



NC DEPARTMENT OF  
**HEALTH AND  
HUMAN SERVICES**

ROY COOPER • Governor  
MANDY COHEN, MD, MPH • Secretary  
MARK PAYNE • Director, Division of Health Service Regulation

VIA EMAIL ONLY

October 22, 2021

Elizabeth Runyon  
[elizabeth.runyon@unchealth.unc.edu](mailto:elizabeth.runyon@unchealth.unc.edu)

**Exempt from Review – Replacement Equipment**

**Record #:** 3709  
**Date of Request:** October 12, 2021  
**Facility Name:** Caldwell Memorial Hospital  
**FID #:** 933051  
**Business Name:** Caldwell Memorial Hospital, Inc.  
**Business #:** 328  
**Project Description:** Replace an existing linear accelerator  
**County:** Caldwell

Dear Ms. Runyon:

The Healthcare Planning and Certificate of Need Section, Division of Health Service Regulation (Agency), determined that the above referenced project is exempt from certificate of need review in accordance with G.S. 131E-184(f). Therefore, you may proceed to acquire without a certificate of need the Elekta Infinity linear accelerator to replace the Varian 2100 SC, Serial Number 2317 linear accelerator. This determination is based on your representations that the existing unit will be sold or otherwise disposed of and will not be used again in the State without first obtaining a certificate of need if one is required.

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

Sincerely,

Ena Lightbourne  
Project Analyst

Micheala Mitchell  
Chief

cc: Radiation Protection Section, DHSR  
Construction Section, DHSR

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

LOCATION: 809 Ruggles Drive, Edgerton Building, Raleigh, NC 27603  
MAILING ADDRESS: 809 Ruggles Drive, 2704 Mail Service Center, Raleigh, NC 27699-2704  
<https://info.ncdhhs.gov/dhsr/> • TEL: 919-855-3873

AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER



October 12, 2021

VIA ELECTRONIC MAIL

Ms. Lisa Pittman, Assistant Chief  
Ms. Ena Lightbourne, Project Analyst  
Healthcare Planning and Certificate of Need Section  
Division of Health Service Regulation  
NC Department of Health and Human Services  
2704 Mail Service Center  
Raleigh, North Carolina 27699-2704

**Re: CMH Main Campus/ Replacement Equipment Exemption for Linear Accelerator  
& Related Renovations at McCreary Cancer Center**

Dear Ms. Pittman and Ms. Lightbourne:

Caldwell Memorial Hospital (“CMH”) provides this prior written notice of a project exempt from Certificate of Need (“CON”) review. CMH intends to acquire a replacement linear accelerator and undertake related renovation and upgrade of space at the McCreary Cancer Center, which is on CMH’s main campus in Lenoir.<sup>1</sup> CMH requests written confirmation that this project, as described in detail below, is exempt from CON review.

The exemption for this replacement equipment project is pursuant to N.C. Gen. Stat. § 131E-184(f) (“Main Campus Replacement Equipment Exemption”). The Main Campus Replacement Equipment Exemption provides that:

**(f) The Department shall exempt from certificate of need review the purchase of any replacement equipment that exceeds the two million dollar (\$2,000,000) threshold set forth in G.S. 131E-176(22a) if all of the following conditions are met:**

- (1) The equipment being replaced is located on the main campus.
- (2) The Department has previously issued a certificate of need for the equipment being replaced. This subdivision does not apply if a certificate of need was not required at the time the equipment being replaced was initially purchased by the licensed health service facility.
- (3) The licensed health service facility proposing to purchase the replacement equipment shall provide prior written notice to the Department, along with supporting documentation to demonstrate that it meets the exemption criteria of this subsection.

---

<sup>1</sup> Pursuant to a Declaratory Ruling issued by the Department on March 12, 2015, the McCreary Cancer Center is operated as a hospital-based outpatient department of UNC Hospitals and the equipment is leased to UNC Hospitals through an operating lease, but the equipment is owned by CMH and is located on CMH’s main campus as defined by N.C. Gen. Stat. § 131E-176(14n).

According to N.C. Gen. Stat. § 131E-176(14n), “main campus” means all of the following for purposes of G.S. 131E- 184(f) and (g) only:

- a. The site of the main building from which a licensed health service facility provides clinical patient services and exercises financial and administrative control over the entire facility, including the buildings and grounds adjacent to that main building.
- b. Other areas and structures that are not strictly contiguous to the main building but are located within 250 yards of the main building.

This project involves replacement of equipment that exceeds \$2,000,000, yet it meets all criteria of the Main Campus Replacement Equipment Exemption set forth in N.C. Gen. Stat. § 131E-184(f). Specifically, the linear accelerator being replaced is on CMH’s main campus (as defined by N.C. Gen. Stat. § 131E-176(14n)) by virtue of being within 250 yards of CMH’s main building. Put another way, the location of the McCreary Cancer Center that will house the new linear accelerator will be within 250 yards of the main building from which CMH provides clinical patient services and exercises financial and administrative control. *See* Exhibit 1 for a map showing the location of McCreary Cancer Center and CMH.

Next, Section (f)(2) of the Main Campus Replacement Equipment Exemption does not apply, because the linear accelerator did not require a CON at the time it was initially acquired by CMH; the 2005 correspondence from the Department attached as Exhibit 2 confirms that the acquisition of the linear accelerator did not require a CON. Since the original acquisition, the linear accelerator has been replaced once (in 2011) pursuant to a replacement equipment exemption. *See* Exhibit 3. Attached as Exhibit 4 is an equipment comparison chart, showing the comparison of the existing equipment (acquired in 2011) to the proposed replacement equipment. Finally, CMH (as the licensed health service facility that proposes to replace the linear accelerator) provides this correspondence as prior written notice that acquisition of a replacement linear accelerator meets the criteria for exemption outlined in N.C. Gen. Stat. § 131E-184(f). As noted above, projected capital costs for the replacement of the linear accelerator and related renovation exceed \$2,000,000. *See* Exhibit 5 for an estimate of project costs, and Exhibits 6A-6E for vendor quotes for the replacement linear accelerator and related equipment.

In consideration of the above, CMH understands that this project is exempt from CON review, and requests written confirmation that the proposed replacement of the linear accelerator, and related renovation costs as described herein, are exempt from CON review pursuant to N.C. Gen. Stat. § 131E-184(f).

Please do not hesitate to contact me at [elizabeth.runyon@unchealth.unc.edu](mailto:elizabeth.runyon@unchealth.unc.edu) if you require any additional information.

Sincerely,



Elizabeth Runyon  
System Director of Regulatory Affairs & Special Counsel  
UNC Health



212 Mulberry Street Southwest

WIG Bank of Caldwell County

Caldwell Industrial Medicine

Caldwell Memorial Hospital

Robbins Medical Park

Medical Arts Pharmacy of Lenoir

Mulberry St SW

Rectory Hill Pl SW

Norwood St SW

Norwood St SW

Main St SW

Main St SW

200.00 ft

400.00 ft

600.00 ft

743.03 ft

Mulberry St SW

Measure distance

Click on the map to add to your path

Total distance: 743.03 ft (226.48 m)





**North Carolina Department of Health and Human Services  
Division of Facility Services  
Certificate of Need Section  
2704 Mail Service Center ■ Raleigh, North Carolina 27699-2704**

Michael F. Easley, Governor  
Carmen Hooker Odom, Secretary

<http://facility-services.state.nc.us>

Lee Hoffman, Section Chief  
Phone: 919-855-3873  
Fax: 919-733-8139

February 9, 2005

Robert V. Bode  
Bode, Call, & Stroupe  
3105 Glenwood Avenue  
PO Box 6338  
Raleigh, NC 27628-6338

RE: No Review / Caldwell Memorial Hospital/ Acquire a linear accelerator /Caldwell County  
FID# 933051

Dear Mr. Bode:

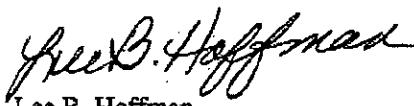
In response to the letters of April 5, September 21, November 29 and December 2, 2004, the proposal described in your correspondence is not regulated under the Certificate of Need Law and, therefore, does not require a certificate of need. However, you should contact the Construction Section of the Division of Facility Services to determine if they have any requirements for development of the proposed project.

It should be noted that this determination is binding only for the facts represented by you. Consequently, if changes are made in the project or in the facts provided in the correspondence referenced above, a new determination as to whether a certificate of need is required would need to be made by the Certificate of Need Section. Changes in a project include, but are not limited to: (1) increases in the capital cost; (2) acquisition of medical equipment not included in original cost estimate; (3) modifications in the design of the project; (4) change in location; and (5) any increase in the number of square feet to be constructed.

Please contact this office if you have any questions. Also, in all future correspondence you should reference the Facility I.D.# (FID) if the facility is licensed.

Sincerely,

  
Ronald Loftin,  
Project Analyst

  
Lee B. Hoffman  
Chief Certificate of Need Section





North Carolina Department of Health and Human Services  
Division of Health Service Regulation  
Certificate of Need Section

2704 Mail Service Center ■ Raleigh, North Carolina 27699-2704

Beverly Eaves Perdue, Governor  
Lanier M. Cansler, Secretary

[www.ncdhhs.gov/dhsr](http://www.ncdhhs.gov/dhsr)

Craig R. Smith, Section Chief  
Phone: 919-855-3875  
Fax: 919-733-8139

June 10, 2011


Laura S. Easton  
CEO and President  
Caldwell Memorial Hospital  
PO Box 1890  
Lenoir, NC 29645

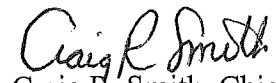
RE: Exempt from Review - Replacement Equipment / Caldwell Memorial Hospital / Replace  
linear accelerator / Caldwell County  
FID # 933051

Dear Ms. Easton:

In response to your letter of May 18, 2011, 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 Varian 2100SC linear accelerator to replace the existing Siemens MD 6740 linear accelerator serial number 2013. 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. In addition, you should contact the Construction Section to determine if they have any requirements for development of the proposed project.

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,  
  
Les Brown  
Project Analyst

  
Craig R. Smith, Chief  
Certificate of Need Section

cc: Construction Section, DHSR



## EQUIPMENT COMPARISON

|  | EXISTING<br>EQUIPMENT                           | REPLACEMENT<br>EQUIPMENT                        |
|--|---|---|
| Type<br>(e.g., Cardiac Catheterization, Gamma Knife®, Heart-lung bypass machine, Linear Accelerator, Lithotripter, MRI, PET, Simulator, CT Scanner, Other Major Medical Equipment) | Linear Accelerator                              | Linear Accelerator                              |
| Manufacturer   | Varian  | Elekta  |
| Model number   | 2100 SC   | Infinity  |
| Other method of identifying the equipment (e.g., Room #, Serial Number, VIN #)   | SN:2317   | SN:TBD  |
| Is the equipment mobile or fixed?  | Fixed   | Fixed   |
| Date of acquisition  | 2011  | Spring 2023                                     |
| Was the existing equipment new or used when acquired? / Is the replacement equipment new or used?  | Used<br>Manufactured<br>10/2003                 | New   |
| Total projected capital cost of the project <Attach a signed Projected Capital Cost form>  | NA  | \$4,595,430                                     |
| Total cost of the equipment  | \$210,000                                       | \$1,520,000                                     |
| Location of the equipment <Attach a separate sheet for mobile equipment if necessary>  | 212 Mulberry<br>Street, SW,<br>Lenoir, NC 28645 | 212 Mulberry<br>Street, SW,<br>Lenoir, NC 28645 |
| Document that the existing equipment is currently in use   | Yes   | NA  |
| Will the replacement equipment result in any increase in the <b>average charge per procedure</b> ?   | NA  | No  |
| If so, provide the increase as a percent of the current average charge per procedure   | NA  | NA  |
| Will the replacement equipment result in any increase in the <b>average operating expense per procedure</b> ?  | NA  | No  |
| If so, provide the increase as a percent of the current average operating expense per procedure  | NA  | NA  |
| Type of procedures performed on the existing equipment <Attach a separate sheet if necessary>  | Radiation Therapy<br>Tx Procedures              | NA  |
| Type of procedures the replacement equipment will perform <Attach a separate sheet if necessary>   | NA  | Radiation Therapy<br>Tx Procedures              |

Date of last revision: 5/17/19

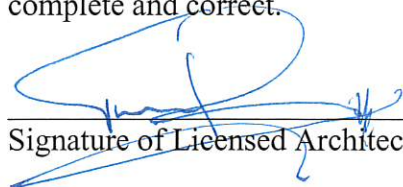


**Projected Capital Cost Form**

|                                     |                    |
|-------------------------------------|--------------------|
| Building Purchase Price             | n/a                |
| Purchase Price of Land              | n/a                |
| Closing Costs                       | n/a                |
| Site Preparation                    | n/a                |
| Construction/Renovation Contract(s) | \$2,578,000        |
| Landscaping                         | n/a                |
| Architect / Engineering Fees        | \$113,900          |
| Medical Equipment                   | \$1,883,530        |
| Non-Medical Equipment               | \$12,000           |
| Furniture                           | \$8,000            |
| Consultant Fees (specify)           | n/a                |
| Financing Costs                     | n/a                |
| Interest during Construction        | n/a                |
| Other (specify)                     | n/a                |
| <b>Total Capital Cost</b>           | <b>\$4,595,430</b> |

**CERTIFICATION BY A LICENSED ARCHITECT OR ENGINEER**

I certify that, to the best of my knowledge, the projected capital cost for the proposed project is complete and correct.

  
 \_\_\_\_\_  
 Signature of Licensed Architect or Engineer

Date Signed: 9/22/2021

**CERTIFICATION BY AN OFFICER OR AGENT FOR THE PROPONENT**

I certify that, to the best of my knowledge, the projected total capital cost for the proposed project is complete and correct and that it is our intent to carry out the proposed project as described.

\_\_\_\_\_  
 Signature of Officer/Agent

Date Signed: \_\_\_\_\_

\_\_\_\_\_  
 Title of Officer/Agent



Quotation number: 2021-324319-CB

Quotation Date: May 14, 2021

Date: May 14, 2021

## Quotation

**Prepared for:**

Tim Roten  
Caldwell Memorial Hospital  
ACCOUNTS PAYABLE PO BOX 1890  
LENOIR, North Carolina 28645-1890  
United States  
Tel +1 828-757-5100  
Fax +1 828-757-5512

**Prepared by:**

Chris Broyles  
Healthcare Account Director - North  
Carolina, South Carolina, and Virginia  
400 Perimeter Center Terrace, Suite 50  
Atlanta GA 30346  
(t) +1 (704) 699-8788  
(c) +1 (704) 699-8788  
chris.broyles@elekta.com

Elekta is pleased to submit the following Quotation for the products, software licenses, and/or services as described herein at the prices and terms stated.

The estimated pricing set out in this Quote shall expire August 15, 2021

### Elekta Infinity Bundle

#### Hardware and/or Software Price

| Description          | Currency | Price          |
|----------------------|----------|----------------|
| Total List price (*) | USD      | \$5,957,541.57 |
| Total Discount (*)   | USD      | \$4,437,541.71 |
| Total Price (*)      | USD      | \$1,520,000.00 |

\* Excluding Taxes

#### Services

| Contract Description                         | Service level | Term       | Total Service Fee (in USD) |
|--|---------------|------------|----------------------------|
| Elekta Infinity™ maintenance and support Fee | Gold          | 120 Months | \$1,700,000.00             |

\* Excluding Taxes and Consumer Price Index.

For U.S. customers, this purchase is subject to the discount provisions of the federal anti-kickback statute, 42 U.S.C. § 1320a-7b(b), and the discount safe harbor regulations at 42 C.F.R. § 1001.952(h). In accordance with such provisions, Customer shall fully and accurately report all prices paid net of discounts where appropriate, and as appropriate, in the costs claimed or charges made under any Federal or State healthcare program, and provide information upon request to Medicare, Medicaid and other applicable federal and state health care programs on all discounts and price reductions received from Supplier.

#### **Price Payment Schedule**

Unless otherwise agreed, all fees shall be due and payable in full upon final signature of an agreement. State, local, VAT and other taxes, and import/export licenses are not included in this Quotation.

#### **Software**

Unless otherwise agreed, the license fee for the Software embedded in the Hardware is included in the Price set forth above.

**Delivery Date**

Delivery date for the Deliverables is estimated to be within 120 days from date of agreement subject to payment of fees due. Delivery term shall be CIP Site as defined in Incoterms 2010.

**Pricing confidentiality**

This Quote and the pricing terms set out herein are negotiated between the Customer and Supplier and may be unique to the Customer. Therefore, and except as otherwise provided by law, Customer hereby agrees to keep the pricing arrangement confidential for a period of no less than three (3) years from the date signed quote. Customer will not use this Confidential Information in furtherance of its business, or the business of anyone else, whether or not in competition with the Supplier.

**Purchase Order:** \_\_\_\_\_

## EXHIBIT A

### Scope of Supply for Hardware and/or Software

| Qty | Description   |
|-----|---|
| 1   | <p><b>Elekta Infinity™</b><br/>Dual modality digital accelerator provides:</p> <ul style="list-style-type: none"> <li>• a choice of up to three different x-ray energies and up to 9 electron energies</li> <li>• Agility™, Elekta's integrated multi-leaf collimator, that provides full field high resolution beam shaping (5mm at isocentre), a 40 x 40cm treatment field and effective leaf tip speed of up to 6.5cm/sec, capable of covering multiple targets with interdigitation and island shapes</li> <li>• A broad spectrum of delivery techniques from 3D Conformal Radiotherapy to IMRT, VMAT- VMAT enables simultaneous and dynamic movement of the MLC while rotating the gantry in combination with varying the dose rate, gantry speed and or collimator angle to deliver a highly conformal dose.</li> <li>• XVI, offering 2D and 3D kV image guidance for advanced soft tissue visualization supporting image guided treatment workflows . XVI Software options VolumeView™, MotionView™ and PlanarView™ are included.</li> <li>• iViewGT™, offering 2D MV imaging capability supporting image guided treatment workflows</li> <li>• remote system diagnostic ready and will function with the optional Elekta IntelliMax™ service monitoring and support system. IntelliMax is enabled through software and is available during the original system warranty period or through purchase of an Elekta Advanced Service Agreement</li> <li>• Precise Treatment Table™ which comprises a vertical lift mechanism, couch base and the control system</li> <li>• low isocentric height of 124cm.</li> <li>• IntelliMax™ Intelligent Agent license is included. Any provision of services relating to the use of data collected by the Agent (via the IntelliMax Enterprise) should be negotiated as part of the Service Contract between the Customer and the BU/distributor. IntelliMax Intelligent Agent requires a dedicated PC. Provision of this PC must be negotiated between the Customer and the Elekta BU/ Distributor. A specification of the PC can be obtained from your Elekta representative. IntelliMax Intelligent Agent also requires a direct internet connection to the Agent PC opening secure port 443 (https).</li> </ul> |
| 1   | <p><b>Stereotactic MV Isocenter Setup</b><br/>Service to evaluate the MV (Gantry), and combined MV (Gantry) and table isocenter using software tool based on the Winston Lutz test. The following values will be achieved at 6 MV;</p> <ul style="list-style-type: none"> <li>• MV isocenter (Gantry): ≤ 0.7 mm radius</li> <li>• Combined MV isocenter (Gantry) and table isocenter: ≤ 1.mm radius.</li> </ul>   |
| 1   | <p><b>Goalpost Assembly</b><br/>Elekta Synergy® Platform, Elekta Synergy®, Elekta Infinity™, Elekta Axesse™ and Versa HD™ compatible standard goalposts.</p>  |
| 1   | <p><b>Agility™ Kit</b><br/>Agility - fully integrated 160 leaf Beam Shaping Device with fine resolution leaves (0.5 cm wide) across the full 40x40 cm field size. The MLC comes with a Treatment Control System Rack Cabinet and Integrity R3.X software which includes integral leaf calibration workflows. Agility is designed to support high resolution stereotactic radiation therapy and volumetric arc therapy (VMAT), providing high conformance beam shaping for these advanced delivery techniques. It also supports conventional and electron based radiation techniques.</p>  |
| 1   | <p><b>Agility head covers and touchguard</b><br/>Required for all Elekta delivery systems with the Agility beam shaping device.</p>   |
| 1   | <b>6 MV Low Energy Photon</b>   |
| 1   | <b>10 MV Mid Energy Photon</b>  |
| 1   | <b>15 MV High Energy Photon</b>   |
| 1   | <b>6 MeV Electron Energy</b>  |
| 1   | <b>9 MeV Electron Energy</b>  |
| 1   | <b>12 MeV Electron Energy</b>   |
| 1   | <b>15 MeV Electron Energy</b>   |

| Qty | Description   |
|-----|---|
| 1   | <p><b>U.S.A. Electron Flatness</b><br/>Electron flatness according to U.S.A. standards, optimized at 100 cm.</p>  |
| 1   | <p><b>Aperture Plate Electron Beam Applicator 25 x 25 cm</b><br/>Fitted with spring loaded touch guard, coded end frames and electrical connection to linear accelerator. The X-ray diaphragms are then set automatically to the optimum position. A unique hook and latch mounting system enables easy and rapid attachment.</p>   |
| 1   | <p><b>Standard Set of Aperture Plate Electron Beam Applicators</b><br/>Field sizes:</p> <ul style="list-style-type: none"> <li>• 6 x 6 cm, SSD 95 cm</li> <li>• 10 x 10 cm, SSD 95 cm</li> <li>• 14 x 14 cm, SSD 95 cm</li> <li>• 20 x 20 cm, SSD 95 cm</li> </ul> <p>Fitted with spring loaded touch guard, coded end frames and electrical connection to linear accelerator latch mounting system enables easy and rapid attachment.</p>  |
| 1   | <p><b>Factory Data Match</b><br/>The option of matching one or more new Elekta machines to each other and/or to an Elekta machine already installed on a customer site. The match is carried out during production of the new machines and the match is made to the factory data recorded in production for the existing Elekta machine.</p>  |
| 1   | <p><b>PreciseBEAM™ VMAT</b><br/>Provides Volumetric Intensity Modulated Arc Therapy which offers simultaneous dynamic control of the MLC, diaphragms, gantry and collimator. It allows continuous variable MU/degree along the arc.</p>   |
| 1   | <p><b>Combined Interdigitation &amp; CVDR license</b><br/>License providing interdigitation and Continuously Variable Dose Rate (CVDR) functionality.</p>   |
| 1   | <p><b>VMAT Treatment Planning System Manual</b></p>   |
| 1   | <p><b>VMAT CAT (Volumetric Arc Therapy Customer Acceptance Test)</b></p>  |
| 1   | <p><b>Response™ Gating Control System for Digital Accelerators</b><br/>Response provides a seamless interface that supports automated gated treatment delivery for a range of delivery techniques on the Elekta Digital Accelerator. The gating signal can be provided by a validated external motion management system, such as the Active Breathing Coordinator™.</p>   |
| 1   | <p><b>SYNERGISTIQ™ Software License</b><br/>Enables the XVI functionality to support SYNERGISTIQ. SYNERGISTIQ integrates MOSAIQ® and XVI into a consolidated and synchronized user interface.</p>   |
| 1   | <p><b>Software Media Pack, SYNERGISTIQ™ Clients</b></p>   |
| 1   | <p><b>SYNERGISTIQ™ Monitor kit</b><br/>Specification for Extender/Receiver and cable for a remote monitor. Required for sites that use SYNERGISTIQ with a remote monitor in the treatment room.</p>   |
| 1   | <p><b>kiloVoltage Cone-beam CT Hardware for Elekta Infinity™</b></p>  |
| 1   | <p><b>40kW kV generator - 480V</b><br/>The integrated 40kW kV generator provides multiple settings control via the XVI software. Acquisition parameters are configured within the preset protocol function in the XVI software, and is user configurable. The generator and X-ray tube have been optimized for the 3D VolumeView™ imaging, as well as the 2D radiographic type exposures of PlanarView™ and MotionView™.</p>  |
| 1   | <p><b>Symmetry™ License</b><br/>Symmetry is primarily indicated for respiratory motion management. It offers a unique 4D IGRT online solution that is correlated to internal organ movement. It facilitates for the planned dose to be delivered to the volume where the target spends most of its time in. This allows for margin reduction and baseline shift compensation, supporting treatment deliveries during free-breathing with no surrogates. The use of Symmetry does not require planning on a 4D reference CT.</p> |

| Qty | Description   |
|-----|---|
| 1   | <p><b>Critical Structure Avoidance</b><br/>Critical Structure Avoidance allows the registration of two separate areas of anatomy, utilizing both the clipbox and the Shaped Registration Region of Interest. XVI software will calculate the relationship of both areas of anatomy to the proposed correction vectors and alert the user if the target has moved closer to the critical structures due to anatomical changes. The user can then choose to select a compromise between the two areas, or send the patient for re-planning.</p> |
| 1   | <p><b>3D Shaped Registration Region of Interest</b><br/>The 3D Shaped Registration Region of Interest can be generated from any structure imported from the treatment planning system, or created manually using tools in the software. This allows generation of a 3D registration volume that conforms to anatomical structures.</p>  |
| 1   | <p><b>3D Automated Seed Match License</b><br/>Offers an optimized 3D registration algorithm to register implanted markers, without compromising on 3D volumetric information.</p>   |
| 1   | <p><b>Hounsfield Units</b><br/>Hounsfield Unit (HU) Scaling uses calibration measurements to calculate the HU mean accuracy to <math>\pm 40</math> HU for the small field of view for specified imaging conditions. HU Scaling changes the pixel values for the 3D VolumeView images. HU calibration provides greater soft tissue detail, ensuring a more accurate picture of where dose is being delivered, aiding in critical structure avoidance.</p>  |
| 1   | <p><b>Distributed Review</b><br/>Distributed Review allows the sending of XVI CBCT data to MOSAIQ® for review at any MOSAIQ® workstation, as well as the primary XVI workstation.<br/>Pre-requisites:</p> <ul style="list-style-type: none"> <li>• Distributed Imaging/Treatment</li> <li>• DICOM CT Export (+/- Auto DICOM CT Export).</li> </ul>  |
| 1   | <p><b>Distributed Imaging</b><br/>Distributed Imaging allows the transfer a patient between XVI systems without having to prepare the registration settings on the secondary XVI system, through MOSAIQ®.</p>   |
| 1   | <p><b>Elekta XVI Basic Calibration Kit - Bearing Phantom Assembly</b><br/>Specially designed geometric calibration phantom for kV to MV isocentre alignment. Suitable for the XVI system with the iBEAM® evo couch top.</p>   |
| 1   | <p><b>Couch top Adaptor kit for QA Phantom</b><br/>Single ball phantom table top adapter kit. This attachment supports the single ball bearing phantom which is used to calibrate the XVI imaging software to the mechanical isocenter. Fits the iBEAM®, iBEAM® evo, HexaPOD™ evo and Connexion™ couch tops.</p>  |
| 1   | <p><b>XVI Daily QA Phantom Kit</b><br/>Daily QA Phantom for kV and MV projection imaging and kV VolumeView™. Checks the laser and light field coincide and additionally provides a spreadsheet for recording and analyzing trend results.</p>   |
| 1   | <p><b>XVI Water Calibration Kit</b><br/>Water phantom calibration kit for XVI calibration. It provides a reduction in CBCT image ring artefacts in addition to image quality improvements.</p>  |
| 1   | <p><b>VolumeView™ Contrast phantom</b><br/>QA phantom to enable measurement of high resolution and contrast resolution and other image quality parameters of the VolumeView images acquired on the XVI workstation.</p>   |
| 1   | <p><b>2D Image Quality Phantom</b><br/>Image quality phantom use for 2D kV image quality to determine the low contrast and spatial resolution of XVI 2D images (PlanarView™ images). This test tool is used for the 2D image quality of the Customer Acceptance Test for XVI and can be used to monitor image quality over a period of time.</p>  |
| 1   | <p><b>Automated DICOM CT export license</b><br/>This tool uses DICOM Auto-Push for 3D images. DICOM Auto-Push automatically exports the CBCT image when you accept or save a 3D VolumeView reconstruction.</p>  |
| 1   | <p><b>Manual DICOM RT Image Export</b><br/>This tool uses DICOM to export 2D PlanarView images manually from XVI.</p>   |

| Qty | Description   |
|-----|---|
| 1   | <p><b>Auto DICOM RT Image Export</b><br/>This tool uses DICOM Auto-Push for 2D images. DICOM Auto-Push automatically exports the image when you acquire a 2D PlanarView image.</p>  |
| 1   | <p><b>DICOM CT export license</b><br/>This tool uses DICOM to export the 3D images manually from XVI to MOSAIQ®, or any 3rd party DICOM-based tool.</p>   |
| 1   | <p><b>DICOM 4D export</b><br/>4D DICOM export allows the user to export to a third party system the CBCT data as generated by Symmetry™ of:</p> <ul style="list-style-type: none"> <li>• Average phases</li> <li>• All phases</li> <li>• Single phase.</li> </ul>   |
| 1   | <p><b>Archive and retrieve to network</b><br/>Performs automatic archiving of patient images to a pre-defined network location, outside of MOSAIQ®. Archiving can be scheduled, and the network location can be specified at will. The same tool performs retrieval of files from the same location.</p>  |
| 1   | <p><b>Extra Collimators</b><br/>Provision of additional XVI collimators for imaging. Includes:</p> <ul style="list-style-type: none"> <li>• VolumeView cassettes: L10, M2, L2.</li> </ul>   |
| 1   | <p><b>Elekta Infinity™ iViewGT™</b><br/>This kit contains all of the components for iViewGT including;</p> <ul style="list-style-type: none"> <li>• A MK 6 imaging control system cabinet with the iViewGT software R3.4.1. pre-installed.</li> <li>• A rigid and fully retractable slim line MV imaging detector arm with a large, square active detector area and wide lateral and longitudinal movement adjustments. The arm has automatic and manual arm movements and is fully interlocked.</li> </ul> |
| 1   | <p><b>iViewGT™ R3.4.1 Installation Kit</b></p>  |
| 1   | <p><b>iViewGT™ R3.4.1 Software License</b></p>  |
| 1   | <p><b>iViewGT™ R3.4.1 Software License Collation</b><br/>Third Party License toolkit necessary for supporting iViewGT.</p>  |
| 1   | <p><b>Remote Retraction of the iViewGT™ detector - 30M</b><br/>This kit allows Remote Retraction of the iViewGT detector from the Function Key Pad.</p>   |
| 1   | <p><b>DICOM 3.0 software interface for image transfer</b><br/>The international standard interface protocol for network transfer of medical images.</p>   |
| 1   | <p><b>iViewGT™ IMRT Verification Software License</b><br/>This software expands existing iViewGT functions to verify multiple segment beams for IMRT. The iViewGT image acquisition is triggered automatically and the image taken depends on whether the user selects single, multiple or movie image.</p>   |
| 1   | <p><b>Template Matching Software License</b><br/>The template matching option enables the user to compare the portal image with a nominated reference image for any set-up error. The set-up error is measured by matching visible anatomy and the field edge on the referenced image with the portal image. The user can move the templates to provide an image displacement.</p>  |
| 1   | <p><b>Patient Auto Select Software License</b><br/>This enables the prescription selected on the Linac to automatically select or create that patient record on iViewGT™ or iViewC™ using the iCom-Vx protocol. In addition, images will automatically be acquired and stored in the iViewGT / iViewC database without further operator intervention.</p>   |
| 1   | <p><b>Software License Image Approval</b><br/>This allows the user, assigned with the 'review' permission, to approve or disapprove any image within iViewGT™ or iViewC™.</p>   |

| Qty | Description   |
|-----|---|
| 1   | <p><b>Las Vegas Calibration Phantom</b><br/>The Las Vegas phantom is a device that is used to check image quality of a portal imaging device at different megavoltage energies both at acceptance and as part of the corrective maintenance procedure.</p>  |
| 1   | <p><b>iBEAM® evo Couchtop</b><br/>The iBEAM evo Couchtop has no metallic components apart from the rails. The Couchtop comes complete with the following extensions;</p> <ul style="list-style-type: none"> <li>• iBEAM evo Extension 415</li> <li>• indexing bar</li> <li>• iBEAM evo Extension removable rails EP (aluminum).</li> </ul> <p>The table top comes with a fixed rail at the foot end of the couch and a removable, light weight rail for the superior couch end.</p>   |
| 1   | <p><b>iBEAM® evo Extension 650</b><br/>The iBEAM evo Extension 650 is designed to support the patients upper body and extends off the end of the iBEAM evo Couchtop by 650 mm, thus allowing for treatment of the prostate of very tall patient's.</p>  |
| 1   | <p><b>Precise Treatment Table™ or Pedestal Pit Kit</b><br/>This kit provides the necessary fixings, floor boards and template to install a Precise Treatment Table into a custom built pit or a modified Pedestal pit.</p>  |
| 1   | <p><b>Independent X/Y movement of table top</b><br/>To save time, in reaching the desired position, this kit allows the X/Y brakes to be released independently.</p>  |
| 1   | <p><b>Coded shadow tray assembly - Short</b><br/>Provides a means for attaching X-ray shadow blocks onto the head of the Linear Accelerator or Simulator. Comprising:</p> <ul style="list-style-type: none"> <li>• Shadow tray assembly with hook and latch mounting, and multi-way plug connector</li> <li>• Two removable parallel transparent Perspex™ trays, one of which may be coded.</li> </ul>  |
| 1   | <p><b>Beam Block Tray - Star Pattern</b><br/>Lexan beam block tray with holes in a star pattern. Trays are designed with threaded, removable plugs for the coding of each block. Specially designed for use with the Elekta shadow tray assembly.</p>   |
| 1   | <p><b>Hook and Latch Magnification Graticule</b><br/>Solid Frame Port Film magnification graticule that attaches directly to the linac, taking the place of the coded shadow tray, thus providing more clearance between the patient and the accessory. Used in treatment verification for situations where simultaneous fitment of blocking tray is not required.</p>  |
| 1   | <p><b>Electron Beam Field Shaping System</b><br/>For use with Electron applicators from Elekta and allows the user to easily provide Electron Beam field shaping. The system comprises:</p> <ul style="list-style-type: none"> <li>• A Universal leveling template with an adjustable arm for securing styro-foam inserts- Set of five (5) rubber molds compatible with Elekta Electron applicators <ul style="list-style-type: none"> <li>• 6cm x 6cm</li> <li>• 10cm x 10cm</li> <li>• 14cm x 14cm</li> <li>• 20cm x 20cm</li> <li>• 25cm x 25cm</li> </ul> </li> </ul> <p>Provided as part of the system is one (1) Hot Wire Cutter.</p> |
| 5   | <p><b>19-inch Control Room LCD Monitor</b></p>  |
| 1   | <p><b>Table ASU License</b><br/>In addition to normal linac ASU, the user is able to separately request the auto setup of the table isocenter from inside and outside the room.</p>   |
| 1   | <p><b>Software License Linac Record</b><br/>The Daily Record Function allows the Treatment System radiation beam information to be recorded on a continuous basis. Every time the beam is turned on it records the incidence: patient treatments or port films. This can be used as a back up for record and verify systems or for billing purposes.</p>  |
| 1   | <p><b>Software license Linac Record to file</b><br/>The Software license Linac record to file offers the user the option to configure the Linac (in Service Mode) to send the data to network file rather than to a printer.</p>  |



| Qty | Description   |
|-----|---|
| 1   | <p><b>Extended Service License</b><br/>This license allows the user extra service tools/functionality.</p>  |
| 1   | <p><b>Extender Cards</b><br/>Extender cards for fault diagnosis on the Electrical Interface Module (EIM).</p>   |
| 1   | <p><b>Linear Accelerator Manual Set</b></p>   |
| 1   | <p>MRT 15251, ASSEMBLY, CLIENT INTERFACE</p>  |
| 1   | <p><b>Turbo Starter Kit for Linear Accelerators</b><br/>Ancillary equipment required for the installation and maintenance of any Precise Digital Accelerator. Comprising:</p> <ul style="list-style-type: none"> <li>• Rotary vacuum pump</li> <li>• Turbo molecular pump attachment for rapid pump down times and higher roughing vacuum.</li> </ul>   |
| 1   | <p><b>General Function Key Pad</b><br/>The Function Key Pad provides the following features:</p> <ul style="list-style-type: none"> <li>• MV Start, Interrupt and Terminate</li> <li>• LEDs to indicate radiation on / off status</li> <li>• Linac Assisted Setup (ASU) - facilitating automatic gantry and diaphragm rotations</li> <li>• Table ASU - facilitating automatic table translations and isocentric setup</li> <li>• Imaging ASU - facilitating automatic remote retraction of the iViewGT™ detector.</li> </ul>                      |
| 1   | <p>MRT 14951 REELING ASSY XVI</p>   |
| 1   | <p><b>Remote Automatic Table Movement License</b><br/>This license enables the user to make the translation correction movements remotely and automatically at the Precise Treatment Table™. This movement can either take place following a registration as part of an on-line VolumeView imaging workflow or the table can be moved remotely and automatically to coordinates entered into MOSAIQ®.</p>   |
| 1   | <p>MRT 16901,AGILITY SERVICE TOOL</p>   |
| 1   | <p><b>Room Lasers, Green, Remote</b><br/>Set of 4 green room lasers with remote control adjustment. Comprising 3 crosshair and 1 line sagittal laser. Featuring fine lines (&lt; 1mm), high precision adjustment at the isocenter and stable mounting bracket. Inclusive of switchable (110v to 240v) power supply and universal main adaptor.</p>  |
| 1   | <p><b>Applications Training for Standard Therapy on the Desktop</b><br/>The 2-day Standard Precise Desktop Course (travel time inclusive) provides training for 4 Radiation Therapists in the clinical use of the Precise Desktop Digital Linear Accelerator. Successful participants will be equipped with the knowledge and skills to operate the system effectively. The course does not provide training in the principles or techniques used in Radiation Therapy.</p>   |
| 1   | <p><b>Applications training for iViewGT™</b><br/>The 3-day iViewGT training course (travel time inclusive), provides training for 4 radiation therapists in the clinical use of the iViewGT imaging system. Successful participants will be equipped with the knowledge and skills to operate the system effectively. The course does not provide training in the principles or techniques used in radiation therapy.</p>   |
| 1   | <p><b>XVI Applications Training</b><br/>The 4-day XVI training course (travel time inclusive) provides training for Radiation Therapists in the clinical use of the X-ray Volume Imaging portion of the Elekta Digital Accelerators. Successful participants will be equipped with the knowledge and skills to operate the system effectively. The course does not provide training in the principles or techniques used in Radiation Therapy, CT, or Diagnostic Imaging. This course is given at the customer site for a maximum of 4 users.</p> |

| Qty | Description   |
|-----|---|
| 1   | <p><b>Weekend Rigging &amp; Handling</b><br/>           Basic rigging of Linac to first floor or ground floor location outside of Elekta's normal working hours. Elekta will provide the necessary crew to offload, uncrate, rigging and machinery moving required to set system as per plan, and remove debris. Basic rigging excludes use of a crane or rigging down an elevator shaft.<br/>           Standard Rigging includes:</p> <ul style="list-style-type: none"> <li>• Make one pre-installation site visit and delivery project management.</li> <li>• Drill holes for equipment fasteners</li> <li>• Supply a 12,000 lb capacity forklift during the off loading procedure.</li> <li>• Stage and uncrate the linac machine, move all components into the facility, and set as directed.</li> <li>• Remove and dispose of all packaging that will not be reused.</li> <li>• Transport the base, gantry and beam arm into the facility/bunker on transport trolleys supplied by Elekta.</li> <li>• Set the base frame in place (Elekta will level).</li> <li>• Set the gantry drum onto the base frame.</li> <li>• Set beam arm into the gantry.</li> <li>• Install counterweight holder and stack the counterweights.</li> <li>• Supply a manual gantry lifting system to perform aforementioned setting activities and all necessary tools.</li> <li>• Supply a crew, including a rigging supervisor.</li> <li>• Include the cost of all associated resource and expenses, including related travel time.</li> <li>• Complete all rigging activities in a single day.</li> </ul> <p>Standard Rigging excludes:</p> <ul style="list-style-type: none"> <li>• Crane service.</li> <li>• Elevator, or shaft deliveries.</li> <li>• No clear access to the building (exterior).</li> <li>• Interior obstruction en route to treatment room.</li> <li>• Any shoring needed to protect the structure from the weight of the system.</li> <li>• Any shoring and/or plating needed to build temporary dock or landing area for the unit.</li> <li>• Extra long delivery routes, distances in excess of 150' from offload site to the treatment room.</li> <li>• Overtime, weekend, premium time, unless Weekend Rigging selected.</li> <li>• Additional travel expenses should the project exceed the time allotted in this scope for reasons beyond Elekta or our contractor's control.</li> <li>• Additional man-hours, manpower, travel expenses, or equipment required due to delays caused by incorrect site preparation, waiting time, or delays not caused by Elekta or our contractor will be itemized and billed to the customer at then current rates.</li> </ul> |
| 1   | <p><b>Order two sets of pre defined terminated cable kits</b><br/>           Pre installation treatment room and Inter bay terminated cable kits.</p>   |
| 1   | <p><b>iViewGT™ Amorphous Silicon detector panel for production systems.</b></p>   |
| 1   | <p><b>Standard Quadrant Cover Set</b></p>   |
| 1   | <p><b>Open Air Graticule</b><br/>           The Open Air Graticule is intended to be used for Radiation Therapy to project a scale of defined increments on port film images which can aid in treatment setup and verification. The Open Air Graticule does not require the use of a shadow tray holder and can be attached directly to the head of the Precise Treatment System or SL Linac. It consists of two wires delineating the X &amp; Y axis of the treatment field. This model of graticule is ideal for MLC customers and especially those using Elekta's iView &amp; iViewGTTM. Because the open air graticule has a minimal transmission factor, with Physic's approval, the customer does not have to re-enter the treatment room after the port film to deliver the treatment. Please see product User manual for specific treatment information.</p>  |
| 3   | <p><b>Education &amp; Training Travel Support (4-6 day course)</b><br/>           Elekta will provide reasonable and necessary travel to support completion of the Off-Site Education &amp; Training course(s) purchased under this Agreement. This Travel Support includes reasonable and necessary airfare and accommodations booked at least three (3) weeks in advance through Elekta's approved travel agent, proof of course registration at the time of booking is required. Extended airfare and accommodations beyond the duration required to travel and attend the course(s) is not permitted. This Travel Support also includes reasonable and necessary local transportation costs and up to \$100 (USD) per person per day to cover reasonable and necessary meals, which will be paid by Elekta directly to Customer (not to Customer employees) upon receipt of invoice, proof of course completion and supporting receipts. This Travel Support is available for up to two (2) years after date of Acceptance, no exceptions permitted. Price - \$2,000.00 USD (ea)</p>  |
| 1   | <p><b>Control System hardware for XVI R5.0.4</b><br/>           The XVI control system is a high specification PC which supports all aspects of the IGRT process including 2D, 3D and 4D kV image acquisition, reconstruction, and analysis using a suite of registration functionality.</p>  |
| 1   | <p><b>XVI 5.0.4 Software Licenses</b></p>   |
| 1   | <p><b>Elekta Infinity Drum and Ring Cover Set</b></p>   |

| Qty | Description   |
|-----|---|
| 1   | <p><b>Closed Circuit TV System - Color</b><br/>                     The standard CCTV system consists of two Samsung SNP-5321 (1.3 Megapixel HD) dome-shaped color cameras and two pan/tilt/zoom control mounts allowing the operator full control of both cameras.</p>   |
| 1   | <p><b>Intercom system for patient and radiographer communication</b><br/>                     The ASK-4® 501-TLI-CF is a single zone audio monitoring system with 2-way talk/listen capabilities. It consists of a remote speaker/microphone and audio base station with built-in microphone and speaker.</p>   |
| 1   | <p><b>Medical Gases SF6 for Installation and Service</b><br/>                     Includes:</p> <ul style="list-style-type: none"> <li>• 44-liter cylinder for SF6 gas</li> <li>• 115 lbs of SF6 gas</li> <li>• Regulator</li> <li>• Delivery.</li> </ul>   |
| 1   | <p><b>Medical Gases Nitrogen for Installation and Service</b><br/>                     Includes:</p> <ul style="list-style-type: none"> <li>• 16-liter cylinder for Nitrogen (N2) gas</li> <li>• Nitrogen (N2) gas</li> <li>• Regulator</li> <li>• Delivery.</li> </ul>   |
| 1   | <p><b>Elekta Linear Accelerator Physics</b><br/> <b>Objective</b><br/>                     After completing this course, attendees will:</p> <ul style="list-style-type: none"> <li>• Identify different components of an Elekta linear accelerator.</li> <li>• Operate the linear accelerator's controls.</li> <li>• Summarize the system communication and the different protocols used.</li> <li>• Operate the accelerator in service and clinical modes.</li> <li>• Perform calibration of dosimetry system.</li> <li>• Understand fundamentals of MLC control system, optical tracking, and calibration.</li> <li>• Outline the operation of imaging systems for IGRT and perform basic quality assurance.</li> </ul> <p><b>Course Content</b></p> <ul style="list-style-type: none"> <li>• Theory of Operation</li> <li>• Control Sytem and System Communication</li> <li>• Beam Measurement and Dosimetry</li> <li>• Agility Beam Limiting Device</li> <li>• Imaging Systems and Introduction to IGRT</li> </ul> <p>The application has been made to CAMPEP for 31.2 Medical Physics Continuing Education Credits (MPCEC.)<br/> <b>Duration</b><br/>                     5-day training at Elekta's Region North America LINC<br/> <b>Target Group</b></p> <ul style="list-style-type: none"> <li>• Medical Physicists</li> <li>• Medical Physics Students</li> </ul> <p><b>Pre-requisites</b><br/>                     None</p> |

| Qty | Description   |
|-----|---|
| 1   | <p><b>Medical Accelerator Quality Assurance</b><br/>After completing this course, attendees will:</p> <ul style="list-style-type: none"> <li>List all AAPM TASK GROUP 142 REPORT report tests and their recommended frequency.</li> <li>Perform Dosimetry, mechanical, safety, respiratory gating, universal wedge, MLC, and imaging tests and evaluate results of these tests.</li> <li>Evaluate all AAPM TG 142 report tests and determine applicability of each test to their clinical setting.</li> <li>Analyze potential causes of test failures in order to assist in determining necessary corrective actions in conjunction with Elekta and/or Field System Engineer.</li> <li>List Elekta linear accelerator characteristics and how they apply to TASK GROUP 142 REPORT accelerator QA.</li> </ul> <p><b>Course Content</b></p> <ul style="list-style-type: none"> <li>During this course, participants will learn about the philosophy and purpose of the recommendations given in the AAPM TASK GROUP 142 REPORT report: Quality assurance of medical accelerators.</li> <li>The recommended tests listed in the AAPM TASK GROUP 142 REPORT report will be presented and evaluated during this course in order for medical physicist to understand the clinical rational of each test, evaluate the necessity of each test for their specific clinical setting, and how to execute the tests in their clinical setting.</li> <li>The application has been made to CAMPEP for Medical Physics Continuing Education Credits (MPCEC).</li> </ul> <p><b>Duration</b><br/>3-day training at Elekta's Region North America LINC</p> <p><b>Target Group</b><br/>Certified Medical Physicists<br/>Medical Physics Students</p> <p><b>Pre-requisites</b><br/>Physics 1 : Medical Accelerator Introduction</p>  |
| 1   | <p><b>Volumetric Modulated Arc Therapy (VMAT) QA Objectives</b><br/>After completing this course, attendees will:</p> <ul style="list-style-type: none"> <li>Explain the clinical rational for the VMAT treatment technique.</li> <li>Evaluate the key factors influencing the quality of VMAT plans.</li> <li>List advantages and limitations of VMAT treatment technique.</li> <li>Explain the method by which VMAT is delivered by an Elekta linear accelerator.</li> <li>List the constraints required by the delivery system to ensure optimal treatment planning.</li> <li>Evaluate which aspects of VMAT must be tested prior to clinical use.</li> <li>Perform Picket Fence with Gantry Rotation, synchronization of dose rate and gantry speed, and synchronization of dose rate and MLC speed tests to evaluate proper performance of the Elekta medical accelerator.</li> <li>Develop and execute commissioning benchmark tests to determine baseline system performance for routine quality control testing post future repairs, upgrades, or cal checks.</li> <li>Discuss implementation strategies for patient specific measurement to determine gamma pass rate of the delivered plan.</li> </ul> <p><b>Content</b><br/>During this one-day course, attendees will learn the rationale for VMAT as a treatment technique and the different methods for creating VMAT treatment plans. The course will also cover VMAT delivery, commissioning, and quality assurance for the Elekta medical accelerator as well as advantages and limitations for VMAT as a treatment technique. The application has been made to CAMPEP for 7.75 Medical Physics Continuing Education Credits (MPCEC).</p> <p><b>Duration</b><br/>1 day</p> <p><b>Target Audience</b></p> <ul style="list-style-type: none"> <li>Certified Medical Physicists</li> <li>Medical physics students</li> </ul> <p><b>Prerequisites</b></p> <ul style="list-style-type: none"> <li>Physics 1: Medical Accelerator Introduction</li> <li>Quality Assurance of Elekta Medical Accelerators.</li> </ul> |
| 1   | <p><b>A Frame for Installation/Service</b><br/>Includes:</p> <ul style="list-style-type: none"> <li>A Frame</li> <li>Trolley</li> <li>Hoist (pulley)</li> </ul> <p>Delivery Note: Not required if iBeam is in place.</p>  |

| Qty | Description   |
|-----|---|
| 1   | 480VAC INPUT TRANSFORMER ONLY SYSTEM  |
| 1   | MRT 29661 SHFR400 KV GENERATOR MAINS FILTER ASSEMBLY  |
| 1   | <b>RGB Ric and Cable Fitting Kit</b><br>Sundries box for illuminated Center discs   |
| 1   | <b>Agility™ Beam Arm Cover (new white)</b>  |
| 1   | <b>iViewGT Linac Specific Activation License – Sun Nuclear</b><br>Allows for connectivity between the iViewGT database and the specified 3rd party dosimetry system. One license per linac.   |
| 1   | MONACO MASTER BEAM MODELS   |
| 1   | <b>Elekta Stereotactic Radiosurgery and Stereotactic Body Radiotherapy Physics Course</b><br>During this 4-day course, participants will learn the physics behind the operation of an Elekta Medical Accelerator with Agility MLC, APEX MLC, and Stereotactic Cones. Students will build on the principles of operation of the accelerator as addressed in Elekta Medical Accelerator Physics 1 and the quality assurance aspects taught in Elekta Machine QA. Students will learn about the principles of each of the systems in regards to their Commissioning, Quality Assurance and Application for SRS and SBRT. <b>Objectives</b><br>After completing this course, attendees will: <ul style="list-style-type: none"> <li>• Be able to accept, commission and QA the SRS/SBRT solution</li> <li>• Perform small field dosimetry</li> <li>• Perform commissioning measurements</li> <li>• Describe the relationship of various isocenters in the accelerator</li> <li>• Perform Winston Lutz tests</li> <li>• Explain patient immobilization options</li> <li>• Describe IGRT options for patient positioning verification</li> <li>• Explain appropriate routine QA tests</li> <li>• Perform End to End testing</li> <li>• Understand requirements of AAPM TG54, TG 101 and ASTRO Target Safety reports</li> </ul> <b>Target Audience</b> <ul style="list-style-type: none"> <li>• Certified Medical Physicists</li> <li>• Medical Physics students</li> </ul> <b>Prerequisites</b> <ul style="list-style-type: none"> <li>• Physics 1: Medical Accelerator Introduction</li> </ul> <b>Pricing Includes</b> <ul style="list-style-type: none"> <li>• Tuition for one student</li> </ul> <b>Pricing Does Not Include</b> <ul style="list-style-type: none"> <li>• Airfare</li> <li>• Hotel</li> <li>• Travel-related expenses</li> </ul> <b>Your eligibility for this course expires:</b> <ul style="list-style-type: none"> <li>• Purchased with new equipment - twenty-four (24) months after Acceptance or first clinical use, whichever occurs first.</li> <li>• Purchased directly - 24 months after Purchase Order is accepted.</li> </ul> |
| 1   | MRT 29851, CENTRE DISC ASSEMBLY, INFINITY   |
| 1   | <b>Control system CCP</b>   |
| 1   | <b>Pre-install cable kits</b>   |

| Qty | Description   |
|-----|---|
| 1   | <b>Elekta Linac Onsite Applications Training/Support</b><br>Onsite applications training follow up and/or applications support for the Elekta Linac. An Elekta Applications Specialist will review Elekta Linac workflows with staff, give workflow recommendations, and help address any problem areas.<br>Target Audience:<br>Maximum of 6 users: Radiation Therapists, Medical Physicists, Radiation Oncologist<br>Duration:<br>2 days<br>Location:<br>Customer site |
| 1   | <b>Software Media Kit, Integrity 4.0.5</b>  |
| 1   | MRT 29551, KIT, IN-ROOM MONITOR CONNECTION, CAT5 KVM, CCP   |

| Qty | Description  | License Term | Software M&S annual Service Fee |
|-----|--|--------------|---------------------------------|
| 1   | <b>SYNERGISTIQ</b><br>SYNERGISTIQ integrates MOSAIQ and Elekta IGRT devices into a consolidated and synchronized user interface that brings together, in a coordinated manner, the various systems that are required for Image Guided Radiotherapy.  | Perpetual    | \$23,020.50                     |
| 1   | <b>Connectivity to Elekta VMAT</b><br>Support for Elekta VMAT treatment techniques.  | Perpetual    | \$2,317.50                      |
| 1   | <b>DICOM Information Manager for MOSAIQ Data Director</b><br>Core module MOSAIQ Data Director. Provides standards based, full fidelity storage for all DICOM objects and DICOM RT. Provides non-DICOM storage support for many file formats and highly configurable data storage, migration and organization rules for both. | Perpetual    | \$5,407.50                      |
| 5   | <b>DICOM Device Connectivity for MOSAIQ Data Director</b><br>Access to data from DICOM sources (5 Per Core DICOM License) DICOM Data Connectivity including access to imaging devices, treatment planning systems, DICOM-based data generation devices.  | Perpetual    | \$0.01                          |
| 1   | <b>Product Transfer: Remote Installation</b><br>Transfer Product from Installed to Another. Remote installation & testing to switch from one installed product model to another (done remotely).   | NA           | \$0.00                          |
| 1   | Interface to VisionRT Positioning Device   | Perpetual    | \$3,090.00                      |
| 1   | <b>Barcode Printer Kit for MOSAIQ</b><br>Contract pass-through 3rd party product. Includes:<br>1 x ZD41022-D01E00EZ Zebra ZD410 monochrome Thermal label printer (USB)<br>2 x SLP-2RL Seiko address Labels; (White) 260 labels 1-1/8in x 3-1/2in   | NA           | \$0.00                          |
| 1   | <b>Barcode Wireless Scanner Kit for MOSAIQ</b><br>Contract pass-through 3rd party product. Includes: <ul style="list-style-type: none"> <li>• 1 x KT-2070-SL2000C1US Symbol MT2070 - Wireless Barcode Scanner</li> <li>• 1 x STB2078-C10007WR Symbol Cradle (Charger and Interface)</li> </ul>                               | NA           | \$0.00                          |
| 1   | <b>KVM Extender Kit for In-Room SEQUENCER Monitor</b><br>Contract pass-through 3rd party product. Includes:<br>1 x ACS4001A-R2 Black Box ServSwitch Single DVI-D CATx KVM Extender, USB<br>1 x A3L980-150-BLUS Belkin CAT6 150' patch cable, RJ45<br>1 x 26911 Cables to Go DVI-D M/M Display Cable - 6.6 ft                 | NA           | \$0.00                          |

**CONNECTIVITY, MONITORING AND REMOTE ACCESS DURING WARRANTY**

For Linac:

In order to provide the warranty for the Products, the Customer agrees to provide dedicated high-speed broadband internet connections suitable to establish a remote connection to the necessary components including but not limited to Linac and associated components and facilitate the realization of the required remote infrastructure, as agreed by the Parties.

If the Customer fails to provide the access described in this section and so the solution is not connected to Elekta IntelliMax<sup>®</sup> or equivalent Elekta approved solution (including any temporary disconnection), the Customer waives its rights to receive services and any uptime guarantees.

IntelliMax Agent software is installed on a standalone workstation or virtual machine. The IntelliMax Agent communicates with applicable products and acts as a gateway to the IntelliMax Enterprise (outbound via the internet). More than one IntelliMax Agent may be required for full connectivity. For more information see Elekta IntelliMax<sup>®</sup> Security Information, available from your Elekta representative.

Should remote access to the desktop of the device be reasonably necessary, IntelliMax Connect allows for either attended (mandatory for treatment machines) or unattended access (configurable during installation for software systems). Access via Elekta IntelliMax<sup>®</sup>, and details of any files transferred are recorded in an audit log which is available on upon request for a period of 12 months after the transfer.

The Customer acknowledges and agrees that notwithstanding the provisions contained in Customer's Elekta Purchase and License Agreement, Elekta shall have the ability to remotely monitor Elekta supplied systems on the Customers network via Elekta IntelliMax<sup>®</sup> to gain information and aid in diagnosis and correction of system issues. Remote Access/screen sharing, is configurable separately and can be set to only allow visibility of the customer's screens when initiated by the customer.

## EXHIBIT A-1 Scope of Supply for Services

### Elekta Care™ Gold for Elekta Oncology

#### Maintenance & Support Service Fees

|   |     |                                  |
|---|-----|----------------------------------|
| Annual Maintenance & Support Fee (*)                    | USD | \$273,610.15                     |
| Discount  |     | 37.87 %                          |
| Annual Maintenance & Support Fee offer price (*)        | USD | \$170,000.00                     |
| Term in months  |     | 120                              |
| Contract Start Date                                     |     | Upon execution of this Agreement |
| Total Maintenance & Support Service Fee (Excluding CPI) | USD | \$1,700,000.00                   |
| Price is based on invoice schedule                      |     | Annually                         |
| <i>(*) Excluding CPI</i>                                |     |                                  |

#### Payment / invoicing options

**Please indicate  
selected Invoicing  
Option**

|                               |                      |       |
|-------------------------------|----------------------|-------|
| Annual Invoicing (IN ADVANCE) | No additional charge | _____ |
| Bi-Annual invoicing           | Additional 2% fee    | _____ |
| Quarterly invoicing           | Additional 4% fee    | _____ |
| Monthly invoicing             | Additional 6% fee    | _____ |

#### Service Hours and Response Time

|                                     |   |
|-------------------------------------|---|
| Remote Services Accepted            | No  |
| Estimated spare parts response time | Within 24 hours (excluding weekends and holidays) |
| Estimated Onsite response time      | Within 12 working hours                           |



**Covered Products**

| Qty | Part Number     | Description   | Serial # |
|-----|-----------------|---|----------|
| 1   | SO025-Y         | iViewGT™ - Gold                                       |          |
| 3   | SO003-Y         | Photon Energies - Gold                                |          |
| 4   | SO014-Y         | Electron Energies - Gold                              |          |
| 1   | SO069-Y         | XVI Imaging - Gold                                    |          |
| 1   | SO067-Y         | VMAT - Gold   |          |
| 1   | SO098-Y         | Response™ - Gold                                      |          |
| 1   | SO023-Y         | Elekta Infinity™ - Gold                               |          |
| 1   | SO089-Y         | Agility™ - Gold                                       |          |
| 1   | OO_USPC_ELG     | Unique Spare Parts Electron Gun replacement coverage  |          |
| 1   | OO_USPC_IONCMB  | Unique Spare Parts Ion Chamber replacement coverage   |          |
| 1   | OO_USPC_MLCC_AG | Unique Spare Parts Coverage Agility Camera            |          |
| 1   | OO_USPC_MAGSTD  | Unique Spare Parts Magnetron replacement coverage     |          |
| 1   | OO_USPC_THY     | Unique Spare Parts Thyatron replacement coverage      |          |
| 1   | OO_USPC_XVIPNL  | Unique Spare Parts XVI Panel replacement coverage     |          |
| 1   | OO_USPC_XRAYTB  | Unique Spare Parts Xray Tube replacement coverage     |          |
| 1   | OO_USPC_IVGTPNL | Unique Spare Parts iViewGT Panel replacement coverage |          |
| 1   | OO_ISOC_CHECK   | Check of linac isocenter mechanical precision         |          |

**Elekta Care™ Gold for Elekta Oncology****LABOR AND PARTS COVERAGE**

- Management Service Reviews
- Hardware and Software Safety Releases
- Genuine Elekta Parts Availability
- Spare Parts
- Unique Components Coverage
- Corrective Maintenance (Emergency Support)
- Planned Maintenance

**SOFTWARE SUPPORT**

- Software Updates
- Software Upgrades

**SYSTEM AVAILABILITY**

- Uptime Guarantee
- Technical Support (Email/Phone)
- Application Support (telephone)
- Technical Information Supply

**REMOTE SERVICES**

- Remote Services Technical Online Support
- Remote Services Application Online Support
- Remote Services Alerts and Notifications

**BUSINESS SERVICES**

- Elekta Care™ Community
- Stereotactic MV Isocenter Check

**Agreed Available Time:** In consideration for the Service Fee above the Services shall be provided during the Agreed Available Time, as defined below:

Agreed Available Time consists of Normal Office Hours plus any Agreed Overtime Hours, if any are listed below.  
Additional Hours are any hours worked outside of the Agreed Available Time and will be charged at applicable time and material rates.

Note: All times, dates and holidays are those observed by the local Elekta office of the country in which the Site is located.

Normal Office Hours:  
08:00 - 17:00 Monday to Friday excluding holidays.

**Agreed Available Time:**

Elekta Infinity™

08:00 - 21:00

Monday to Friday excluding holidays

**Agreed discounts on:**

**Standard Spare Parts:**

Elekta Infinity™

100.00 %

**End of Life and Guaranteed Support:** The supply of Services is subject to the End of Life and End of Guaranteed Support policy.

**Removed Parts:** Any part removed from the Products and replaced by a replacement part or on behalf of Elekta under this agreement shall become the property of Elekta upon removal. Elekta shall be free to dispose of or use any removed parts at its discretion.

**ELEKTA, INC. HOLIDAY SCHEDULE**

NEW YEAR'S DAY  
MEMORIAL DAY  
INDEPENDENCE DAY  
LABOR DAY  
THANKSGIVING DAY  
DAY AFTER THANKSGIVING  
CHRISTMAS EVE  
CHRISTMAS DAY

## EXHIBIT A-2 ELEKTA CARE COVERED MODULES

The following section describes all the Elekta Care™ service modules available. Each section shall only apply where it is specifically referred as an included module in the Service Scope of Supply.

### 1. LABOR AND PARTS COVERAGE

#### 1.1 Management Service Reviews

The local Elekta service manager will conduct a periodic management meeting. This will take place either in person or remotely as agreed between the Parties, with the intention of reviewing the performance of both Elekta and the Products, and to mutually plan any activities or changes needed for the period ahead.

#### 1.2 Hardware/Software Safety Releases

The supply, and, where the Customer is unable to do so itself, installation of all software and hardware releases declared by Elekta, via the publication of a mandatory Field Change Order, as necessary to maintain the safe operation of the Products.

#### 1.3 Genuine Elekta Parts Availability

Availability of Unique Elekta product spare parts, Field Replaceable Units or modification kits by Elekta's Lifecycle Stock Control Management System to ensure availability throughout the expected system lifetime.

#### 1.4 Spare Parts

Should any Product or part be defective in material or workmanship and/or does not perform according to the Product's Specifications, Elekta shall supply and deliver at its cost any replacement spare parts necessary to restore compliance with the Specifications. Consumable parts, and Unique Components, or those parts required to be replaced as part of the planned maintenance are not covered by this module.

Elekta may use refurbished parts and components to replace any defective parts or component.

Customer's rights under this module shall not apply if the Product or part is a Third Party Product or is defective as described above due to (a) accident or negligence or intentional act or omission of customer or customer's representative (b) if the Product or parts have been used or stored in a manner not authorized by Elekta, (c) lack of routine care or maintenance as indicated by Elekta, (d) modification of the Product not performed by a certified Elekta engineer, (e) the Product or part being declared End of Guaranteed Support or End of Life.

#### 1.5 Unique Components Coverage

Unique Components are spare parts not covered under the general Spare Parts Module. The same terms as applicable to the Spare Parts module above are applicable to this module. This module shall only apply if the Service Agreement is for a minimum duration of 3 years or has been in existence and renewed in the 3 years preceding the replacement of the Unique Component.

The Unique Components are:

- All Imaging panels
- All X-Ray Tubes
- All Ion Chambers
- All MLC Cameras
- All Magnetrons
- All Thyratrons
- All Image Intensifiers
- All Electron Guns

#### 1.6 Corrective Maintenance (Emergency Support)

On-site technical support by Elekta-certified engineers to resolve urgent technical issues.

The service includes a report detailing any actions undertaken and any additional work the engineer recommends needs to be addressed.

Emergency Support is carried out during the Agreed Available Time. Any activity undertaken by Elekta engineers outside of the Agreed Available Time will be charged at applicable overtime rates.

The response time to guarantee an on-site visit is as specified in exhibit A-1 of this Agreement.

Any spare parts needed for the repair are not included in this option. Inclusion of travel time and costs are only included if specifically agreed between the Parties in writing.

#### 1.7 Planned Maintenance

Elekta shall perform site visits for the purposes of planned maintenance ("PM"). The number and duration of the visits required shall vary according to the products covered and will be in accordance with the Elekta planned maintenance schedules published at the time.

Unless specifically agreed otherwise, all planned maintenance will be carried out during Normal Office Hours.

Elekta will make available the recommended schedule including the duration of visits, time between visits and general scope of work at the beginning of each agreement year. Mutually convenient dates will then be agreed upon between Elekta and the Customer. Should additional work be required over the agreed planned activity, this will be charged at Elekta's current rates.

The cost of supply of spare parts or consumables other than those identified by Elekta as being part of the standard planned maintenance and found to be required during the planned visits are not included in this module.

Elekta shall issue a report detailing the actions undertaken during the planned maintenance visits and any additional recommended work.

### 2. SOFTWARE SUPPORT

There are various possible Software Support modules depending on your selected service agreement level: Software Updates, Software Upgrades and New Licensable Software, as defined below. To each module, the "General Conditions" below shall apply.

#### 2.1 Software Updates

Updates are minor improvements, patches, or service pack releases to a version of software, but do not upgrade the software to the next major version (if one exists).

#### 2.2 Software Upgrades

Upgrades are major software releases of feature enhancements and performance improvements to existing licensed software functionality. This option does not cover the transition onto alternative or next generation platforms.

#### 2.3 General Conditions

Updates/Upgrades do not include the supply of any new licensed software modules should they exist in the Update or Upgrade being provided.

Updates/Upgrades/New Licensable Software may only be installed as part of this module if the customer is on the most current software release at the time this Agreement is entered into.

Updates/Upgrades/New Licensable Software installation will be scheduled at times convenient to both the Customer and Elekta, but within Normal Office Hours. The responsibility for installation may be that of Elekta or Customer, depending which Software is being installed.

The supply and/or installation of any necessary hardware or software to run any Updates/Upgrades/New Licensable Software is not included, unless required by local laws or regulations, or if the Update/Upgrade/New Licensable Software falls within the description of the Hardware/Software Safety Releases module, in which case the provisions of the Hardware/Software Safety Release module apply.

The Customer shall ensure adequate personnel are present on Site at the time of (remote) installation to assist with the installation of the Updates/

Upgrades/New Licensable Software. Elekta may install the Updates/Upgrades/New Licensable Software remotely, in which case the Customer shall give Elekta sufficient access to the relevant systems and Products.

On-site training is not included, unless specifically agreed otherwise, for Updates and Upgrades. The duration of any training and whether this is performed remotely or on site will depend upon the specific features and will be agreed between the Parties. On-site application training for the new features (New Licensable Software) is included and shall take place at the time of installation.

**3. SYSTEM AVAILABILITY**

The Customer will respond to any alerts provided by the Products or Elekta and will take appropriate action to manage any such alerts. Information on actions can be found in Instructions for Use or as otherwise notified to the Customer by Elekta from time to time.

The Customer will inform Elekta in a timely manner and in advance of any planned power outages.

**3.1 Uptime Guarantee**

Elekta hereby guarantees that the Hardware will achieve an annual Uptime listed in the Service Scope of Supply for the duration of this Agreement.

Uptime statistics will be evaluated for each successive twelve (12) month period from the Effective Date ("Contract Year").

Uptime percentage will be calculated using the following formula:

$$\text{UPTIME} = \frac{\text{Agreed Available Time} - \text{Downtime}}{\text{Agreed Available Time}}$$

For the purposes of the Uptime calculation, Agreed Available Time shall be as noted in the Service Scope of Supply and shall exclude time set aside by the customer or in mutual agreement between the customer and Elekta for planned activities such as planned maintenance, system modifications, improvements and/or updates or customer-initiated treatment shutdowns.

Downtime, with the exclusions set out below, means the aggregate hours within the Agreed Available Time during a Contract Year, when the Product(s) are inoperable solely due to system failure in the Product(s) which, as a result thereof, cannot be used for patient treatment. For the avoidance of a doubt, if a specific system component is inoperable but a patient can still be treated, the Product(s) will be classified as degraded and will not constitute Downtime.

Downtime begins when a Customer calls Elekta Care Support during the Agreed Available Time notifying that, due to an unplanned event, the Customer is no longer able to treat patients and the Product(s) is available for immediate servicing. Downtime continues during the Agreed Available Time period until repair has been completed and the Elekta engineer returns access to the Product(s) back to the customer for them to initiate QA procedures and thereafter allow clinical use to recommence. Start and end of Downtime shall be as documented within the Elekta service management system.

Any repair time or inoperability that occurs outside the Agreed Available Time is excluded from the Downtime calculation.

All system failures, damage or malfunction of the Product(s) caused by the Customer or a third party either through act or failure to act (e.g. through misuse, operator error) or by breach of the Customer's undertakings under the Agreement (including failure to act according to manuals and handbooks) or by external causes beyond Elekta's control (e.g. power failure or failure of environmental systems) are excluded from the downtime calculation.

Where applicable, enabled Remote Services and Unique Component Coverage, as defined in this Agreement, are pre-requisites for any uptime guarantee commitment.

If the Hardware fails to achieve the specific Uptime criteria on average over a Contract Year, then Customer shall benefit from a discount, applicable to the agreed service for the applicable Product for the Contract Year following

that in which the Uptime has not been met. This discount shall be the sole and exclusive remedy for any failure to meet the Uptime Guarantee.

| Percentage Uptime |     | Linac |
|-------------------|-----|-------|
| From              | To  | Gold  |
| 99                | 100 | 0.0%  |
| 98                | 99  | 0.0%  |
| 97                | 98  | 0.0%  |
| 96                | 97  | 3.0%  |
| 95                | 96  | 4.0%  |
| 94                | 95  | 5.0%  |
| 93                | 94  | 6.0%  |
| 92                | 93  | 7.0%  |
| 91                | 92  | 8.0%  |
| 90                | 91  | 9.0%  |
| <90               | 90  | 10.0% |

**3.2 Technical Support - Email/Phone**

Access to the Elekta Care Support line or an Elekta Care representative, providing technical assistance and advice to ensure optimal system uptime. Access to Elekta Care Support is provided during Normal Office Hours only.

**3.3 Application Support - Telephone**

Direct access to the Elekta Care Support line, providing clinical and applications expertise to ensure optimal use of the system.

Access to Elekta Care Support is provided during Normal Office Hours only.

**3.4 Technical Information Supply**

Includes provision of technical information and bulletins designed to keep the Customer up-to-date with regards to the covered products.

Typical information includes, but is not limited to:

- Current and pending software updates & upgrades,
- Upcoming events and training opportunities,
- Important service announcements.

**4. CONNECTIVITY, MONITORING AND REMOTE ACCESS**

For Linac, MOSAIQ and Monaco:

In order to provide Services to the Products, the Customer agrees to provide dedicated high-speed broadband internet connections suitable to establish a remote connection to the necessary components including but not limited to: Linac and associated components; Monaco and MOSAIQ; and facilitate the realization of the required remote infrastructure, as agreed by the Parties.

If the Customer fails to provide the access described in this section 5 and so the solution is not connected to Elekta IntelliMax® or equivalent Elekta approved solution (including any temporary disconnection), the Customer waives its rights to Services and Uptime Guarantees.

IntelliMax Agent software is installed on a standalone workstation or virtual machine. The IntelliMax Agent communicates with applicable products and acts as a gateway to the IntelliMax Enterprise (outbound via the internet). More than one IntelliMax Agent may be required for full connectivity. For more information see Elekta IntelliMax® Security Information, available from your Elekta representative.

Should remote access to the desktop of the device be reasonably necessary, IntelliMax Connect allows for either attended (mandatory for treatment machines) or unattended access (configurable during installation for software systems). Access via Elekta IntelliMax<sup>®</sup>, and details of any files transferred are recorded in an audit log which is available on upon request for a period of 12 months after the transfer.

Customer acknowledges and agrees that notwithstanding the provisions contained in Customers Elekta Purchase and License Agreement, Elekta shall have the ability to remotely monitor Elekta supplied systems on the Customers network via Elekta IntelliMax<sup>®</sup> to gain information and aid in diagnosis and correction of system issues. Remote Access/screen sharing, is configurable separately and can be set to only allow visibility of the customer's screens when initiated by the customer.

#### **4.1 Remote Services Technical Online Support**

Secure remote access and phone communication for quick problem resolution, pre-checks prior to on-site visits and over the shoulder support.

This option is a prerequisite for any Uptime Guarantee unless otherwise agreed.

Technical Online Support is only available during Normal Office Hours.

For Leksell Gamma Knife

The service, except over the shoulder support, which will not be supported, will be included when available.

#### **4.2 Remote Services Application Online Support**

Secure controlled remote access and phone communication for guided application advice to safeguard clinical availability and enable refresher training.

Applications Online Support is only available during Normal Office Hours.

#### **4.3 Remote Services Alerts and Notifications**

The ability to receive e-mail of system failures or recommended pre-emptive actions before problems occur.

Alerts and Notifications are available at any time when the Elekta system is running and connected to Elekta IntelliMax<sup>®</sup>.

### **5. BUSINESS SERVICES**

#### **5.1 Elekta Care™ Community**

Access to the Elekta Care™ Community providing a range of useful system and product information.

Information on the community changes all the time, but typically includes:

- Proactive & preventive information and articles
- Frequently Asked Questions
- Knowledge bases
- Documentation
- Useful training information

#### **5.2 Stereotactic MV Isocenter Check**

Elekta will maintain MV (Gantry) isocenter less than or equal to 0.7mm radius, and combined MV (Gantry) and table isocenter less than or equal to 1mm radius at 6MV.

Unless agreed otherwise, the yearly Stereotactic MV Isocenter Check will be part of the planned maintenance procedure and will be carried out during Normal Office Hours. Customer may also perform its own isocenter checks at any time. If the Customer finds the isocenter is out of specification, it should notify Elekta so that Elekta can perform a corrective action. Any

necessary Corrective maintenance required to maintain these tolerances will be done in accordance with terms in section Corrective Maintenance (Emergency Support) of the existing maintenance agreement.

# QUOTE



Radiological Imaging Technology, Inc.  
5065 List Drive  
Colorado Springs, CO 80919-3321  
Phone: (719) 590-1077

QUOTE FOR:

UNC Hospitals  
Attn: Accounts Payable Department  
4400 Emperor Boulevard  
Suite 100  
Durham, NC 27703

| DATE      | QUOTE | ACCOUNT # | TERMS  | REP |
|-----------|-------|-----------|--------|-----|
| 5/19/2021 | 3170  | 101995    | Net 30 | RIT |

| Quantity | ITEM                    | DESCRIPTION   | TOTAL    |
|----------|-------------------------|---|----------|
| 1        | SW - RITG142 Satellite  | RITG142 Radiation Therapy QA Software (one seat) for a Satellite facility<br>Satellite Facility: McCreary Cancer Center   | 6,500.00 |
| 1        | PMP - RITG142           | RITG142 Radiation Therapy Software - Annual Product Maintenance<br>Program Renewal (UNC Main Facility)  | 2,500.00 |
| 3        | PMP - RITG142 Satellite | Satellite for RITG142 Radiation Therapy Software - Annual Product<br>Maintenance Program Renewal (Rex, Hillsborough and Rockingham)<br>Renewal Period: December 19, 2020 to December 19, 2021 | 1,500.00 |
|          |                         | *Main facility must have current Product Maintenance Program membership<br>to purchase Satellite License  |          |
|          |                         | Please fax PO's to 719-590-1071 or email to<br>Accounts@radimage.com  |          |
|          |                         | This quote is valid for 30 days.  |          |

Taxes: RIT is only licensed to collect taxes in Colorado. Any other associated state or local taxes must be paid by the Medical Center directly to the appropriate agency.

**TOTAL**

USD 10,500.00

COMPANY PROPRIETARY AND CONFIDENTIAL  
REVISION DATE: 2019-05-14

Bill To  
 UNC Healthcare McCreary Cancer Center  
 212 Mulberry St. SW  
 Lenoir, NC 28645  
 UNITED STATES

Ship To  
 UNC Healthcare McCreary Cancer Center  
 212 Mulberry Street SW  
 Lenoir, NC 28645  
 United States

|           |           |
|-----------|-----------|
| Date      | 5/13/2021 |
| Quote #   | Q-21479-2 |
| Date Exp. | 6/30/2021 |

Questions? Contact: Josh Sykes at [joshsykes@sunnuclear.com](mailto:joshsykes@sunnuclear.com) or by phone at +1 314-497-5959

Important:

Please provide a desired ship date when submitting your PO (For Capital Product Purchases only).

For Purchase Order processing, please email orders to [Orders@sunnuclear.com](mailto:Orders@sunnuclear.com) and reference the Sun Nuclear quote number on the Purchase Order.

| Part #  | Description  |                        |
|---------|--|------------------------|
| DBPQM-P | <p><b>Sun Nuclear Patient Quality Management Package</b></p> <p>ArcCHECK 4D Isotropic Arc Delivery QA<br/>           The world's most selected independent 4D measurement array and the only detector array specifically designed to identify errors in rotational delivery. Recommended by AAPM Task Group 218 for 3D measurement requirements, the cylindrical detector array measures and correlates gantry angle, leaf-end position, absolute dose and time to identify any potential source of error throughout the patient volume IMRT, VMAT, SBRT, Tomo, Halcyon and MRgRT.</p> <p>ArcCHECK CavityPlug<br/>           Simplify isocenter dose measurement using a standard detector and allow for more advanced analysis with ArcCHECK and 3DVH software.</p> <p>Customer Training<br/>           Training Voucher for one day on site product training. Includes one full day of in depth product training by a qualified Sun Nuclear representative. Refer to Product Training Datasheet for the number of training units that need to be allocated for each product (one training unit = 1 day). Additional consecutive days can be purchased at a discounted price. Allow 4 weeks minimum for scheduling.</p> | Total    USD 72,975.50 |

Is a PO required for the purchase or payment of the products on this order (customer to complete)  Yes  No

Please Note:

- This quotation is confidential and not to be shared with any parties outside UNC Healthcare McCreary Cancer Center
- Pricing is contingent on receiving purchase order by 6/30/2021
- Please reference quote number Q-21479-2 on Purchase Order
- Please execute signature page of quotation which follows the T's and C's



## Sun Nuclear Standard Terms & Conditions of Sale

This Agreement (defined below) is a contract for the sale and/or license of Products (defined below) to the customer to whom the quotation to which these terms are attached is issued ("Customer") by Sun Nuclear Corp. ("Sun Nuclear" or "SNC").

- 1 The terms and conditions specified herein govern the sale by SNC to Customer of the hardware products, software licenses and/or services referenced in the quotation to which these terms are attached (collectively, the "Products"). Where applicable, any training, installation, support, and maintenance services may also be separately identified as the "Services". Collectively, the quote, along with these terms and conditions and any exhibits or attachments thereto, form the contract under which SNC sells the Products and pursuant to which Customer purchases the Products from SNC (the "Agreement"). Upon execution of this Agreement by Customer prior to the expiration of the quote, or upon issuance by Customer of a purchase order referencing the quote that is accepted in writing by SNC (which shall also constitute acceptance of this Agreement and the terms herein by Customer), this Agreement, including any SNC software end user license agreement or other SNC terms expressly incorporated herein, shall collectively constitute the entire agreement between the parties with respect to the purchase of such Products. No other terms, including any terms and conditions included in Customer's purchase order or other procurement document or any terms and conditions which are implied by trade, custom, practice or course of dealing, shall apply. Any changes to the pricing or other terms must specifically be agreed to in a writing signed by an authorized representative of SNC before becoming binding on either party. SNC sales representatives do not have the authority to bind SNC or make any representation in respect of credit or any other matter which deviates from standard policy. The terms of any exhibits, attachments, or appendices referenced herein or attached hereto are incorporated by reference into this Agreement.
- 2 Until execution of the Agreement by both parties or issuance by Customer of a purchase order referencing the quotation that is accepted in writing by SNC, this quotation is an offer by SNC that can be modified or cancelled by SNC at any time. Unless otherwise specified in writing by SNC in the quote, quotations will expire thirty (30) days after issuance.
- 3 Payment Terms.
  - 3.1 Payment terms for all purchases are Net 30 from the invoice date. Amounts payable for Products (including software license fees) are invoiced at the time of shipment of the Products. In cases where software Products are delivered by making the software available to the Customer to download, amounts payable for such software Products are invoices at the time the software is made available to Customer for download. Amounts payable for SNC application software products licensed on a perpetual basis are invoiced at the time the software is shipped or made available to the Customer for download. Amounts payable for SNC application software products licensed on a term basis are invoiced annually in advance and may be subject to additional terms as specified in Exhibit C attached hereto, if applicable. Amounts payable for the Products are as set forth in the quotation, subject to adjustment for licenses to SNC application software licenses provided on a term basis and associated hosting services for hosted application software products as provided in Exhibit C, if applicable.
  - 3.2 Payment must be made using a payment method accepted by SNC for the applicable order. SNC accepts payment by wire transfer, ACH, or check. Other payment methods require SNC's prior written approval, may only be available for orders meeting certain requirements, and may be subject to additional charges. SNC will assess handling charges in the amount of \$100.00 for any dishonored check received from the Customer.
  - 3.3 Prices do not include applicable taxes. SNC will collect and remit the appropriate taxes for some U.S. states. If applicable taxes are not on SNC's invoice, Customer is responsible for remittance of appropriate taxes. Notwithstanding the foregoing, Customer may provide SNC with a tax exemption certificate acceptable to the relevant taxing authority, in which case, SNC will not charge and or collect the taxes covered by such certificate. Such tax exempt certificate must be provided prior to Customer's purchase, and must be updated annually.
  - 3.4 Undisputed past due amounts are subject to a late service fee charge of 18% per annum (1.5% per month), or the maximum allowed by law, whichever is lower. Customer further agrees to indemnify SNC for all collection fees, legal fees and all other fees and expenses which SNC incurs should Customer fail to pay amounts not subject to good faith dispute when due. Customer agrees to advise SNC of any disputes with respect to invoiced amounts in writing within 10 days of receipt of invoice. Failure to properly notify SNC of any such dispute within such time period constitutes a waiver of such dispute. Any payment made will be applied first to late service fee charges, if any, and thereafter to the outstanding principal amount. Any payments made in respect of credit transactions shall first be applied to the accumulated service charge, if any, and thereafter to the principal amount of the outstanding debt.
  - 3.5 SNC may suspend delivery of Products or Services or terminate any Agreement for Products or Services prior to payment in full for such Products or Services in the event Customer fails to pay all amounts due for such Products or Services when due.
- 4 Confidentiality.
  - 4.1 Customer will not directly or indirectly publish, disclose to any third party, or use for any purpose other than to fulfill its obligations under this Agreement, any information of a confidential nature (including but not limited to the pricing and terms set forth in the Quotation and the other terms of this Agreement, or information relating to the products (including technical information and written product specifications), services and business of SNC), which is learned, observed, developed, acquired, or derived by Customer in connection with this Agreement or from association with SNC ("Confidential Information"), unless SNC gives you prior written authorization to do so. For the avoidance of doubt, disclosure of the quotation or the pricing and terms set forth herein by Customer to any group purchasing organization is a violation of this Section 4. All Confidential Information remains the property of SNC and no license to any rights not specifically authorized herein is granted by this Agreement.
  - 4.2 This prohibition against disclosure to others will not apply to information: (i) after it is clearly and prominently disclosed to the public by SNC in writing; (ii) known or developed independently by Customer without use of SNC Confidential Information; or (iii) disclosed to Customer by a third party with no obligations of confidentiality.

- 4.3 The parties acknowledge that the Confidential Information is unique and valuable, and that breach of this Section 4 by Customer will result in irreparable injury to SNC. Therefore, in the event of a breach or threatened breach of this Section, SNC will be entitled to specific performance and injunctive or other equitable relief in addition to any other remedies available.
- 4.4 The provisions of this Section 4 will survive termination of this Agreement.
- 5 Customer must not, directly or indirectly, analyze, reverse engineer, decompile, disassemble, translate or convert any Products, or apply any procedure or process to any Product in order to ascertain, derive, or appropriate for any reason or purpose, the source code or source listings for software or any trade secret or other proprietary information or processes embodied by or otherwise contained in the Products, except to the extent such prohibitions are void under applicable law. This provision will survive termination of this Agreement.
- 6 Term and Termination.
- 6.1 The term of this Agreement shall begin on the date of last signature hereto, or, if Customer issues a purchase order that references the quotation to which these terms are attached that is then accepted in writing by Sun, the date of such written acceptance. This Agreement shall remain in force until the parties have completed their obligations under this Agreement (e.g., if the quotation includes the sale of support and maintenance Services for four years, then the term of this Agreement shall be four years). Fees paid by Customer under the terms of this Agreement are non-refundable, except where specifically permitted otherwise herein, and this Agreement (and the Products and Services sold hereunder) is non-transferable, except as specifically authorized herein.
- 6.2 Once executed, the Agreement is non-cancellable by Customer, except in the instance of termination by Customer as specifically authorized in Section 6.3. This includes but is not limited to multi-year commitments by the Customer to purchase Products, as the parties understand and acknowledge that the terms offered herein, including but not limited to pricing, contemplate and are offered based upon payment for the full term of the Agreement, as specified in the quotation.
- 6.3 Both parties may terminate this Agreement, and SNC shall cease providing Products and Services hereunder, in the instance of an allowable termination of this Agreement as specified below. In any instances of permitted termination by Customer, no refunds shall be due except for any prepaid but unused fees for Services that will no longer be delivered due to the termination. In such instance, prepaid fees will be refunded on a prorated basis.
- 6.3. In the event that either party breaches any provision of this Agreement, the non-breaching party shall provide written notice to the other party of such breach. If the breach is not able to be remedied, or if the breaching party fails to remedy the breach within thirty (30) days from the written notice, the non-breaching party may terminate the Agreement effective at the end of the 30-day notice period.
- 6.3. Either party may terminate this Agreement and all non-perpetual licenses hereunder immediately upon written notice to the other party in the event the other party becomes insolvent, makes an assignment for the benefit of creditors, files a voluntary bankruptcy petition or becomes the subject of an involuntary bankruptcy proceeding under Chapters 7, 11, or 13 of the US Bankruptcy Code which is not dismissed within thirty (30) days following the date filed, or is adjudicated bankrupt.
- 6.3. In the event the purchase price of any Products has been amortized for payment over the term of the Agreement, then upon expiration or termination of such Agreement for any reason, any portion of the amortized purchase price of such Products not yet paid as of the date of expiration or termination will become immediately due and payable upon such expiration or termination. Customer agrees to pay all amounts payable pursuant to this Section immediately upon receipt of invoice from SNC.
- 7 Limited Warranty.
- 7.1 Except as otherwise provided herein, the hardware Products include a limited warranty against defects as described in the quotation, and as further described in the SNC Product Warranty document attached hereto as Exhibit A, the terms of which are incorporated by reference herein. Unless another term is specified in the quotation or this Agreement, the hardware Products are warranted for a term of twelve (12) months from the date specified in Exhibit A.
- 7.2 The stated warranty is provided by SNC only for hardware Products manufactured by SNC. Customer's exclusive remedies for breach of such warranties shall be repair or replacement of the affected Products, at SNC's sole discretion. For third party products, only the warranty assigned by SNC to the extent provided by the manufacturer (resale items) of the particular component or system is provided. No other warranty is provided.
- 7.3 THE LIMITED WARRANTIES DESCRIBED IN THESE TERMS ARE EXPRESSLY GIVEN IN LIEU OF, AND EXCLUDE, ALL OTHER EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS, OR CONDITIONS, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND/OR NON-INFRINGEMENT.
- 8 Indemnification.
- 8.1 SNC agrees to defend Customer from and against any third-party claims brought against Customer that any SNC manufactured hardware Product sold or SNC software Product licensed pursuant to the Contract infringes upon or misappropriates any U.S. patent, copyright, trademark or trade secret of a third party (a "Claim"), and will indemnify and hold Customer harmless from and against any damages, costs and reasonable attorney's fees agreed in a settlement of such claim or awarded in a final judgment on such claim. As a condition of this indemnification obligation, Customer must promptly notify SNC of a Claim, must tender to SNC (and/or its insurer) full authority to defend or settle the Claim, and must reasonably cooperate with the defense. If any SNC Product's use by Customer is enjoined as a result of any Claim, or in SNC's opinion, the Product is likely to become subject to a Claim, SNC may, at its expense and sole option, modify the Product so that it becomes non-infringing, substitute for the infringing Product another product having a functionality substantially equivalent to the Product, procure for Customer the right to continue to use the Product, or accept return of the Product and refund the purchase price (less reasonable depreciation). SNC's obligations under this paragraph will not apply to Claims to the extent arising from (a) modification of the SNC Product other than modifications performed by or at the request of SNC, (b) combination of the SNC Product with any other product, technology or materials, (c) compliance with Customer's designs, specifications, or instructions, or (d) methods of use of an SNC Product.
- 8.2 With respect to liability to third parties for bodily injury or death arising from the use or operation of any SNC Product, each party will be responsible for the portion of such liability that reflects its relative fault. Each party agrees to defend the other party from and against any third-party claims for bodily injury or death to the extent arising from its negligent acts or omissions and will indemnify

- and hold the other party harmless from and against any damages, costs and reasonable attorney's fees agreed in a settlement of such claim or awarded in a final judgment on such claim. As a condition of this indemnification obligation, the indemnified party must promptly notify the indemnifying party of the claim, must tender to the indemnifying party (and/or its insurer) full authority to defend or settle the claim, and must reasonably cooperate with the defense, at the expense of the indemnifying party.
- 8.3 Customer shall and does hereby agree to defend SNC from and against any and all third party actions, claims, demands, lawsuits, or proceedings of any kind (collectively, "Proceedings") arising from or relating to Customer's alleged or actual breach of the covenants set forth in Section 12 below, and further agrees to indemnify and hold SNC harmless from and against any and all awards, costs, damages, judgments, liabilities and harm of any kind, including without limitation, reasonable attorneys' fees, suffered or incurred by SNC in connection with any such Proceedings.
- 9 Limitations of Liability.
- 9.1 IN NO EVENT SHALL SUN NUCLEAR BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR ANY INDIRECT, SPECIAL INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST SAVINGS, LOST PROFITS OR BUSINESS INTERRUPTION), ARISING OUT OF OR PERTAINING TO THE SUBJECT MATTER OF THE CONTRACT, EVEN IF NOTIFIED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.
- 9.2 SUN NUCLEAR'S TOTAL AGGREGATE LIABILITY SHALL NOT EXCEED THE AMOUNTS ACTUALLY PAID BY CUSTOMER UNDER THE CONTRACT FOR THE SPECIFIC PRODUCT OR SERVICE FROM WHICH THE CLAIMS AROSE (OR IN THE CASE OF PRODUCTS OR SERVICES PROVIDED FOR A SPECIFIED TERM, THE TOTAL AMOUNTS ACTUALLY PAID BY CUSTOMER FOR SUCH PRODUCT OR SERVICE DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE FIRST CLAIM HEREUNDER).
- 9.3 The exclusions and limitations set forth in this Agreement shall not apply to exclude or limit liability to the extent that such liability cannot be limited under applicable law. Customer acknowledges that the exclusions and limitations of liability in this Agreement are a material part of the bargain between the parties and are reflected in the pricing of products and services, which would be higher without such limitations.
- 10 All third-party products sold by SNC are subject to that third party's terms and conditions, including, but not limited to, usage guidelines and restrictions, software licenses, warranties, and any other terms.
- 11 Shipping.
- 11.1 Shipping terms for hardware Products are Ex Works Shipping Point (Origin) (Incoterms 2010). Risk of loss will pass to Customer upon tender to the carrier. Unless otherwise provided in the quotation or unless Customer requests to arrange and pay for shipping directly with its own carrier of choice, SNC will arrange for shipment and freight insurance from SNC dock to Customer dock, at Customer's expense, and such shipping costs will be included on SNC's invoice. In such case SNC will help manage shipping related issues during transit and will provide Customer with reasonable assistance in making claims under freight insurance in the event of damage during shipment. Customer agrees to inspect Product(s) and advise SNC of any defects in writing within 10 days of receipt of such Products. Failure to properly notify SNC of any defective Product(s) constitutes a waiver of any and all related claims, provided, however, that this provision shall in no way affect or limit Customer's rights under any SNC warranty, or where such rights cannot be limited under applicable law.
- 11.2 SNC will retain a purchase money security interest as defined in Section 9103 of the Uniform Commercial Code or any similar non-U.S. law in all Products sold or licensed by SNC under this Agreement and all proceeds thereof until SNC has been paid in full. Customer agrees to execute and appoints SNC as its attorney-in-fact and authorizes SNC from time to time to execute and file financing statements and/or other similar instruments necessary to perfect any security interest. Title in the Products sold shall pass to Customer upon payment in full for the Products. Upon request from SNC, Customer agrees to immediately relinquish and return all unpaid Products in their original condition to SNC, subject to a 20% restock fee or costs required to return any such hardware products to their original condition, whichever is higher.
- 11.3 SNC may, at its discretion, substitute a quoted Product part number for an equivalent Product part number. Any substituted Product part number will be equivalent in form, fit, and function to the quoted Product part number and comply with all local rules and regulations.
- 11.4 Subject to SNC approval, Customer may return unused Products within 30 days from the shipping date subject to a 20% restocking fee and Customer must pay for the return shipping charges. All approved returns must have an RMA (Return Materials Authorization) number issued by SNC. Special order products (Resale items) cannot be returned without the express written consent of the manufacturer. Customer must pay for the return shipping charges. Unauthorized returns (i.e., those without an RMA # provided) will be rejected and returned at Customer's expense.
- 12 Software Products; License.
- 12.1 SNC-manufactured hardware Products may contain operating system software and other system software such as utility software and firmware ("System Software"). SNC or its licensors own all System Software. SNC hereby grants Customer, only for so long as Customer shall own the Sun-manufactured hardware Product for which the System Software is intended for use, a limited, personal, non-transferable, non-exclusive license to use the System Software for such hardware Product as part of the normal operation and maintenance of the hardware Product, subject to the terms and restrictions herein.
- 12.2 License. The Products purchased may include SNC System Software or standalone SNC application software Products (collectively, "Software"). Subject to the terms and conditions of this Agreement and payment of the applicable license fees, SNC hereby grants to Customer, and Customer accepts from SNC, a perpetual (unless otherwise specified in the quotation), nonexclusive, nontransferable, nonsublicensable right and license (the "License") to download, install and use the Software and any accompanying documentation provided by SNC (the "Documentation"), as well as any updates, upgrades, and new releases to the Software which SNC may provide to Customer in fulfillment of its warranty and maintenance and support obligations (if purchased) under the terms and conditions of the this Agreement, for Customer's use only at the locations which are described in the applicable Purchase Agreement and solely with the radiation therapy treatment delivery system with which the Software is designed to work as set forth in the quotation or Documentation (the "Licensed Delivery System"). If the quote specifies a specific number of end users,

- devices, or individuals permitted to access the Software, the license granted hereunder shall be limited to the number of end users, devices, or individuals specified in the quote.
- 12.3f If the Software includes any Products that are licensed on a subscription basis, including Software that may be hosted by SNC or delivered via SaaS model (collectively, "Subscription Software"), the license of such Subscription Software by SNC to Customer shall be subject to additional terms and conditions attached as Exhibit C hereto. Exhibit C may only be provided and shall only apply if a Subscription Software Product is included in the quotation.
- 12.4 The term of the License granted hereunder will continue in perpetuity unless sooner terminated pursuant to the terms of this Agreement, or unless another term is specified in the applicable quote.
- 12.5 THE SOFTWARE AND DOCUMENTATION ARE PROVIDED "AS IS", AND SUN NUCLEAR EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS, OR CONDITIONS, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND/OR NON-INFRINGEMENT.
- 12.6 All Software is licensed, not sold. Customer acknowledges and agrees that: (i) the Software and Documentation are protected by copyright laws and international copyright treaties, and other intellectual property laws and treaties; (ii) title to the Software and the Documentation, and to any and all copies, modifications, or enhancements made by SNC, Customer or any other party, and to all associated intellectual property rights, shall be and remain in SNC; and (iii) except as to the rights and licenses specifically granted to Customer hereunder, SNC reserves all other rights to the Software and Documentation and associated intellectual property rights.
- 12.7 **Restrictions.** Neither the Software nor the Documentation may be copied, duplicated or distributed without SNC's prior written consent, provided, however, that Customer may make one (1) copy of the Software and Documentation to be stored off-site for backup, recovery, and archival purposes. In addition, (i) Customer must not: (1) license, rent, lease, sub-license, transfer, convey, republish, distribute, assign, disclose, commercially exploit other than as explicitly authorized hereunder, or otherwise permit any third party to use the Software and Documentation, (2) use the Software in the operation of a service bureau, or of the benefit of any third party other than its direct patients, (3) allow remote access to the Software and Documentation through any computers or terminals located outside the locations specified in any applicable Order or (4) use the Software with a radiation therapy treatment delivery system other than the Licensed Delivery System, (5) misuse, damage or impair the Software, (6) access the Software other than through access credentials provided or enabled by SNC, (7) circumvent or attempt to circumvent any SNC security measure, or (8) unless Customer has purchased a separate license from SNC that specifically authorizes otherwise, Customer must not access, write to, or manipulate any Software or Product database utilizing any software, tool, or solution not provided by or specifically authorized by SNC, including but not limited to accessing or allowing access to any such database utilizing a 3rd party tool or script specifically designed to interface or access the Software or Product database, or is specifically designed to automate the extraction of data from the database; and (ii) Customer must not, directly or indirectly, analyze, reverse engineer, decompile, disassemble, translate, convert, or apply any procedure or process relating to the Software and Documentation in order to ascertain, derive, or appropriate for any reason or purpose, the source code or source listings for the Software or any trade secret or other proprietary information or processes embodied by or otherwise contained in the Software and Documentation, except to the extent such prohibition is void under applicable law. CUSTOMER COVENANTS AND AGREES THAT, IN NO EVENT WILL ANY PARTY BE ALLOWED TO USE THE SOFTWARE AND DOCUMENTATION, OTHER THAN TECHNICIANS WHO ARE CUSTOMER PERSONNEL THAT HAVE BEEN ADEQUATELY TRAINED BY SNC OR A TRAINED CUSTOMER STAFF MEMBER.
- 12.8 Software Support (as defined below) for a period of one year after download of the Software (the "Initial Maintenance Term") is included in the licensee fees. "Software Support" means that SNC will provide telephone technical support for the Software during its standard hours and will make available to Customer any updates, upgrades and new releases to the Software released by SNC at no additional charge. After the Initial Maintenance Term, Software Support must be separately purchased by Customer, and SNC will provide the same Software Support for any period for which Licensee has purchased such Software Support, subject to the terms and conditions of the quote for such extended Software Support, and further subject to the terms of Exhibit B. For the avoidance of doubt, Software Support for System Software shall be provided if Customer purchases maintenance and support Services for the hardware Products on which the System Software is installed. Customer is responsible for the acquisition and implementation of antivirus software and Microsoft service packs (if applicable) on all workstations and servers using the Software Products.
- 12.9 In order to continue to receive Software Support, Customer must maintain the Software at the most recent version made available by SNC. Under no circumstances shall SNC be obligated to maintain or support any Software for more than twelve (12) months following the date of its initial release where SNC has provided a new release of the Software. Any uncured breach of this Section shall allow SNC to terminate the Software Support Services, with such termination treated as an unauthorized early termination of Software Support by Customer in breach of this Agreement.
- 12.10 For the avoidance of doubt, if and to the extent Customer purchases any Microsoft products through Sun Nuclear, including but not limited to Microsoft SQL Server and/or Remote Desktop Services, Microsoft standard terms and conditions, including any warranties offered by Microsoft, shall apply to such Microsoft products.
- 13 Installation and Training Services.
- 13.1 Training and installation Services may be included in Customer's purchase if specifically included on the applicable SNC quote. Amounts payable for training and other services, if applicable, (other than SNC Support and Maintenance Services, as provided below) will be invoiced at the time of order. A training voucher will be provided to Customer at time of invoice for Customer to redeem when training Services are performed. Training vouchers are valid for (12) months from the invoice date.
- 13.2 To the extent that Customer purchases the SunDEPLOYS™ installation Services, as may be specified on the applicable quotation, the additional terms of Attachment 1 shall apply to such SunDEPLOYS Services. SunDEPLOYS purchases may also be subject to a statement of work (Attachment 2) to be executed by the parties, if applicable. Attachment 2 may only be attached to the

Agreement when Customer purchases the SunDEPLOYS installation Services for the SunCHECK™ product, and may not be applicable for all SunDEPLOYS purchases.

13. ~~C~~Customers who cancel or postpone scheduled training/education/installation Services are subject to cancellation fees (minimum of \$500 not to exceed \$3,000) for resource allocations and non-recoverable scheduling costs (i.e., hotels, airfare, reservations, etc.).
14. ~~S~~NC Support and Maintenance Services.
14. ~~T~~o the extent that the quotation includes the sale of SNC support and maintenance Services to Customer, additional terms included in Exhibit B shall apply with respect to such Services and shall be incorporated by reference herein. Exhibit B may only be provided and shall only apply if a support and maintenance Services are included in the quotation.
14. ~~S~~NC requires that when (i) the standard warranty for a hardware Product has ended and lapsed, (ii) a previously purchased SNC Support Contract for a Product has expired and lapsed, (iii) there has been a SNC-approved transfer of ownership of a Product, or (iv) the initial 12 months of support and maintenance included with software Products licensed on a perpetual basis has lapsed for any period, the Products must be inspected and a reinstatement fee paid before placing such Products under a new SNC Support Contract. Unless otherwise agreed by SNC in writing, the reinstatement fee will be equal to the fees attributable to the lapsed period of support and maintenance. The reinstatement fee is non-refundable and does not apply to the purchase of the SNC Support Contract. SNC may further condition any new SNC Support Contract on the purchase or acceptance by Customer of certain repairs or updates or upgrades to the Product.
15. Data Collection and Use. Sun Nuclear may collect, process and transmit data obtained from and about Customer in the course of Customer's accessing and using the Products. Customer acknowledges and agrees that the Products when used for its intended purpose will also collect system performance diagnostics and reporting data to help Sun Nuclear improve its products and services. Sun Nuclear collects aggregate data for statistical and quality assurance purposes and Customer hereby consents to the collection and use of such aggregate data by Sun Nuclear. This functionality is not visible to the user and has no impact on Product operation or performance. No Protected Health Information (PHI) or Personally Identifiable Information (PII), as defined in the ARRA/HITECH Act, is included in the collected data. This service is enabled by default.
16. Any notice, payment, demand, request or other communication required or permitted to be delivered or given by the provisions of this Agreement shall be deemed to have been effectively delivered or given and received (i) on the date personally delivered to the respective party to whom it is directed, or by facsimile or e-mail, upon confirmation of receipt, (ii) three (3) business days after the date it is sent by domestic registered or certified mail, with postage and charges prepaid, or (iii) on the first business day following the date of dispatch if delivered by a recognized next-day courier service, and addressed to the parties at their addresses as set forth in the quote.
17. Customer acknowledges that the Products and related technology are subject to all relevant export laws and regulations of the United States and other applicable jurisdictions, including, without limitation, the U.S. Export Administration Regulations (collectively "Export Controls"), and will comply with all Export Controls. Without limiting the generality of the foregoing, Customer will not, and Customer will require its representatives not to, sell, transfer or divert the Products or related technology subject to this Agreement: (a) to any U.S., sanctioned or embargoed country (including, but not limited to, Cuba, Iran, Sudan and Syria), unless authorized by U.S. export license or regulation; (b) to any person or other entity listed in the U.S. Department of Commerce Denied Persons List or Entity List, the U.S. Department of Treasury's Specially Designated Nationals List, the U.S. Department of State's Debarred Parties listing, or any other applicable country's listing of sanctioned persons or entities; (c) to any nuclear weapons, nuclear power, nuclear research, chemical/biological weapons, or missile/rocket technology end-user or end-use; or (d) to any other destination, person or entity restricted or prohibited by the Export Controls, or otherwise in violation of any other applicable import/export laws, regulations, licenses, or government order. Customer has or shall obtain in a timely manner all necessary or appropriate licenses, permits or other governmental authorizations or approvals; shall indemnify and hold SNC harmless from, and bear all expense of, complying with all foreign or domestic laws, regulations or requirements pertaining to the importation, exportation, or use of the Products and related technology provided herein. This provision and the assurances made herein shall survive termination of this Agreement.
18. Except with respect to payment obligations, if a party is prevented or delayed in performance of its obligations hereunder as a result of circumstances beyond its reasonable control, including Force Majeure, that failure or delay will not constitute a material breach of this Agreement, but the obligations that are prevented or delayed will remain in full force and effect, and will be performed or satisfied as soon as reasonably practicable after the termination of the relevant circumstances preventing or delaying performance. "Force Majeure" events include those that cause a failure or delay in performance by a party that is beyond the reasonable control of the party, materially affects performance of the party's obligations under this Agreement, and could not reasonably have been foreseen or provided against (e.g., floods, riots, strikes, acts of war, national emergency, pandemics, natural catastrophes, acts of God, etc.).
19. Except as otherwise expressly provided in this Agreement, all rights and remedies, including termination rights, are cumulative, and the exercise of any right or remedy shall be without prejudice to the right to exercise any other right or remedy provided herein, at law or in equity. Under no circumstances will the expiration or termination of this Agreement relieve either party of any obligations which expressly or by their nature survive the expiration or termination of this Agreement.
20. This Agreement and all matters arising out of or relating to this Agreement will be governed by the internal laws of the State of Florida without giving effect to any choice of law rule, and the United Nations Convention for the International Sale of Goods shall not apply. In the event of any controversy, claim or dispute between the parties arising out of or relating to this Agreement, such controversy, claim or dispute may be tried solely in the state courts located in Brevard County, Florida or the federal courts for the Middle District of Florida, and the parties hereby irrevocably consent to the exclusive jurisdiction and venue of such courts.
21. This Agreement constitutes the entire understanding of the parties and supersedes all prior or contemporaneous written and oral agreements, representations or negotiations with respect to the subject matter hereof. This Agreement may not be modified or amended except in writing signed by both parties. No failure or delay by either party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or privilege preclude

any other or further exercise thereof. If any provision of this Agreement (or portion thereof) is deemed invalid, the remainder of this Agreement, and the remainder of such provision will be valid and enforceable to the maximum extent possible. Electronic copies and electronic signatures shall be accepted as valid originals with respect to this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives as of the date of last signature below, and is effective as of the date specified in Section 6.1.

Customer: \_\_\_\_\_

**Sun Nuclear Corp.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT A – SNC PRODUCT WARRANTY

This warranty statement covers Sun Nuclear Products purchased pursuant to this Agreement (as further defined below), except as noted in “Limitations, Exceptions, and Exclusions” below. The definitions, terms, limitations, and exclusions provided in this Exhibit A also apply to any support and maintenance Services purchased by Customer under the terms of the Agreement to which this Exhibit A is attached. For example, the definition of and limitations to “Warranted Products” as defined below also applies to Products covered under any support and maintenance agreement purchased by Customer under the terms of this Agreement.

### WARRANTY DEFINITIONS:

“Warranted Product(s)” is a collective term which includes manufactured equipment and/or software purchased by and/or licensed by Sun Nuclear to Customer other than Third-Party Software and Equipment.

“Third-Party Software and Equipment” means any software or equipment (i) delivered to Customer in the third-party manufacturer’s/ supplier’s packaging and with its labeling or (ii) for which Sun Nuclear expressly indicates (either in the Sun Nuclear Quotation or in the product documentation) that the software or equipment is provided with the third-party manufacturer’s/supplier’s warranty in lieu of a Sun Nuclear warranty. To the extent available, Third-Party Software and Equipment are covered by the third-party manufacturer’s/ supplier’s warranty.

### PRODUCT WARRANTY:

Except as indicated otherwise below, Sun Nuclear warrants Warranted Products for one (1) year from the Warranty Commencement Date (as defined in “Warranty Term”) that they (i) will be free from defects in title, material and workmanship under normal use and service and (ii) will perform substantially in conformance with Sun Nuclear’s written technical specifications existing on the date the product is shipped or downloaded (the “Product Specifications”).

Calibrated equipment which is a Warranted Product is warranted to be within its specified accuracy at the time of shipment. If a question arises and Sun Nuclear determines that the initial calibration is in error, Sun Nuclear will recalibrate the equipment at no charge subject to the “Notice and Availability” and “Shipping” provisions below. Sun Nuclear is not responsible for calibrations performed by independent laboratories, nor for any calibration fees incurred prior to or subsequent to Sun Nuclear warranty service. This product warranty covers parts and labor and is available only to customers who purchase the product directly from Sun Nuclear or its authorized distributors.

Sun Nuclear warrants (i) software which is a Warranted Product will perform substantially in conformance with Sun Nuclear’s written technical specifications for such product, for a period of one year from the earlier of the date of shipment or the date that the software was made available for download by Sun Nuclear (the “Warranty Term”), and (ii) that all remote installation and configuration work performed by Sun Nuclear Corporation will be performed in a professional and workmanlike manner.

**Third-Party Equipment, Software and License Warranty:** Sun Nuclear warrants that it has the right to license or sublicense third-party software to Customer for the stated purposes and such software is subject to the terms and conditions set forth in the Agreement. For the avoidance of doubt, third party products, including servers provided with or used with the Products under this Agreement (which include any operating system hardware or software included thereon that is not a SNC Product, such as Microsoft Windows operating system, Remote Desktop Services, or SQL server software) (collectively, “Underlying Components”) are not covered by the SNC warranty such that any repairs or updates to the Underlying Components are the sole responsibility of Customer. EXCEPT FOR THE WARRANTY OF TITLE AND RIGHT TO LICENSE WARRANTY, THIS WARRANTY STATEMENT DOES NOT COVER THIRD-PARTY SOFTWARE AND EQUIPMENT DELIVERED WITH THE WARRANTED PRODUCTS WHICH ARE COVERED BY THE THIRD-PARTY MANUFACTURER’S/SUPPLIER’S WARRANTY TO THE EXTENT AVAILABLE AND OTHERWISE ARE PROVIDED “AS IS”.

**Warranty Term:** Except as expressly provided in writing otherwise, the warranty term begins on the earlier of the date of shipment or the date that the software was made available by Sun Nuclear (the Warranty Commencement Date) and ends one year from that date.

**Repairs and Replacements:** Any repair, part replacement, or work performed during the warranty period will be valid for the remainder of the initial warranty period or for 90 days, whichever is longer.

**Notice and Availability:** Customer must notify Sun Nuclear in writing of Customer’s warranty claim during the warranty period and make the Warranted Product available for service pursuant to the Sun Nuclear Repair Services Terms and Conditions Acknowledgement (available on Sun Nuclear’s Support Web site). If the service will occur at a Sun Nuclear Authorized Service Center, Customer must arrange for shipment to the Authorized Service Center according to the Shipping requirements.

**Exclusive Remedy:** Sun Nuclear will, at its option, with respect to equipment, either repair, adjust, or replace the non-conforming Warranted Product or components of the Warranted Product. Sun Nuclear will use its commercially reasonable efforts to correct such nonconformity following Warranted Product’s (i) receipt at Sun Nuclear’s authorized repair facility or (ii) availability to Sun Nuclear’s authorized service representative. With respect to licensed software, Sun Nuclear will use its commercially reasonable efforts to either correct the nonconformity or replace the licensed software.

THE FOREGOING REMEDIES ARE CUSTOMER’S EXCLUSIVE REMEDIES AND SUN NUCLEAR’S SOLE LIABILITY FOR WARRANTY CLAIMS. THIS EXCLUSIVE REMEDY SHALL NOT HAVE FAILED OF ITS ESSENTIAL PURPOSE (AS THAT TERM IS USED IN THE UNIFORM COMMERCIAL CODE) AS LONG AS SUN NUCLEAR REMAINS WILLING TO REPAIR OR

REPLACE DEFECTIVE WARRANTED PRODUCTS WITHIN A COMMERCIALY REASONABLE TIME AFTER BEING NOTIFIED OF CUSTOMER'S WARRANTY CLAIM.

**Shipping:** To obtain warranty service, Warranted Products must be shipped at Customer's expense, properly packaged to prevent damage during shipment, to the Sun Nuclear authorized Service Center designated in the Sun Nuclear Repair Services Terms and Conditions Acknowledgement.

**Performance:** Warranty service will be performed without charge during Sun Nuclear's standard business hours, and at Customer's request, outside those hours at Sun Nuclear's then-prevailing service rates and subject to the availability of personnel. For certain Warranted Products, Sun Nuclear may perform warranty service at an authorized service center, at the Customer's facility, or, in some instances, using a secure remote connection to a Sun Nuclear online center. CUSTOMER'S EXCLUSIVE REMEDY FOR NON-CONFORMING WARRANTY SERVICES SHALL BE THE RE-PERFORMANCE OF THE APPLICABLE SERVICES.

#### **LIMITATIONS, EXCEPTIONS, AND EXCLUSIONS**

Sun Nuclear shall have no obligation to Customer if the warranty claim results from or arises out of: (i) use of the Warranted Product in combination with any software, tools, hardware, equipment, supplies, accessories or any other materials or services not furnished by Sun Nuclear or recommended in writing by Sun Nuclear; (ii) use of the Warranted Product in a manner or environment, or for any purpose, for which the product was not designed or licensed by Sun Nuclear or in violation of Sun Nuclear's recommendations or instructions for use; or (iii) any service, alteration, modification or enhancement of the Warranted Product by Customer or any third-party not authorized or approved in writing by Sun Nuclear. This warranty does not cover the Warranted Product to the extent it is used in any country other than the country to which Sun Nuclear ships the Warranted Product, unless Sun Nuclear expressly agrees otherwise in writing.

SUN NUCLEAR DOES NOT WARRANT THAT LICENSED SOFTWARE WILL OPERATE WITHOUT ERROR OR INTERRUPTION.

This warranty does not cover (i) any defect or deficiency, including failure to conform to Product Specifications and/or Software Documentation, as applicable, that results in whole or in part from any improper storage or handling, failure to maintain the Warranted Product in the manner described in any applicable instructions or specifications, inadequate back-up or virus protection, or any cause external to the Warranted Product or beyond Sun Nuclear's reasonable control, including, but not limited to, power failure and failure to keep Customer's site clean and free of dust, sand and other particles or debris; (ii) the payment or reimbursement of any facility costs arising from repair or replacement of the Warranted Product; (iii) any adjustment, such as alignment, calibration, or other normal preventative maintenance required of Customer; (iv) expendable supply items; and (v) stockpiling of replacement parts.

The warranty does not apply if the Product, as determined solely by Sun Nuclear, is defective due to abuse or misuse. Examples of misuse and abuse include, but are not limited to (i) use of the Product by a non-qualified operator, (ii) use of the Product in a manner inconsistent with the "Intended Use" statement, (iii) use of the Product with non-approved or third-party accessories, (iv) lack of regular maintenance or improper maintenance, (v) ignoring the warnings and cautions in the user documentation, (vi) subjecting the Product to improper operating or storage conditions, (vii) subjecting the Product to improper cleaning methods, (viii) allowing the product to become contaminated by radioactive materials or improper placement of the Product in a radiation field, (ix) failing to install a mandatory upgrade, and (x) accidental damage from handling.

Because the original manufacturer's warranty applies, the following items are specifically excluded from this warranty: photomultiplier, Geiger-Mueller, proportional tubes; batteries; ancillary devices, including, but not limited to, printers, computers, display devices, etc.; and, other components as may be specified in the user documentation.

Additional product-specific limitations or voidance of Warranty relating to Warranted Products are located in the instructions for use or user documentation.

THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OF FITNESS, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF OR IN A RELEVANT EULA, AND ALL SUCH IMPLIED WARRANTIES ARE EXPRESSLY DISCLAIMED. THIS EXPRESS WARRANTY EXCLUDES COVERAGE OF AND DOES NOT PROVIDE RELIEF FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF SALES, OR INCONVENIENCE. THE EXCLUSIVE REMEDY OF THE PURCHASER IS LIMITED TO REPAIR, RECALIBRATION, OR REPLACEMENT OF THE WARRANTED PRODUCT AT THE OPTION OF SUN NUCLEAR.



## EXHIBIT B – SNC SUPPORT AND MAINTENANCE SERVICES

To the extent that the Agreement includes the purchase of support and maintenance Services by Customer, the following additional terms and conditions apply. Any terms not specifically defined herein shall have the meanings ascribed to them in the Agreement. For the avoidance of doubt, if SNC is licensing any Products to Customer on a subscription, limited term, or hosted basis, any support and maintenance Services for such Subscription Software shall be as specified in the quotation and the applicable Exhibit C.

- 1 Amounts payable for support and maintenance Services for Products purchased from or licensed by SNC to Customer (“SNC Support Contracts”) will be invoiced at the time of order, provided that if the order provides for annual payments such amounts will be invoiced annually in advance. Such SNC Support Contracts are non-transferable and amounts payable for the current contract year are non-refundable. For the avoidance of doubt, any support and maintenance fees for System Software Products are included in the support fees identified on the quotation for the hardware Products with which the System Software is utilized.
- 2 SNC Support Contracts are non-cancellable, except as specifically permitted in the Agreement. In addition to the permitted circumstances for early termination in Section 6.3 of the Agreement, SNC may in its discretion allow early termination of any SNC Support Contract term if the Customer no longer offers radiation oncology services, or should SNC no longer be able to provide Services associated with the SNC Support Contract. The parties acknowledge that the terms offered herein, including but not limited to pricing, are based upon Customer’s commitment to the full term of the applicable SNC Support Contract, and that such commitment forms the basis for the terms offered to Customer hereunder.
- 3 Term of Support and Maintenance Services. The term of the support and maintenance Services provided hereunder shall begin on the date of expiration of any warranty provided on the Products subject to the support and maintenance Services, and shall extend for 12 months, unless another term is provided in the applicable quotation.
- 4 Support Provided.
  - 4.1 SNC shall provide the Services as described in the applicable SNC quote, and as further described in the SNC Product Warranty, attached to the Agreement as Exhibit A (including any limitations or exclusions thereto as defined in the quote or Exhibit A). The Services shall, unless otherwise specified in any applicable SNC quote, include the support described for hardware and/or software for the support package being purchased by the Customer, subject to the definitions, limitations, and exclusions described in the quote or described in the Agreement and this Exhibit B. The Services shall be provided for the term specified in the applicable quote.
  - 4.2 Unless otherwise provided in the applicable quote, the Services include telephone technical support for the covered Products during its standard hours. Additional information on the standard hours of operation and how a Customer can initiate receiving support under this Service Agreement are available at <https://support.sunnuclear.com/home>.
  - 4.3 Software Support (as defined below) for a period of one year after download of the Software (the “Initial Maintenance Term”) is included in the Customer fees. “Software Support” means that SNC will provide telephone technical support for the Software during its standard hours. Where the support package purchased by the Customer includes software updates, upgrades, or new releases (as will be specified in the applicable quote), SNC will make available to Customer any updates, upgrades and new releases to the software released by SNC generally to all SNC customers who have applicable support and maintenance agreements at no additional charge.
  - 4.4 In order to continue to receive Software Support, Customer must maintain the Software at the most recent version made available by SNC. Customer shall promptly install and thereafter use any upgrades or updates made available by SNC. Under no circumstances shall SNC be obligated to maintain or support any Software for more than twelve (12) months following the date of its initial release where a new version or release of the Software has been made available by SNC. Any uncured breach of this Section shall allow SNC to terminate the maintenance and support agreement, with such termination treated as an unpermitted early termination of Software Support by Customer in breach of the Agreement.
  - 4.5 For the avoidance of doubt, the Underlying Components, as defined in Exhibit A, are not covered by this Agreement. Customer understands and agrees that certain updates or upgrades provided by SNC as part of the Services may require Customer to upgrade the Underlying Components, including the hardware and/or operating system on which Customer operates the Products, and that such upgrades to the Underlying Components are at Customer’s expense and are not part of the Services provided by SNC. Should problems arise with the Underlying Components, SNC will assist with initial diagnosis of the issues relating to the use of SNC Products with the Underlying Components as reasonably possible, but SNC is not responsible for maintenance and support of the Underlying Components.
- 5 Limited Warranty.
  - 5.1 Except as otherwise provided herein, the SNC warrants that the Services shall be delivered in a professional, workmanlike manner, and that SNC shall use reasonable efforts to bring any Products back into conformance with the original written specifications for such Products. Any repaired Products serviced under this Services Agreement shall be entitled to a warranty of the longer of ninety (90) days or the remainder of the original Product warranty offered by SNC at the time of original purchase of the Products serviced hereunder.
  - 5.2 THE LIMITED WARRANTIES DESCRIBED IN THESE TERMS ARE EXPRESSLY GIVEN IN LIEU OF, AND EXCLUDE, ALL OTHER EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS, OR CONDITIONS, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND/OR NON-INFRINGEMENT. NO OTHER WARRANTIES ARE PROVIDED HEREUNDER.

## Attachment 1 – SunCHECK and SunDEPLOYS

### 1 DELIVERY

SunDEPLOYS Services as sold hereunder relate to the installation of, and education and training relating to the use of, the SNC SunCHECK products. All SunCHECK Products will be delivered electronically unless otherwise required by Customer. Products delivered electronically shall be deemed delivered when SNC provides you access codes allowing you to download the Products over the internet. Should Customer require physical delivery of the Products, all physical deliveries shall be as described in Section 11 of the Agreement.

### 2 SUNDEPLOYS SERVICES AND EDUCATION

- 2.1 Installation. SunDEPLOYS Services include installation of the Products, which consists of project management, coordinating an installation plan with Customer, loading each Product on computer(s) or server(s) at Customer's designated site, and activating the license for such Product. Customer agrees to provide SNC with certain information about the environment in which the Products are to be installed, including information about the network and configuration Customer plans for the Products, as well as names and contact information for information technology and clinical personnel responsible for the installation. Installation services to be provided and fees for installation services shall be as specified in the Quote and may, in some cases, be subject to additional description in a statement of work between the parties. SNC may charge Customer additional time and expenses if the time it incurs to perform the installation is extended due to Customer, if it receives incorrect or incomplete information from Customer, or if installation is delayed because of the unavailability of Customer's environment or responsible parties. All rights to the installation and other professional services described hereunder will expire twelve (12) months from the date of delivery of the Products or from the date of invoicing if purchased separately. Customer shall be responsible for installing hardware Products in a location of Customer's choice. No hardware installation services, or updates or upgrades of Products, are to be provided by SNC as part of the SunDEPLOYS Services, unless otherwise stated in a separate written agreement.
- 2.2 Education and Training. Customer may receive initial and/or ongoing user and administrator education as part of Customer's purchase of the Products as may be described in the applicable quote, or as may be described in any statement of work executed by the parties relating to the SunDEPLOYS purchase. Education may include collaborative development of an Education Plan, and any combination of classroom, distance and online learning (eLearning) that is workflow-based clinical functionality for Users (physicists and technologists) and IT-based for Administrators. The specific number of education units Customer is entitled to shall be specified in the applicable quote. User education consists of basic Product functionality overview and specific Clinical Package workflows. Administrator education consists of hardware configuration, System setup, deployment and administration of licenses for the Products, basic troubleshooting, and DICOM connectivity. All rights to receive education expire twelve (12) months after the date of delivery of the Products or date of invoicing if purchased separately and will not carry over from year to year. Customer's annual education units may be used to receive education during that year, according to SNC's then current education offerings and the number of units to be used to receive any particular offering. Education units used for on-site learning at Customer's location must be scheduled for consecutive days with a two-day minimum. Education units used for classes at a SNC location include tuition only for the event. Cancellation of on-site education sessions or registrations for open enrollment classes fewer than two weeks in advance of the event causes forfeiture of the associated education units.
- 2.3 Other Services. Any Services not set forth herein, including but not limited to additional installation, education, consultation, support and maintenance, custom software development or any other services, will be set forth in a separate agreement. With respect to any additional services purchased, Customer agrees to provide SNC with all requested information and administrative and technical support as such are reasonably requested by SNC.



Vision RT Inc  
 580 Howard Ave  
 Somerset, NJ 08873  
 Tel: 866 778-2379  
 Fax: 651 229-3531  
 Email: sales@visionrt.com

**Prepared For:** Travis Scotton, Administrative  
 Specialist, Finance & Compliance  
 Oncology

**Customer:** University of North Carolina (UNC)  
 McCreary Cancer Center  
 212 Mulberry Street SW  
 Lenoir NC 28645  
 USA

**Date Issued:** 13 May 2021

**Reference:** TTH2110619-01 V1

**Date Revised:** 13 May 2021

**Prepared By:** Trip Thomas

**Email:** tthomas@visionrt.com

**Mobile:**

**Offer Expires:** 04 April 2022

| Summary of offer  | Site     | Qty |
|---|----------|-----|
| AlignRT system for patient setup, surveillance (including advanced treatments) for the Elekta Linac. Includes three camera units, interface to "Response" which allows automated beam hold on the Elekta Linac and interface with MOSAIQ PPS. | McCreary | 1   |
| The AlignRT Real Time Coach is a visual coaching tool to indicate to a patient when their vertical breathing motion and postural alignment are within the user-defined position for delivery of treatment.                                    | McCreary | 1   |

| Code #               | Description  | Qty | Price           |
|----------------------|--|-----|-----------------|
| ALRT-PS3C-STD        | <b>AlignRT: 3 Camera System Real Time Patient Positioning, Tracking and Surveillance</b>   | 1   | <b>Included</b> |
|                      | <i>Including</i>   |     |                 |
|                      | AlignRT HD camera unit   | 3   | Included        |
|                      | AlignRT software upgrade: 3 camera support   | 1   | Included        |
|                      | AlignRT workstation; Remote console in control room  | 1   | Included        |
|                      | AlignRT Patient Tracking Software  | 1   | Included        |
|                      | DICOM RT Import Module   | 1   | Included        |
|                      | AlignRT calibration plate  | 1   | Included        |
|                      | PSU for AlignRT HD Camera  | 1   | Included        |
|                      | Portable device to allow the remote control of key functions of AlignRT software   | 3   | Included        |
| ALRT-ELEKTA-RESPONSE | <b>Interface to Elekta's Gating (Beam Hold) "Response" Interface</b>   | 1   | <b>Included</b> |
|                      | <i>Including</i>   |     |                 |
|                      | Vision RT's interface to Elekta's Gating (Beam Hold) "Response" Interface to the Elekta Linac. Customer must purchase the "Response" interface from Elekta. See note below. (see note 2) | 1   | Included        |
| SW-ELEKTA-PPS        | <b>Interface to Elekta PPS</b>   | 1   | <b>Included</b> |
|                      | <i>Including</i>   |     |                 |
|                      | Enables opening patients in AlignRT from MOSAIQ and controlling Elekta Couch Move functions from AlignRT, for systems configured with the Elekta PPS interface. (see note 3)             | 1   | Included        |

|   |   |   |                    |
|---|---|---|--------------------|
| SW-ACO-CALIB  | <b>Advanced Camera Optimization</b>   | 1 | <b>Included</b>    |
|   | <i>Including</i><br>Advanced optical set-up and verification of the AlignRT system. | 1 | Included           |
| ALRT-RTC  | <b>Real Time Coach</b>  | 1 | <b>Included</b>    |
|   | <i>Including</i><br>Real Time Coach: Wireless couch mounted patient feedback unit.  | 1 | Included           |
| Installation and training for all items quoted (see note 1) |   |   |                    |
| List price  |   |   | 412,500 USD        |
| Discount  |   |   | 146,820 USD        |
| <b>Offer price</b>  |   |   | <b>265,680 USD</b> |

**\* The above price excludes shipping costs, import duties and any applicable sales taxes.**

**Notes:**

- 1 For AlignRT or GateCT systems, any additional mounting or fixing mechanism or construction costs required to use the Product in treatment or CT room(s) shall be the responsibility of the customer.
- 2 (a) There are certain Elekta system pre-requisites for this interface to operate correctly. In order to establish these requirements and any related pricing, please consult your local Elekta sales representative. (b) GateRT should only be used for respiratory gating for patients that are suitable candidates for respiratory gating in accordance with Elekta's accompanying documents (instructions and guidance). Note that patients with short respiratory cycles may not be suitable candidates for respiratory gating.
- 3 Requires Elekta PPS interface to be installed, licensed and configured (not included). Contact your Elekta Sales Representative for details.

**This Quotation is subject to Vision RT's standard terms and conditions of sale (the "Terms and Conditions") as attached. Defined Terms in this Quotation shall have the same meaning as given to them in the Terms and Conditions.**

Warranty period is 12 months as per the attached Terms and Conditions of Sale.

*Full product support during the Warranty Period and during any subsequent service plan will only be available if the customer provides internet access to Vision RT to allow remote access support.*

*Data backup and any costs associated with establishing a data backup solution shall be the responsibility of the customer.*

**CONDITIONS OF PAYMENT**

*The terms of payment are as follows:*

**30% due within 30 days of order confirmation**

**60% due within 30 days of shipment**

**10% due within 30 days of completion certificate**



McCreary Cancer Center, a service of UNC Hospitals  
212 Mulberry Street

US- Lenoir, NC 28645  
United States of America

**Invoice Address**

Your Contact Person: **Brian Hulse**  
Our Phone No.:  
Our E-mail: [brian.hulse@iba-group.com](mailto:brian.hulse@iba-group.com)  
Mobile: **+1-804-310-8396**  
Date: **2021-01-27**  
Your Customer No.: **24933**  
Your Enquiry dtd.:  
Enquiry by: **Tim Roten**  
Your Phone No.: **828.759.4950**  
Your Fax No.: **828.759.4961**  
Your E-mail: [Timothy.Roten@unchealth.unc.edu](mailto:Timothy.Roten@unchealth.unc.edu)

**Offer**

No. US436154

2021-01-27 17:16:06 - 1

**Blue Phantom 2 with Lift Table, Water Reservoir, Chambers,  
myQA Software and Accessories**

**CONTENTS**

**Cost Summary  
Specification**

**Terms of Delivery and Payment**

### Cost Summary

| Part No. | Description   | Qty. | Net Price USD |
|----------|---|------|---------------|
| 1        | LP02-010 Loyalty Upgrade for Blue Phantom/RFA to BluePhantom <sup>2</sup> with myQA SMARTSCAN | 1    | 49,837.50     |
| 1        | NU01-001 upgrade to BluePhantom <sup>2</sup> incl. CCU & myQA Accept software, full version   | 1    | ( 0.00 )      |
| 1        | MQ00-000 myQA Platform (per site), required for all myQA applications                         | 1    | ( 0.00 )      |
| 1        | MQ05-001 myQA Accept SMARTSCAN Solution f. Guided Scanning f. existing myQA/OP Accept user    | 1    | ( 0.00 )      |
| 1        | UM170600 myQA Accept - user's guide   | 1    | ( 0.00 )      |
| 1        | UM170000 myQA Platform - user's guide   | 1    | ( 0.00 )      |
| 1        | DS10-105 Triaxial ion chamber/diode cable, 5 m on cable reel, BNC                             | 2    | ( 0.00 )      |
| 1        | DS50-002-XL-T Stealth CHAMBER for Elekta Linac, TNC Parallel Plate Ref.-Signal Ion-Chamber    | 1    | ( 0.00 )      |
| 1        | EB908000 Adapter TNC triax inner thread (m) to BNC outer thread (f)                           | 4    | ( 0.00 )      |
| 1        | HA03-010#004 Waterphantom carriage with electrically operated telescopic lift mechanism, 115V | 1    | 9,448.60      |
| 1        | HA05-010 Water reservoir carriage with bi-directional pump, power supply 115 V                | 1    | 4,840.47      |
| 1        | HA10-000 Draining pipe for use of HA05/HA06 with Blue Phantom                                 | 1    | 486.50        |
| 1        | M9502061 Insert for plastic coupling 1/2 BSPT V INSERT  | 1    | ( 0.00 )      |
| 1        | NP20-150 Large Universal Detector holder for CC-/FC chambers with diameter 10-15 mm           | 1    | 721.00        |

Offer-No. US436154

McCreary Cancer Center, a service of UNC Hospitals,  
US- Lenoir, NC 28645

2021-01-27

**Specification**

| Part No. | Description | Qty. |
|----------|-------------|------|
|----------|-------------|------|

**Total Price excluding Options and Alternatives NET**

**65,334.07**

## Specification

| Part No. | Description | Qty. |
|----------|-------------|------|
|----------|-------------|------|

### Item 1

|          |  |   |
|----------|--|---|
| LP02-010 | Loyalty Upgrade for Blue Phantom/RFA to BluePhantom <sup>2</sup> with myQA SMARTSCAN | 1 |
|----------|--|---|

|          |   |   |
|----------|---|---|
| NU01-001 | upgrade to BluePhantom <sup>2</sup> incl. CCU & myQA Accept software, full version including: | 1 |
|----------|---|---|

Ø **3D water phantom tank with three-dimensional servo**

- superior magnetostrictive sensor technology for each direction (x, y and z travel) for highest detector positioning accuracy
- crosshairs on all five tank walls for ease of water phantom setup
- high precision detector positioning with advanced horizontal inclination adjustment system
- Small universal detector holder to mount ionization chambers and diode detectors as well as third party detectors with a diameter of 4 mm to 10 mm in vertical and horizontal orientation
- Reference detector holder
- Quick coupling system for connecting / disconnecting the filling hose

Exterior water tank dimensions: 675 x 645 x 560 mm  
 Scanning volume: 478 x 478 x 410 mm  
 Position resolution: 0.1 mm  
 Position accuracy: ± 0.1 mm  
 Positioning speed: 50 mm/s  
 Scanning speed: from 3mm/s up to 25mm/s, in 0.1mm/s steps  
 Wall thickness / material: 15 mm / acrylic

Ø **Incl. Levelling Frame for Blue Phantom<sup>2</sup>**

Calibrated, high precision mechanics with built-in leveling frame for manual horizontal alignment of the scanning mechanism to the water surface. The scanning mechanics are connected to the tank via 4 points.

Ø **Slanted Bottom for draining the tank w/o the need for lifting tank mechanically**

Ø **Levelling Pins**



## Specification

| Part No. | Description | Qty. |
|----------|-------------|------|
|----------|-------------|------|

Ø **CCU Common Control unit with two integrated independent electrometers**

- Compact unit completely software controlled combining controller and electrometers.
- Two integrated independent electrometers (individual sensitivity, individual high voltage and polarity) allow for connection of ionization chambers or solid state detectors (e.g. diodes) at the same time
- Integrated controller to control the movement of the field probe inside the water tank
- TNC triax connectors, floated input by default, grounded input available as an option

Including 30 m Ethernet cable between control unit and PC and 5 m control cable for connection of servo to the CCU.

|                     |  |
|---------------------|--|
| Resolution:         | 0.5fA at 0.4nA full scale<br>5fA at 40nA full scale<br>0.5pA at 4µA full scale |
| Full scale range:   | 0.4 nA / 40nA / 4µA  |
| Leakage current:    | <200 fA, typically <20fA   |
| Bias voltage range: | ± 50 through ± 500V  |
| Time constant:      | 20 ms  |
| Trigger interface:  | RS 485 (custom specific)   |
| Comm. interface:    | Ethernet (100BaseT)  |
| Power supply:       | 100 - 240 V AC ± 10%; 50/60 Hz   |

Ø **modern hand control**

- A joystick enables the movement of the servo in X and Y direction. The speed is controlled by the deflection of the joystick.
- Two Z buttons (slow and fast moving) allow precise positioning of the probe in Z direction
- Definition of water surface, isocenter, sub-limits and three user-defined positions
- A panel containing soft keys is used to get error messages created by the controller, last saved water phantom parameters, e.g. water surface, customized iso-center, predefined detector positions etc

## Specification

| Part No. | Description | Qty. |
|----------|-------------|------|
|----------|-------------|------|

Ø **Accessories**

- Aquablue dilution allowing long-term keeping of the water and longer life time of the water tank mechanics
- Alignment cap for field detector
- Storage/shipping case and dust cover
- Operation manual (English version)

Ø **myQA Accept, Beam Data Acquisition SW application for beam commissioning and annual QA**

five (5) licenses of **myQA Accept** are included.

one RTPS interface to Varian Eclipse, Philipps Pinnacle, Nucletron, Oncentra Masterplan, CMS XiO/Monaco, Accuray Multiplan or ThomoTherapy Twin/Me is included

- Use the power of the Smartscan- and Blue Phantom<sup>2</sup> system for establishing your high accuracy profiles
- Easily integrate your water phantom profiles e.g. into your **myQA Machines** as reference data to your machine QA
- Flexible and optimized workflow in just 4 steps:
  - Scanning queue generation
  - Data acquisition
  - Numeric analysis of data
  - RTPS transfer
- General features:
  - Beam Data Acquisition software for ultimate efficiency in beam commissioning and QA
  - Built on latest Microsoft .NET technology
  - Quick software set-up
  - Easy and flexible scanning queue handling
  - Smooth data exchange within IBA Dosimetry Systems and MS Excel
  - Support of all international and industry protocols
  - Printed manuals, help files, online help and IBA RSS feed.
- Common settings:

## Specification

| Part No. | Description | Qty. |
|----------|-------------|------|
|----------|-------------|------|

- Reasonable default parameters as well as flexible customization
- RT Device Manager for fastest equipment setup
- Import & export functionality for easy data transfer between different workstations
- Queue Set-Up:
  - Quick and intuitive generation of scanning queues.
  - Advanced queue management (load, save, multiple edit, copy-and-paste)
  - Filtering and sorting for grouping scans and optimization of queues
  - Built-in plausibility checks and queue optimizer show discrepancies prior to measurement.
  - Import of RFQ files (queue files) from OmniPro-Accept 6.6c
- Data Acquisition:
  - 1D, 2D and 3D data views
  - Online display of the measurements
  - Controller panel for easy connection to the CCU
  - Intuitive 1D, 2D and 3D data visualization
- Data Analysis:
  - Online data analysis for each scan in the data analysis panel
  - Electron and photon profiles, depth dose curves and TMR / TPR
  - Support of all international and industry protocols
  - Calculation and display of Isodose and 2d arrays
  - Huge amount of functions for data processing (mathematics, rescale, move, mirror...)
  - Undo / Redo, restore raw data and auto-save function
  - Macros to program data processing
  - Output Factor and Wedge tables
  - Flexible ASCII tables incl. export to MS Excel.
- Archiving / Printing:
  - Appropriate data archiving

## Specification

| Part No. | Description | Qty. |
|----------|-------------|------|
|----------|-------------|------|

- File Explorer for data mining and data conversion (Accept 7, Accept 6 and ASC files)
- Various pre-defined print templates & template editor
- Export of print reports to HTML, PDF, RTF or XLS

Following software options are included in MyQA Accept full software:

- Wedge Check
  - Wedge factor determination: Dose ratio on the central axis with the wedge in the beam to the dose under same conditions without the wedge
  - Wedge angle determination: Angle between the 50% isodose line and the CAX
- Selectable electrometer input
  - Module enabling the use of grounded input by switching the mode directly in the software (floated input available by default).
  - The user can use any ion chamber or diode/diamond detector available on the market.
- Advanced measuring mode (continuous scanning mode)
  - Continuous scanning mode for the shortest measuring times combined with a high spatial resolution of 0.1 mm.
- ASO – Adaptive Scanning Optimization
  - Unique combination of speed and accuracy to boost data acquisition in step-by-step mode and even speed up continuous measuring mode without compromising accuracy where needed.
  - Fasted acquisition of profiles and depth dose scans with pre-defined interval values: step size or scanning speed combines most optimal scan measurements with the highest number of data points.
- Output Factor Table
  - Measuring and presentation of the radiation output as a function of equivalent square fields. The output values are normalized to the radiation output of the 10 x 10 cm

## Specification

| Part No. | Description | Qty. |
|----------|-------------|------|
|----------|-------------|------|

calibration field size. The corresponding factors are calculated and stored automatically.

- CAX check  
 Beam central axis position is checked and a possible deviation can be corrected for by the software.

**Note:** For Beam-Data-Measurements with **myQA Accept software** the CCU Common Control Unit is needed.

**Note:** For operation of the above software a computer with at least the following minimum configuration is necessary:

Supported Operating systems:

- Windows 10 (64-Bit)

Supported SQL servers:

- SQL Server 2008 SP1 - SQL Server 2016 SP1

Minimum Hardware Requirements:

- Processor: Intel Core i5 desktop or mobile processor or better
- RAM of 4GB or more, recommended 8GB
- Minimum screen resolution of 1280x720, recommended 1920x1080
- Ethernet minimum 10Mbit/s

**Note:** If a SQL server is used, higher Ethernet speed is recommended.

**Note:** The control computer can be supplied, but we recommend buying locally due to more favorable pricing and warranty conditions.

**Note:** myQA Platform (#MQ00-000) is required for myQA Accept.

**Note:** Two 5m detector cables are required.

|          |  |   |
|----------|--|---|
| MQ00-000 | myQA Platform (per site), required for | 1 |
|----------|--|---|

## Specification

| Part No. | Description | Qty. |
|----------|-------------|------|
|----------|-------------|------|

all myQA applications

**Your Global QA Platform:**

***All-in-one. All connected. All secure.***

- All users and all applications in one platform -- assures compliance and enables:
  - efficient and flexible workflows
  - easy comparison of data from different applications
  - consistent results
  
- One platform to host all IBA and IBA-licensed QA applications and plug-ins such as:
  - myQA Cockpit
  - myQA Machines
  - myQA Patients
  - myQA Accept
  - myQA FastTrack
  - etc.
  
- Central data base server for:
  - data safety (storage, archiving, backups)
  - data control (data mining, filters, search functions), and
  - data security (user management, access rights)
  - enabling easy comparison of data from different applications
  
- Central management of all users, licenses, facilities, treatment units, devices, detectors and calibrations.
  
- Common configurations, protocols, printing & reporting tools.
  
- Share expertise and stay up-to-date. Connect to the IBA Service Portal, the International Competence Center, the myQA RSS Feed and to your peers.
  
- Ensure your compliance, benefit from advanced services and get all future product extensions that IBA plans through a myQA Maintenance Contract (*please contact IBA for further details*)

## Specification

| Part No. | Description | Qty. |
|----------|-------------|------|
|----------|-------------|------|

- Protect your investment through a scalable and extendable solution.
- Site License.

**Note:** *One site license of the myQA Platform is mandatory to run any of the myQA applications.*

**Note:** *For operation of the above software a computer with at least the following minimum configuration is necessary:*

Supported Operating systems:

- Windows 10 (64-Bit)

Supported SQL servers:

- SQL Server 2008 SP1 - SQL Server 2016 SP1

Minimum Hardware Requirements:

- Processor: Intel Core i5 desktop or mobile processor or better
- RAM of 4GB or more, recommended 8GB
- Minimum screen resolution of 1280x720, recommended 1920x1080
- Ethernet minimum 10Mbit/s

**Note:** *If a remote SQL is used, higher Ethernet speed is recommended.*

|          |   |   |
|----------|---|---|
| MQ05-001 | myQA Accept SMARTSCAN Solution f. Guided Scanning f. existing myQA/OP Accept user Upgrade of myQA Accept Software to myQA Accept SMARTSCAN Solution for Guided Scanning | 1 |
|----------|---|---|

five (5) licenses of **myQA Accept SMARTSCAN** are included.

## Specification

| Part No. | Description | Qty. |
|----------|-------------|------|
|----------|-------------|------|

one RTPS interface to Varian Eclipse, Philipps Pinnacle, Nucletron, Oncentra Masterplan, CMS XiO/Monaco, Accuray Multiplan or ThomoTherapy Twin/Me is included

**myQA Accept SMARTSCAN, Beam Data Acquisition SW application for beam commissioning and annual QA**

- Use the power of the SMARTSCAN System for establishing your high accuracy profiles
- Easily integrate your water phantom profiles e.g. into your **myQA Machines** as reference data to your machine QA
- Flexible and optimized workflow in just 3 steps:
  - Scanning queue generation, including
    - § automatically optimized scan speed for each profile and PDD regions,
    - § automatically determined output step-width for each profile and PDD in the scanning queue,
    - § automatically chosen dedicated sensor for field and reference detector from the library according to the field-size
    - § Automatically setup of the independent electrometers individual sensitivity, individual high voltage and polarity according to chosen field and reference detector
  - Automated and guided Data acquisition
    - § With automatically performed electrometer signal normalization at each change of field-size, energy or detector
    - § With online quality check and messaging (correct field-size, signal noise behavior)
  - RTPS transfer
- General features:
  - Automated and Guided Beam Data Acquisition software for ultimate efficiency in photon beam commissioning and QA
  - Built on latest Microsoft .NET technology
  - Quick software set-up
  - Automated scanning queue handling



## Specification

| Part No. | Description | Qty. |
|----------|-------------|------|
|----------|-------------|------|

- Smooth data exchange within IBA Dosimetry Systems and MS Excel
- Support of all international and industry protocols
- Printed manuals, help files, online help and IBA RSS feed.
- Common settings:
  - Reasonable default parameters as well as flexible customization
  - RT Device Manager for fastest equipment setup
  - Import & export functionality for easy data transfer between different workstations
- Queue Set-Up:
  - Quick and intuitive generation of scanning queues.
  - Advanced queue management (load, save, multiple edit, copy-and-paste)
  - Filtering and sorting for grouping scans and optimization of queues
  - Built-in plausibility checks and queue optimizer show discrepancies prior to measurement.
  - Import of RFQ files (queue files) from OmniPro-Accept 6.6c
- Data Acquisition:
  - 1D, 2D and 3D data views
  - Online display of the measurements
  - Controller panel for easy connection to the CCU
  - Intuitive 1D, 2D and 3D data visualization
- Data Analysis:
  - Online numerical data analysis for each photon scan versus reference scan parameters
  - Electron and photon profiles, depth dose curves and TMR / TPR
  - Support of all international and industry protocols
  - Calculation and display of Isodose and 2d arrays
  - Huge amount of functions for data processing (mathematics, rescale, move, mirror...)
  - Undo / Redo, restore raw data and auto-save function

## Specification

| Part No. | Description | Qty. |
|----------|-------------|------|
|----------|-------------|------|

- Macros to program data processing
- Output Factor and Wedge tables
- Flexible ASCII tables incl. export to MS Excel.
- Archiving / Printing:
  - Appropriate data archiving
  - File Explorer for data mining and data conversion (Accept7, Accept6 and ASC files)
  - Various pre-defined print templates & template editor
  - Export of print reports to HTML, PDF, RTF or XLS

Following software options are included in MyQA Accept full software:

- Wedge Check
  - Wedge factor determination: Dose ratio on the central axis with the wedge in the beam to the dose under same conditions without the wedge
  - Wedge angle determination: Angle between the 50% isodose line and the CAX
- Selectable electrometer input
  - Module enabling the use of grounded input by switching the mode directly in the software (floated input available by default).
  - The user can use any ion chamber or diode/diamond detector available on the market.
- Advanced measuring mode (continuous scanning mode)
  - Continuous scanning mode for the shortest measuring times combined with a high spatial resolution of 0.1 mm.
- ASO – Adaptive Scanning Optimization
  - Unique combination of speed and accuracy to boost data acquisition in step-by-step mode and even speed up continuous measuring mode without compromising accuracy where needed.
  - Fasted acquisition of profiles and depth dose scans with pre-defined interval values: step size or scanning speed

## Specification

| Part No. | Description | Qty. |
|----------|-------------|------|
|----------|-------------|------|

combines most optimal scan measurements with the highest number of data points.

- Output Factor Table
  - Ø Measuring and presentation of the radiation output as a function of equivalent square fields. The output values are normalized to the radiation output of the 10 x 10 cm calibration field size. The corresponding factors are calculated and stored automatically.
- CAX check
  - Ø Beam central axis position is checked and a possible deviation can be corrected for by the software.

**Note:** *myQA Accept SMARTSCAN* only works with CCU Common Control Unit with the latest firm-ware version xxx.25.

**Note:** *For operation of the above software a computer with at least the following minimum configuration is necessary:*

Supported Operating systems:

- Windows 10 (64-Bit)

Supported SQL servers:

- SQL Server 2008 SP1 - SQL Server 2016 SP1

Minimum Hardware Requirements:

- Processor: Intel Core i5 desktop or mobile processor or better
- RAM of 4GB or more, recommended 8GB
- Minimum screen resolution of 1280x720, recommended 1920x1080
- Ethernet minimum 10Mbit/s

**Note:** If a SQL server is used, higher Ethernet speed is recommended.

**Note:** The control computer can be supplied, but we recommend buying locally due to more favorable pricing and warranty conditions.

## Specification

| Part No. | Description | Qty. |
|----------|-------------|------|
|----------|-------------|------|

**Note:** myQA Platform (#MQ00-000) is required for myQA Accept SMARTSCAN.

|          |  |   |
|----------|--|---|
| UM170600 | myQA Accept - user's guide                               | 1 |
| UM170000 | myQA Platform - user's guide                             | 1 |
| DS10-105 | Triaxial ion chamber/diode cable, 5 m on cable reel, BNC | 2 |

Extremely flexible and rigid low noise triax cable, providing Bayonet-connectors on both ends. Standard length 5 m.

**Note:** Also other standard lengths are available (10, 15, 18, 20, 25, 30 m). For different cable lengths, please deduct or add €24.50 per meter.  
When ordering, kindly adapt the order number (the last two figures = desired cable length).

|               |  |   |
|---------------|--|---|
| DS50-002-XL-T | Stealth CHAMBER for Elekta Linac, TNC Parallel Plate Ref.-Signal Ion-Chamber | 1 |
|---------------|--|---|

Ion chamber Stealth CHAMBER for reference signal measurements with IBA Blue Phantom family

For stereotactic, IMRT and any small field dosimetry in continuous and/or in step-by-step scanning mode.

TNC Triax

Includes:

- Adapter holder for ELEKTA LINAC

**Technical Specifications:**

- Active area: 23 x 23 cm (can be used for field sizes from 5 x 5mm, up to 20 x 20 cm)
- Attenuation equivalent: <0.5 mm Al
- Energy: for 6 MV and 10 MV Photons; FF- and FFF-Beams

### Specification

| Part No. | Description | Qty. |
|----------|-------------|------|
|----------|-------------|------|

|          |  |   |
|----------|--|---|
| EB908000 | Adapter TNC triax inner thread (m) to BNC outer thread (f) | 4 |
|----------|--|---|

|              |  |   |
|--------------|--|---|
| HA03-010#004 | Usable for Dose 1 Convertible or CCU<br>Waterphantom carriage with electrically operated telescopic lift mechanism, 115V | 1 |
|--------------|--|---|

Stable construction with motorized telescopic lift mechanism for positioning of the water phantom including one compartment and two drawers for storing water phantom accessories.

Equipped with :

- platform for horizontal levelling with three resting points for vertical and horizontal fine adjustment
- Extended legs for setup of the system under the LINAC, without having the weight of the system on the carrousel on the floor.

|                       |  |
|-----------------------|--|
| Vertical range        | 660 - 1160 mm  |
| Fine adjustable range | 15 mm horizontal floating in x- and y-direction<br>20 mm vertical adjustment in z-direction<br>Rotation around the z-axis: $\pm 5^\circ$ |
| Vertical speed        | 13 mm/s  |
| Table size            | 680 x 680 mm   |
| Power supply          | 115 V, 60 Hz (for 230 V please order HA03-000#004)   |
| Dimensions            | 840 x 680 x 740 mm <sup>3</sup>  |
| Weight                | 116 kg   |

**Note:** CCU hand control application software version 3.0 minimum required.

|          |   |   |
|----------|---|---|
| HA05-010 | Water reservoir carriage with bi-directional pump, power supply 115 V | 1 |
|----------|---|---|

Tank trolley on wheels with water reservoir for bi-directional water transport to or from the waterphantom. Prepared for TMR/TPR option (item SA01-00x) required).

|                |   |
|----------------|---|
| Tank volume:   | appr. 220 l                             |
| Pump capacity: | 20 l/min                                |
| Power supply:  | 115 V (for 230 V please order HA05-000) |

**Specification**

| Part No. | Description   | Qty. |
|----------|---|------|
| HA10-000 | Draining pipe for use of<br>HA05/HA06 with Blue Phantom                       | 1    |
| M9502061 | Insert for plastic coupling<br>1/2 BSPT V INSERT                              | 1    |
| NP20-150 | Large Universal Detector holder for<br>CC-/FC chambers with diameter 10-15 mm | 1    |

as well as for third party detectors with a diameter of 10 to 15 mm, for use in Blue Phantom<sup>2</sup> and SMARTSCAN.

## Specification

| Part No. | Description | Qty. |
|----------|-------------|------|
|----------|-------------|------|

### for United States Customers

#### Shipping

All equipment will be shipped DDP destination point USA. Following receipt, purchaser is responsible for storing the equipment in an environmentally protected area. While risk passes upon delivery, title to the equipment does not transfer to Purchaser until IBA receives complete and final payment.

#### Taxes

Prices are exclusive of all applicable sales, use, VAT or excise taxes and Purchaser agrees to pay all such taxes.

#### Cancellation and Return Policies

Orders are non-cancellable. Any permitted cancellations may be subject to forfeiture of any down payment. Software cannot be returned under any circumstances.

**Payment Terms for sales orders greater than \$50,000:** 50 % due upon Order Confirmation; 50 % upon delivery Net30 from date of invoice.

**Payment Terms for orders up to \$ 50,000:** Net 30 days from date of invoice.

Prices are in US Dollars. Late Payments will be assessed interest at one and one-half percent (1.5%) per month of the unpaid balance, computed from the invoice date. In addition, a \$25.00 re-billing charge will be levied for each subsequent issued invoice.

**Expiration Date:** 3 months from date of offer

#### Training

If testing and/or training is specified on the quote, such services will be provided by a factory trained specialist. No testing and training is included if not specified on the quote.

#### Warranty

Equipment is covered by a one year warranty commencing on the delivery date. During the warranty period IBA will:

- repair or replace (at its sole discretion) any equipment that is defective or fails under normal use. Normal use does not include failure caused by misuse or accidents.
- loaner equipment while IBA is repairing purchaser's equipment.
- Remote and mail-in service. If on-site service is required, reasonable travel expenses will be billed separately to purchaser
- Supply updates (bug fixce and minor software enhancements to IBA Dosimetry software). This does not include software upgrades.

#### Software coverage

Every purchased software is already covered from the beginning by a Software Coverage (service contract) for a minimum of two years to ensure that the software modules are continuously updated with the latest functionality. The Software Coverage is automatically extended yearly. The use of our unique online support tool OmniPro-Online is also included. In addition, emergency customer telephone support in English will be available free of charge 24 hours, 7 days a week by our qualified service specialists.

The Software Coverage is free of charge for the first 12 months. It can be canceled in writing at least three months before the start of



Offer-No. US436154

McCreary Cancer Center, a service of UNC Hospitals,  
US- Lenoir, NC 28645

2021-01-27

each automatic extension period. The annual fee for the second and the following years will be charged according to the price in this quotation.

An upgrade to the latest software version is required prior to the start of a Software Coverage. All Software Coverage prices are net.

**Confidentiality:**

Herewith our business partners commit themselves that they will not pass on any data concerning this business relationship and/or IBA product information to unauthorized third parties. They furthermore bind themselves to protect and save the data and product information carefully from the access and/or abuse by not entitled parties.

Either purchaser's P.O. or signed quotation shall constitute its agreement to this transaction and forms a binding contract. The individuals signing below warrants that they have the authority to bind its respective party. IBA specifically disclaims terms and conditions contained in any purchase order or similar document in connection with this proposal and any such other document issued relating to this proposal shall be for administrative purposes only and have no legal effect.

This offer is accepted on \_\_\_\_\_, 20\_\_\_\_ by:

\_\_\_\_\_  
Legally binding Signature

\_\_\_\_\_  
Printed Name/Title/Phone Number/Email

Full bill to Address if deviating from quotation: \_\_\_\_\_

Full ship to Address if deviation from quotation: \_\_\_\_\_

We request delivery of this order by: \_\_\_\_\_

Purchase Order#: \_\_\_\_\_  
(If your facility requires a PO number with for payment, the PO number and printed Purchase order are required with the signed quote)



**From:** [Runyon, Elizabeth](#)  
**To:** [Pittman, Lisa](#); [Lightbourne, Ena](#)  
**Cc:** [Waller, Martha K](#); [Flores, Disraeliza](#); [McVay, Marjorie](#)  
**Subject:** [External] CMH linear accelerator replacement exemption  
**Date:** Tuesday, October 12, 2021 9:13:01 AM  
**Attachments:** [2021.10.12 CMH Linac Replacement Exemption.pdf](#)  
[Ex. 1 - Map CMH to McCreary.pdf](#)  
[Ex. 2 - 2005 CMH Linac Letter of no Review.pdf](#)  
[Ex. 3 - 2011 McCreary Linac Exemption.pdf](#)  
[Ex. 4 - CMH Replacement Equipment Comparison Form.pdf](#)  
[Ex. 5 - Projected Capital Cost Form CPL signed.pdf](#)  
[Ex 6A - Elekta Infinity 2021-324319-CB-Elekta Infinity 5.14.21.pdf](#)  
[Ex 6B - RIT Quote 3170.pdf](#)  
[Ex 6C - ArcCHECK O-21479-2 - UNC Healthcare McCreary Cancer Center - AC, Cplug, T1.pdf](#)  
[Ex 6D - Vision RT University of North Carolina \(UNC\)-VRT Quote-TTH2110619-01 V1.pdf](#)  
[Ex. 6E - IBA Water Scanning System Offer US436154, LENOIR, 2021-01-27.pdf](#)

**CAUTION:** External email. Do not click links or open attachments unless you verify. Send all suspicious email as an attachment to [Report Spam](#).

Lisa and Ena,  
I hope you are doing well. Attached please find a main campus replacement equipment exemption for Caldwell Memorial Hospital, with supporting exhibits.  
Please let me know if you have any questions or require additional information. Thank you!

Elizabeth

Elizabeth Frock Runyon  
System Director of Regulatory Affairs and Special Counsel  
UNC Health  
211 Friday Center Drive, Chapel Hill, NC 27517  
p (984) 215-3622  
[elizabeth.runyon@unchealth.unc.edu](mailto:elizabeth.runyon@unchealth.unc.edu)

----- Confidentiality Notice -----

*The information contained in (or attached to) this electronic message may be legally privileged and/or confidential information. If you have received this communication in error, please notify the sender immediately and delete the message.*