquisition</u></p> <ul style="list-style-type: none"> - Application-specific user programs with anatomical assignment and selection via VPA (Virtual Patient Anatomy) - EASY (Enhanced Acquisition System) for automatic dose, contrast and brightness control independently of the position of the object under fluoroscopic examination - Direct dose level selection for individual adjustment of the radiation dose to the patient anatomy for maximum dose reduction

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<p>(Continued) 14409767 ARCADIS Varic</p>	<ul style="list-style-type: none"> - Power mode for short-term use of maximum power reserves in the continuous and pulsed fluoroscopy modes - Display of the reference image in full screen or split screen mode (4, 9 and 16-on-1). Selectable reference image display (static or dynamic display) - Preoperative images of previous operations of the patient can be loaded onto the reference monitor for comparison for the current operation. <p><u>Image postprocessing</u></p> <ul style="list-style-type: none"> - Full screen or split screen (4, 9 and 16-on-1) - Last Image Hold (LIH) - Digital online image rotation with display of absolute and relative rotation angles - Left/right, top/bottom image reversal - Application-specific lookup tables (LUTs) for optimum contrast and brightness - Spatial frequency filtration for edge enhanced image display - Interactive zoom (stepless zoom), fixed zoom and Roaming - Magnifying glass - Digital shutters - Positive/negative image display - Movie function for playing back generated scenes (Start/stop function, selection of an image series, slow, real-time and fast playback) - Text function: marking, annotation and comment <p><u>Image storage and documentation</u></p> <ul style="list-style-type: none"> - Automatic 1K² / 12 bit storage on hard disk in digital radiography - Selectable for continuous and pulsed fluoroscopy: <ul style="list-style-type: none"> - Automatic storage of the entire scene - Automatic storage of the LIH - Storage of an image or several images during fluoroscopy - Memory transfer rates between 0.5 and 8 f/s selectable for pulsed fluoroscopy - 120 GB hard disk memory with a storage capacity of up to 60,000 images - Import/export of image data in the file system via DVD-R/ CD-ROM write/read drive as well as USB interface - DVD-R/CD-ROM write/read drive, including DICOM 3.0 offline media format for storing at least 300 images as scene or single images in DICOM 3.0 XA or as single images in BMP format. Prior to writing images to CD/DVD, a DICOM -3.0 syngo viewer can be selected which enables DICOM images to be viewed on a standard PC. User interface of the viewer – with reduced functionality – is identical with the imaging system user interface of the C-arm system. - <i>syngo</i> Filming: Task card with virtual film sheet offering convenient film sheet preview, film sheet layout and film sheet image processing functions that can be performed at the monitor trolley prior to printing in the network <p><u>Monitor trolley</u> The monitor trolley is equipped with a central locking brake and cable deflectors on all castors as well as an easy-to-clean, ergonomically designed membrane keyboard with optical mouse. The mouse tray is attached safely for transport; the mouse pad surfaces are suitable for both left- and right-handers.</p> <p><u>Monitor column, Flex (optional item)</u></p> <ul style="list-style-type: none"> - The monitors rotate 210° (-30° to +180°) vertically about the monitor column; the column has integrated cable routing for flexible positioning of the TFT displays

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SIEMENS REPRESENTATIVE
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<p>(Continued) 14409767 ARCADIS Varic</p>	<ul style="list-style-type: none">- There are defined stop positions at 0° and 180° <p><u>Monitor column, Flex Plus (optional item)</u></p> <ul style="list-style-type: none">- The monitor column features motorized height adjustment; the monitors rotate 180° vertically about the column. The column has integrated cable routing for flexible positioning of the TFT displays.- The TFT displays fold in towards each other at the column for easier maneuverability during transport and protection of the displays when they are not used.- There are defined stop positions at 0°, 90° and 180° <p>The powerful 19" monitors (TFT color displays or b/w displays; optional items) meet the highest demands. A USB port and DVD/CD drive are additional features. The connecting cable between the C-arm system and the monitor trolley plugs in on either side, allowing a quick switchover on site, if necessary.</p>
<p>14409766 2 x 19" b/w High end TFT displays</p>	<p>High-contrast TFT displays with anti-glare coating for displaying live and reference images. Large horizontal and vertical viewing angles of 170° each. 19"/48 cm screen diagonal, 1280 pixels x 1024 lines image display. Luminance max. 600 cd/cm2.</p>