NC DEPARTMENT OF
HEALTH AND HUMAN SERVICES

ROY COOPER • Governor
KODY H. KINSLEY • Secretary
MARK PAYNE • Director, Division of Health Service Regulation

VIA EMAIL ONLY

October 26, 2022

Frank Kirschbaum, WyrickRobbins
fkirschbaum@wryick.com

Exempt from Review – Replacement Equipment

Record #:	**4047**
Date of Request:	September 19, 2022
Facility Name:	Wake Radiology UNC REX Healthcare-Raleigh MRI Center
Business Name:	WR Imaging, LLC
Business #:	3169
Project Description:	Temporarily replace a fixed MRI scanner with a mobile MRI scanner until the permanent fixed replacement MRI scanner can be installed at the diagnostic center at 3811 Merton Drive in Raleigh
County:	Wake

Dear Mr. Kirschbaum:

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(a)(7). Therefore, you may proceed to acquire without a certificate of need the mobile MRI scanner to temporarily replace the existing fixed MRI scanner (Serial # 26004) until the permanent fixed replacement MRI scanner can be installed. This determination is based on your representations that the existing fixed and temporary mobile MRI units 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 following installation of the permanent fixed replacement MRI scanner.

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,

Michael J. McKillip
Team Leader

for
Micheala Mitchell
Chief

Wyrick Robbins Yates & Ponton LLP
ATTORNEYS AT LAW
4101 Lake Boone Trail, Suite 300, Raleigh, NC 27607
PO Drawer 17803, Raleigh, NC 27619
P: 919.781.4000 F: 919.781.4865 www.wyrick.com

FRANK KIRSCHBAUM
fkirschbaum@wyrick.com

September 19, 2022

VIA EMAIL AND USPS: micheala.mitchell@dhhs.nc.gov

Micheala Mitchell
Chief, Certificate of Need
Department of Health and Human Services
Division of Health Service Regulation
Healthcare Planning and Certificate of Need Section
809 Ruggles Drive
Raleigh, NC 27603

Re: WR Imaging, LLC's Written Notice Requesting Confirmation of Exemption from CON Review: Replacement of Legacy MRI Scanner and Interim Use of Temporary Mobile MRI Scanner

Dear Ms. Mitchell:

We are writing on behalf of our client WR Imaging, LLC ("WRI"), which owns and operates a diagnostic center known as "Wake Radiology UNC REX Healthcare – Raleigh MRI Center" located at 3811 Merton Dr, Raleigh, NC 27609 (the "Diagnostic Center"). Pursuant to N.C. Gen. Stat. § 131E-184(a)(7) and 10A NCAC 14C.0202, WRI wishes to replace an existing magnetic resonance imaging scanner, a 1.5 Tesla (1.5T) Siemens Magnetom Avanto currently in use at the Diagnostic Center (the "Existing MRI"). The Existing MRI has been in use at the Diagnostic Center since May of 2006 and operates pursuant to a Certificate of Need issued by the Agency effective October 9, 1998. See, Exhibit A, Raleigh MRI CON. The reason that the Existing MRI is being replaced is because the unit has reached the end of its useful life, meaning that it is at an age where parts will be difficult to acquire, making complete failure of the equipment a possibility, and any repairs that could be made will be more expensive. The Existing MRI will be removed from service in the State of North Carolina.

WRI intends to replace the Existing MRI with a Siemens Magnetom Sola 1.5T MRI scanner ("Replacement MRI"). The total cost of the Replacement MRI, including associated renovation costs and taxes, is One Million Seven Hundred Fifty-Two Thousand Dollars ($1,752,000). See, Exhibit B, Vendor Quote and Construction Estimate; See also, Exhibit C,

Equipment Comparison for Replacement MRI. On a temporary basis during the upgrade process, an out-of-state mobile MRI machine ("Temporary Mobile MRI") will be used in place of a fixed MRI. The operation of the Temporary Mobile MRI will not overlap with the Existing MRI or the Replacement MRI, and both the Temporary Mobile MRI and the Existing MRI will be removed from service in the state upon installation of the Replacement MRI. The purpose of this letter is to provide the Agency with prior written notice of WRI's intent to replace the Existing MRI, including its interim use of the Temporary Mobile MRI, as is required under N.C. Gen. Stat. § 131E-184(a)(7), and to set forth the reasons that the Replacement MRI meets the requirements for the replacement equipment exemption under the statute.

Exemption Notice for Replacement Equipment.

The CON law defines new institutional health service to include, among other things, capital expenditures exceeding Four Million Dollars ($4,000,000.00) to develop or expand a health service facility, the acquisition of certain major medical equipment costing more than Two Million Dollars ($2,000,000.00), and the acquisition of a magnetic resonance imaging scanner. See N.C. Gen. Stat. §131E-176(14o),(16)(b),(16)(f1)(7). However, the CON law specifically exempts from review any new institutional health service that is required to provide replacement equipment, provided that the entity proposing the new institutional health service must first provide written notice to the CON Section explaining why the new institutional health service is required "to provide replacement equipment." See N.C. Gen. Stat. § 131E-184(a)(7).

Replacement equipment is defined as "equipment that costs less than two million dollars ($2,000,000.00) and is purchased for the sole purpose of replacing comparable medical equipment currently in use which will be sold or otherwise disposed of when replaced." See N.C. Gen. Stat. § 131E-176(22a). Replacement equipment is not "comparable" to the equipment being replaced if:

1) the replacement equipment to be acquired is capable of providing a health service that the equipment to be replaced cannot provide; or
2) the equipment to be replaced was acquired less than 12 months prior to the date the written notice required by N.C. Gen. Stat. §131E-184(a) is submitted to the CON Section and it was refurbished or reconditioned when it was acquired by the person requesting the exemption. See 10A N.C. Admin. Code 14C.0303(c).

The Replacement MRI falls within the parameters of the exemption for replacement equipment for the reasons listed below:

1) The Replacement MRI, including all associated project costs, is substantially less than two million dollars;
2) The Existing MRI was new when purchased in May of 2006 by Wake Radiology Services, LLC, predecessor in interest to WRI, and is more than 12 months old;
3) The Existing MRI is currently in use and has not been taken out of service;
4) The Existing MRI will be sold or otherwise disposed of upon acquisition and installation of the Replacement MRI (specifically, the Existing MRI will be taken out of service and

traded into the vendor of the new equipment, and will not remain in service in the State of North Carolina);

5) The Replacement MRI, like the Existing MRI, is an MRI scanner that will be used to provide the same health services as the Existing MRI, and is not capable of providing a health service that the Existing MRI cannot provide (See Exhibit C, Equipment Comparison for Replacement MRI); and

6) The acquisition and installation of the Replacement MRI will not increase patient charges or per-procedure operating expenses more than 10% within 12 months of the replacement equipment being acquired (See Exhibit C, Equipment Comparison for Replacement MRI).

Conclusion.

Based on the foregoing, WRI requests confirmation that its acquisition of the Replacement MRI constitutes the acquisition of Replacement Equipment under the CON law and is exempt from review by the CON Section.

Thank you for your attention to this matter, and please do not hesitate to contact me with any questions.

Sincerely,

WYRICK ROBBINS YATES & PONTON LLP

_____
Frank Kirschbaum

Enclosures

EXHIBIT A

The October 9, 1998 Raleigh MRI CON, identified by Project Identification Number J-5783-97, is attached.

State of North Carolina

Department Of Health and Human Services
Division Of Facility Services
Certificate Of Need

Project Identification Number J-5783-97 Effective Date October 9, 1998

Issued to: Raleigh MRI Limited Partnership
3811 Merton Drive
Raleigh NC 27609

The North Carolina Department of Health and Human Services, pursuant to the North Carolina Health Planning and Resource Development Act of 1978, G.S. § 131-175, et seq., as amended and recodified, G.S. § 131E-175, et seq., hereby finds and certifies that the new institutional health service proposed by the person listed above is consistent with, or as conditioned is consistent with the plans, standards, and criteria prescribed by the Act and the rules and regulations promulgated thereunder. The findings of the Department are attached hereto and incorporated by reference.

This Certificate affords the person listed above the opportunity to proceed with development of the proposed new institutional health service in a manner consistent with the plans, standards, and criteria prescribed by the Act and the rules and regulations promulgated thereunder. This Certificate includes and is limited to:

SCOPE: Acquire one magnetic resonance imaging scanner at an existing MRI Center for a total of two MRI Scanners upon completion of the project/Wake County

CONDITIONS: See Reverse Side

PHYSICAL LOCATION: Raleigh MRI Center
3811 Merton Drive
Raleigh, NC 27609

MAXIMUM CAPITAL EXPENDITURE: $2,548,000.00

TIMETABLE: See Reverse Side

FIRST PROGRESS REPORT DUE: December 1, 1998

This Certificate is limited to the person listed above and is not transferable or assignable. This Certificate may be withdrawn as provided in G.S. § 131E-189, and the rules and regulations promulgated thereunder.

Issuance of this Certificate does not supplant provisions or requirements embodied in codes, ordinances, statutes other than G.S. § 131E-175, et seq., rules regulations or guidelines administered or enforced by municipal, state or federal agencies or the agent thereof.

Lee B. Hoffman by C Hoke

Chief, Certificate of Need Section
Division of Facility Services

DFS-8001CN (Rev. 9/97)

EXHIBIT B

Vendor Quote for the Replacement MRI
&
Construction Estimate for 1.5 MRI Installation

See attached

R.L. PULLEN & ASSOCIATES, INC.

Construction Estimate

Project Name: Wake Radiology – 1.5T MRI Upfit
Location: 3811 Merton Drive – Raleigh, NC
Date: 8/25/2022
Proposal To: Margaret King – Wake Radiology
3949 Browning Place – Raleigh, NC 27609

*** Estimate valid through 12/31/22 ***

Schedule of Values

Trade	Value
Design & Permits	$ 27,000.00
Concrete	$ 9,000.00
EIFS	$ 9,000.00
Roofing	$ 3,000.00
Mechanical	$ 57,000.00
Electrical	$ 44,000.00
Rough Carpentry	$ 13,000.00
Metal Framing & Drywall	$ 14,000.00
Shielding	$ 29,000.00
General Conditions	$ 35,000.00
Subtotal	$ 240,000.00
Overhead & Profit	$ 24,000.00
Total	$ 264,000.00

We propose hereby to furnish material and labor – for the LUMP SUM COST of:

*** $264,000.00

*** Two Hundred Sixty-Four Thousand Dollars and 00/100

Siemens Medical Solutions USA, Inc.
40 Liberty Boulevard, Malvern, PA 19355

SIEMENS REPRESENTATIVE
Edwin Winicki - +1 (336) 688-0978
edwin.winicki@siemens-healthineers.com

Customer Number: 0000011225

Date: 06/14/2022

WR IMAGING LLC
3949 BROWNING PLACE
RALEIGH, NC 27609

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

Table of Contents **Page**

Contract Total: $ 1,488,000
(total does not include any Optional or Alternate components which may be selected)

Proposal valid until 06/30/2022

Estimated Delivery Date: 01/2023

Delivery dates and other contractual obligations of Seller may change due to the effects of the Covid-19 epidemic or other epidemic, including delays and disruptions in the supply chain, manufacturing, or execution as well orders by authorities and prioritization of (new and existing) orders of customers which are essential for the public healthcare. The magnitude of such changes cannot be predicted and might be substantial because it depends on the development of the Covid-19 epidemic or other epidemic.

Pricing contingent upon customer signing a point of sale service contract at the same time as the equipment purchase.

The coil referenced herein as 2/10/16ch Sentinelle BreastCoil #Ae with part number 14436665 is currently experiencing longer lead times than normal, therefore the coil may deliver separately from the MAGNETOM system. A shipment date for the coil cannot be guaranteed at this time. Delays in coil delivery do not affect Customer's obligation to make timely payment for any invoice issued correlating to this quotation.

Siemens Medical Solutions USA, Inc.
40 Liberty Boulevard, Malvern, PA 19355

SIEMENS REPRESENTATIVE
Edwin Winicki - +1 (336) 688-0978
edwin.winicki@siemens-healthineers.com

Accepted and Agreed to by:

Siemens Medical Solutions USA Inc.		**WR IMAGING LLC**	
By (sign):		By (sign):	Margaret King
Name:	Edwin Winicki	Name:	Margaret King
Title:		Title:	Chief Operating Officer
Date:		Date:	06/14/2022

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

By (Sign): _____

Siemens Medical Solutions USA, Inc.
40 Liberty Boulevard, Malvern, PA 19355

SIEMENS REPRESENTATIVE
Edwin Winicki - +1 (336) 688-0978
edwin.winicki@siemens-healthineers.com

Accepted and Agreed to by:

Siemens Medical Solutions USA Inc.		**WR IMAGING LLC**	
By (sign):	[signature]	By (sign):	Margaret King
Name:	Edwin Winicki	Name:	Margaret King
Title:	KEY ACCOUNT EXECUTIVE	Title:	Chief Operating Officer
Date:	6/14/2022	Date:	06/14/2022

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

By (Sign): _____

Siemens Medical Solutions USA, Inc.
40 Liberty Boulevard, Malvern, PA 19355

SIEMENS REPRESENTATIVE
Edwin Winicki - +1 (336) 688-0978
edwin.winicki@siemens-healthineers.com

Quote Nr:	**CPQ-602252 Rev. 2**
Terms of Payment:	**00% Down, 80% Delivery, 20% Installation** **Free On Board: Destination**
Purchasing Agreement:	VIZIENT SUPPLY LLC VIZIENT SUPPLY LLC terms and conditions apply to Quote Nr CPQ-602252 Customer certifies, and Siemens relies upon such certification, that : (a) VIZIENT MRI XR0885 is the sole GPO for the purchases described in this Quotation, and (b) the person signing this Quotation is fully authorized under the Customer's policies to choose and indicate for Customer such appropriate GPO.

MAGNETOM Sola (DE)

All items listed below are included for this system:

Qty	Part No.	Item Description
1	14460300	**MAGNETOM Sola - System** MAGNETOM Sola - the first 1.5T BioMatrix system - leverages the intelligent combination of Tim 4G and Siemens unique BioMatrix technology to embrace the unique challenges that every patient brings to the MRI exam. System Design - Short and open appearance (157 cm total system length cover-to-cover and 70 cm Open Bore Design) to reduce patient anxiety and claustrophobia - Whole-body superconductive Zero Helium Boil-Off 1.5T magnet - Weight-optimized magnet technology based on high performance 3T and 7T magnet design - Actively Shielded water-cooled Siemens gradient system for maximum performance BioMatrix Technology to address intrinsic biovariability in humans. Built on three technological pillars: - BioMatrix Sensors: anticipate challenges before they happen with respiratory sensors, which measure a patient's respiratory signal as soon as the patient lies on the table. - BioMatrix Tuners: adapt and correct field inhomogeneities induced by patient anatomy with CoilShim and SliceAdjust. - BioMatrix Interfaces: easily manage any type of patient with intelligent interfaces like Select&GO to accelerate workflow. Tim 4G (Total imaging matrix in the 4th generation) for excellent image quality and speed - Siemens unique DirectRX technology enabling all digital-in/digital-out design - Dual-Density Signal Transfer Technology Push-button exams with GO technologies

Select&GO
DotGO
Recon&GO
MR View &GO

Tim Application Suite enabling excellent head-to-toe imaging
- Neuro Suite
- Angio Suite
- Cardiac Suite
- Body Suite
- Onco Suite
- Breast Suite
- Ortho Suite
- Pediatric Suite
- Scientific Suite

Further included:
- High performance host computer and measurement and reconstruction system
- Patient communication including headphones
- Turbo Suite Essential
- syngo MR softw are including:
- 1D/2D PACE
- BLADE
- Phoenix
- Inline Diffusion
- MDDW (Multiple Direction Diffusion Weighting)
- CISS
- DESS
- TGSE
- Offline Composing

1 14460161 **MR General Engine #Vi**

syngo.MR General Engine extends Numaris/X by adding dedicated w orkflows and tools for routine and advanced reading of MR examinations.
A generic MR Basic w orkflow is provided, as w ell as specific MR Neurology, MR Prostate Reading, MR Breast Reading, and MR Cardio-Vascular w orkflows.

1 14456321 **Brain Dot Engine #Se**

The Brain Dot Engine provides guided and automated w orkflows customizable to the site specific standards of care for general brain examinations. The Brain Dot Engine supports the user in achieving reproducible image quality w ith increased ease of use and time efficient exams.
The brain w orkflow can be personalized to the individual patient condition and clinical need. Several predefined strategies are included, w hich can be easily selected w ith one click. They can be changed at any time during the brain w orkflow .

1 14461775 **DotGO Routine Package #BM**

The DotGO Routine Package includes both:
- Spine Dot Engine and
- Large Joint Dot Engine.

As a package they offer a comprehensive set of w orkflows w ith guidance and automation, for standardized image quality in Spine and MSK MR imaging.
The Spine Dot Engine provides the functionality of Inline Composing and Tim Planning Suite for streamlining w orkflows in all spine imaging. Tools, such as auto-positioning and vertebral recognition w ith AutoAlign Spine, AutoCoverage and Spine Labelling support and optimize reproducibility for your cervical, thoracic and lumbar spine imaging for all clinical indications.
The Large Joint Dot Engine enhances standardization of the knee, hip and shoulder w orkflows and optimizes reproducible image quality by incorporating automation tools, such as anatomically based auto-positioning (AutoAlign). Dedicated imaging techniques, such as Advanced WARP, are included and can help to expand the access of diagnostic MRI to a broader range of patient types.

1 14441748 **Quiet Suite #T+D**

Quiet Suite enables complete, quiet examinations for neurology and orthopedics with at least 70% reduction in sound pressure levels.

1 14460162 **Tim Whole Body Suite #Vi**
Tim Whole Body Suite puts it all together. This suite enables table movement for imaging of up to 205 cm (6' 9") FoV without compromise. In combination with Tim's newly designed ultra-high density array higher spatial and temporal resolution can be achieved along with unmatched flexibility of any coverage up to Whole Body. For faster exams and greater diagnostic confidence.

1 14460227 **Tim Planning Suite #Vi**
With the Tim Planning Suite, multiple regions in the entire body can be examined in a minimum of time through measurement planning on a single FoV of any desired size.

1 14456329 **syngo TimCT FastView #Vi**
TimCT FastView is the "one go" localizer for the whole body or large body regions such as the whole spine or the whole abdomen. It acquires the complete extended Field of View in one volume with isotropic resolution. Transverse, coronal and sagittal reformats of the volume are calculated Inline and displayed for planning subsequent exams.
- Inline reconstruction of the localizer images during the scan.
- Localizing images in three planes over the maximum Field of View available for subsequent planning in all orientations.
- TimCT FastView runs without laser light positioning to further streamline the workflow for several indications.

1 14460160 **Advanced Diffusion #Vi**
QuietX DWI and RESOLVE together make up the Advanced Diffusion package.

QuietX DWI enables quieter diffusion-weighted imaging of the brain with up to 70% reduction in sound pressure relative to conventional diffusion-weighted imaging. RESOLVE (Readout Segmentation Of Long Variable Echo-trains) is a multi-shot, readout segmented EPI sequence for high-resolution, low-distortion diffusion-weighted imaging (DWI). This technique is largely insensitive to susceptibility effects, providing anatomically accurate diffusion imaging for the brain, spine, breast and prostate. In combination with syngo.MR Tractography, RESOLVE enables excellent white-matter tract imaging even in regions of high susceptibility, such as the spine.

1 14456327 **WARP & Advanced WARP #Vi**
WARP and Advanced WARP (SEMAC) integrates different techniques tailored to reduce susceptibility artifacts caused by orthopedic MR-conditional metal implants.

1 14456237 **Advanced Cardiac incl. PSIR #Vi**
This package contains special sequences and protocols for advanced cardiac imaging including 3D and 4D BEAT functionalities. It supports advanced techniques for ventricular function imaging, dynamic imaging, tissue characterization, coronary imaging, and more.

1 14456323 **Inline Composing syngo #Se**
Automatic anatomical or angiographic composing of multiple adjacent coronal or sagittal images for presentation and further evaluation. Composed images can be automatically loaded into Graphical Slice Positioning for scan planning purposes.

1 14475338 **syngo Expert-I XA31**
This software application enables remote access to the system (connected via local area network) for planning and processing.

1 14460302 **Tim [204x48] XJ Gradient #So**
Tim [204x48] XJ-gradients performance level
Tim 4G's RF system and innovative coil architecture enables high-resolution imaging and increased throughput.
The system provides a maximum number of 204 channels (coil elements) that can be connected simultaneously. Flexible parallel imaging is achieved by the standard 48 independent RF channels that can be used simultaneously in one single scan and in one single FOV, each generating an independent partial image.

XJ - gradients
The XJ 33/125 gradients are designed for high performance and linearity to support clinical whole body imaging at 1.5T. The XJ gradients combine 33 mT/m peak amplitude with a slew rate of 125 T/m/s.
The force compensated gradient system minimizes vibration levels and acoustic noise.

High-performance measurement and reconstruction system.

1 14460306 **Standard Coil Package, 48-ch #So**
This package includes (if not exchanged with different variants via respective quote items):
- BioMatrix Head/Neck 20 tiltable with CoilShim
- BioMatrix Spine 32 with Respiratory Sensors
- Body 18
- Flex Large 4
- Flex Small 4
- Flex Coil Interface

1 14456328 **BioMatrix Technology #Vi**
The new and unique BioMatrix technology addresses the different aspects of patient bio-variability. It is based on three
technological clusters:
- BioMatrix Sensors address patient physiology, in order to anticipate challenges
- BioMatrix Tuners address patient anatomy, in order to adapt to all patients, especially critical ones.
- BioMatrix Interfaces address user interaction with the patient, to accelerate the workflow in the face of patient variability.

1 14470783 **BioMatrix Respiratory Sensors#Vi,So**
Highly integrated BioMatrix Respiratory sensors measure the patient's breathing cycle in head-first and feet-first orientation.

1 14470792 **BioMatrix Coil Shim #Vi,So**
BioMatrix CoilShim helps to reduce patient induced strongly localized B0 inhomogeneities by dedicated local shim channels.

1 14470794 **BioMatrix SliceAdjust #BM**
BioMatrix SliceAdjust helps to avoid station boundaries and apparent broken spine artifacts as well as to preserve the SNR for whole-body diffusion.

1 14460412 **BioMatrix Table #So**
The new BioMatrix Table is designed for smooth patient preparation, high patient comfort and easy cleanability. The unique design of the BioMatrix table can support up to 250 kg (550 lbs) without restricting the vertical or horizontal movement.

1 14470795 **BioMatrix Select & GO #Vi,So**
The BioMatrix Select&GO interface enables fast and easy single-touch patient positioning from both sides of the patient table. The interfaces are integrated left and right into the front covers. Correct positioning saves unnecessary wasted time for repositioning and additional adjustments, therefore shortening the total room time.

1 14460410 **Silver & White Design #So**
MAGNETOM Sola is available in two different light and appealing design variants which perfectly integrate into different environments. The Silver &White Design Variant comprises a brilliant white front design ring with integrated unique Select&GO panels. The smoothly embracing deco area on the left side and the outer rings in the front and the back of the system is colored in brilliant silver.
The table cover is presented also in the same color and material selection.

1 14456270 **PC Keyboard US English #Vi**
Standard PC keyboard with 105 keys.

1 14456238 **Peripheral Pulse Unit #Vi**
Peripheral Pulse Unit for Pulse Triggering

1 14475291 **SW syngo MR XA31A**

syngo MR XA31A software with new features and applications.

Please be aware that certain or all positions of this quote have the software version syngo MR XA31A as prerequisite.

1	14461619	**Turbo Suite Essential #BM** Turbo Suite Essential comprises established acceleration techniques to maximize productivity for all contrasts, orientations and all routine imaging applications from head-to-toe.
1	14475508	**Turbo Suite Excelerate** Turbo Suite Excelerate comprises access to cutting edge acceleration techniques such as Simultaneous Multi-Slice, Compressed Sensing and Wave-CAIPI for static 2D and static 3D imaging applications in Neuro, MSK and Body MRI.
1	14475524	**Deep Resolve Discovery Package** The Deep Resolve Discover package combines the two applications, Deep Resolve Gain and Deep Resolve Sharp which drive advanced image reconstruction with higher signal to noise ratio and improved image sharpness.
1	14402527	**SWI #Tim** Susceptibility Weighted Imaging is a high-resolution 3D imaging technique for the brain with ultra-high sensitivity for microscopic magnetic field inhomogeneities caused by deoxygenated blood, products of blood decomposition and microscopic iron deposits. Among other things, the method allows for the highly sensitive proof of cerebral hemorrhages and the high-resolution display of venous cerebral blood vessels.
1	14409198	**Native syngo #Tim** Integrated software package with sequences and protocols for non-contrast-enhanced 3D MRA with high spatial resolution. syngo NATIVE particularly enables imaging of abdominal and peripheral vessels and is an alternative to MR angiography techniques with contrast medium, especially for patients with severe renal insufficiency.
1	08464740	**Flow Quantification #Tim** Special sequences for quantitative assessment of flow i
1	14456247	**syngo.MR Cardiac Flow #1** syngo.MR Cardiac Flow processes velocity-encoded MR images to evaluate blood flow dynamics e.g. in the heart and the great vessels. The application generates quantitative results for physicians in the diagnostic process. The MR cardiac interactive reporting template is included.
1	14430491	**Body 18 long #Ae** The new Tim 4G coil technology with Dual Density Signal Transfer and SlideConnect Technology combines key imaging benefits: excellent image quality, high patient comfort, and unmatched flexibility: - 18 channels (inherent) or more, if the coil is combined with other coils - Dual Density Signal Transfer - Ultra light-weight - SlideConnect Technology The 18-channel coil with its 18 integrated pre-amplifiers ensures excellent signal-to-noise ratio. The 18 coil elements provide extensive coverage in all directions. The single SlideConnect plug allows for fast and easy patient preparation. The coil's extended cable allows for more flexibility in connector selection which is especially helpful if multiple flexible coils need to be combined and challenging imaging set-ups need to be supported like in therapy imaging (e.g. for combined head-neck exams). The light-weight coil ensures highest patient comfort. The Body 18 1.5T long features: - 18-element design with 18 integrated preamplifiers (3 clusters of 6 elements each) - Operates in an integrated fashion with the Spine 32 as an 30 channel body coil (not in combination with the Combi Dockable Table) - Can be combined with further coils for larger coverage - Can be positioned in different orientations (0°, 90°, 180°, 270°) for patient specific adaptations

- No coil tuning
- iPAT compatible in all directions

The highly flexible design supports a wide variety of applications including:
- Thorax (incl. heart)
- Abdomen
- Pelvis
- Hip

1	14460315	**Shoulder Shape 16 #So** The Shoulder Shape 16 combines the known benefits of Tim 4G coil technology with new highly flexible materials, resulting in unmatched image quality, high patient comfort and easy handling. The Shoulder Shape 16 for examinations of the left or right shoulder consists of an iPAT-compatible 16-channel shoulder coil in a flexible shoulder cup that can be shaped around small and large shoulders. An L-shaped cushion for easy positioning of the patient is included. The 16-element coil with 16 integrated pre-amplifiers ensures maximum signal-to-noise ratio. Shoulder Shape 16 will be connected via a SlideConnect plug for fast and easy coil set-up and patient preparation.
1	14416961	**Hand/Wrist 16 #Ae** The new Tim 4G coil technology with Dual Density Signal Transfer and SlideConnect Technology combines key imaging benefits: excellent image quality, high patient comfort, and unmatched flexibility. Hand/Wrist 16 for examinations of the left or right hand and wrist region consists of a base plate and an iPAT compatible 16-channel coil and allows high-resolution imaging of the wrist and the hand within one examination. Hand/Wrist 16 will be connected via a SlideConnect plug for fast and easy patient preparation.
1	14460423	**Tx/Rx Knee 18 #So** New 18-channel transmit/receive coil optimized for knee imaging. The spacious design with a flared opening towards the thigh allows scanning even of large and swollen knees with exceptional image quality and signal to noise ratio. Main features: - 18-element design (3x6 coil elements) with 18 integrated preamplifiers - iPAT-compatible - SlideConnect Technology
1	14416962	**Foot/Ankle 16 #Ae** The new Tim 4G coil technology with Dual Density Signal Transfer and DirectConnect Technology combines key imaging benefits: excellent image quality, high patient comfort, and unmatched flexibility. Foot/Ankle 16 for examinations of the left or right foot and ankle region consists of a base plate and an iPAT compatible 16-channel coil and allows high-resolution imaging of the foot and ankle within one examination. Foot/Ankle 16 is a cable-less coil and will be connected via DirectConnect for fast and easy patient preparation.
1	14436665	**2/10/16ch Sentinelle BreastCoil #Ae** The 2/10/16-channel Sentinelle Breast Coil can be used as a breast imaging coil, a bilateral biopsy coil, as well as a unilateral biopsy coil providing large biopsy access This coil consists of a positioning frame with exchangeable coils with different numbers of channels as described in detail in the E text. The preamplifiers are integrated into the coil. The coil is iPAT-compatible.
2	14416972	**Tim Coil Interface 1.5T** Coil adapter plug for up to 8 receive and 1 transmit channels. This adapter will be required if the following Tim coils will be used on a compatible 1.5T MAGNETOM system with Tim 4G technology.
1	14460428	**ACR Phantom Holder**
1	14456241	**Separator 60kW/75kW #Vi**

The SEP (Separation cabinet) has to be used if a central hospital chilled water supply is available or if a chiller of any brand/type is already available.
The SEP is the interface between the on-site water chiller (of any brand or type) or the interface to the central hospital cooling water supply.
For the above-mentioned cases the SEP is mandatory!

In these cases, the primary water specifications must fulfill the requirements:
XJ: 45kW; water temperature: 6 - 14°C
XQ: 60kW; water temperature: 6 - 14°C
XT: 75kW; water temperature: 6 - 12°C

For all gradient systems:
Flow: 100+-10l/min; pH value 6-8; max working pressure 6 bar.

Dimensions: 1950mm x 650mm x 650mm (height x width x depth)
Weight: approx. 350kg

1 14460249

UPS system #Vi

UPS system Liebert GXT5 3000IRT2UXLE for MAGNETOM Vida for safeguarding computers. Including Power Cable of 9 m for connecting the UPS.
Power output: 3.0 kVA / 3 kW
Bridge time: 3 min full load / 12 min half load
Input voltage: 230 VAC

1 14456316

UPS Battery module (Libert GXT4 BATT)

UPS battery module Liebert GXT5 72VBATTE for MAGNETOM Aera, Skyra, Prisma, ESSENZA, Amira, Spectra, C! for safeguarding computers.
Extension for: Liebert GXT5 3000IRT2UXLE (14456315)
Battery type: Closed, maintenance-free
Extension of the bridge time to: 21 minutes full load / 48 min half load with one module
Dimensions (H x D x W): Battery module: 430 x 540 x 85 mm

Weight: approx. 30 kg

1 14456228

System Start Timer #Vi

Timer clock that can be installed together with the MAGNETOM MR system to start the system automatically at user-definable times, eliminating waiting times during system boot up.

1 14456275

FREEZEit+ #Vi

The FREEZEit+ Body Package contains three robust sequences for advanced imaging: TWIST, TWIST-VIBE and StarVIBE.
- TWIST is a Siemens unique sequence for time-resolved (4D) MR angiographic and dynamic imaging in general with high spatial and temporal resolution.
- TWIST-VIBE is a fast, high-resolution 4D imaging sequence, e.g. for multi-arterial liver imaging.
- StarVIBE is a motion-insensitive VIBE sequence using a stack-of-stars trajectory.

1 14407259

MR Workplace Table, height adjust.

The table is suitable for the syngo Acquisition Workplace and the syngo MR Workplace based on syngo hardware.
This 110V version has motorized table height adjustment.

1 14407261

MR Workplace Container, 50cm

50 cm wide extra case for the syngo host computer with sliding front door to allow change of storage media (CD/DVD/USB).

1 MR_STD_RIG_INST

MR Standard Rigging and Installation

MR Standard Rigging and Installation

This quotation includes standard rigging and installation of your new MAGNETOM system

Standard rigging into a room on ground floor level of the building during standard working hours (Mon. – Fri./ 8 a.m. to 5 p.m.)

		It remains the responsibility of the Customer to prepare the room in accordance with the SIEMENS planning documents Any rigging requiring a crane over 80 tons and/or special site requirements (e.g. removal of existing systems, etc.) is an incremental cost and the responsibility of the Customer. All other "out of scope" charges (not covered by the standard rigging and installation) will be identified during the site assessment and remain the responsibility of the Customer.
1	MR_BTL_INSTALL	**MR Standard Rigging & Install**
1	MR_PREINST_FIXED	**T+D Preinstall kit for fixed table**
1	MR_CRYO	**Standard Cryogens**
1	MR_PM	**MR Project Management** A Siemens Project Manager (PM) will be the single point of contact for the implementation of your Siemen's equipment. The assigned PM will work with the customer's facilities management, architect or building contractor to assist you in ensuring that your site is ready for installation. Your PM will provide initial and final drawings and will coordinate the scheduling of the equipment, installation, and rigging, as well as the initiation of on-site clinical education.
1	HASKRISFG23041	**Haskris OPC24 Chiller-63kW** The Haskris outdoor, air-cooled, water/glycol chiller has been specially designed for medical applications to provide stable, fully dedicated cooling to a single MR system. The Haskris chiller must be used in combination with a Siemens SEP cabinet. The Haskris chiller is suitable for use in all siting conditions: normal, coastal, low-ambient, and/or OSHPD-compliant locations. Specifications Cooling Capacity: 63kW Fluid Supply Temp: 43°F (6°C) to 59°F (15°C) Pump Capacity: 32 GPM (120 LPM) Condenser: Air-cooled (heat dissipated into ambient air) Outdoor ambient air temperature: -40°F (-40°C) to 122°F (50°C) Electrical: 460V-3Ø-60Hz Dimensions: 77"W x 40"D x 74"H (196cm x 102cm x 188cm) Siemens' Pricing Also Includes: Delivery Chiller Start-Up (Post Installation) 1x Preventative Maintenance Service Visit Remote Monitoring Panel with 1-Year Cellular Connectivity and Cloud Service Installation: Customer is responsible for the rigging and installation of the chiller. Customer is responsible for providing a 35% solution of propylene glycol with water; 25 gal (95 L) for the chiller plus 1 gal (3.8 L) per 10 ft (3m) external pipe run assuming 1 ½" pipe diameter. Warranty: 12 months from date of Start-Up
1	HASKRIS_STARTUP	**Haskris Chiller Start-Up** Chiller start-up by Haskris vendor after installation of chiller and completion of paperwork.
1	MR_GOKNEE3D	**GOKnee3D**

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GOKnee3D is a 10-minute, push-button examination for diagnostic imaging of the knee developed and clinically validated by the US board certified MSK radiologists at John Hopkins University Hospital. GOKnee3D exam consists of AutoAlign localizer in the knee, PD weighted contrast and T2 weighted contrast with fat suppression. The AutoAlign technology provides a push-button functionality and ensures consistency in imaging. The 3D protocols are high resolution and isotropic, enabled by SPACE sequence with CAIPIRINHA techniqueExamination time for 3T system is 10 minutes, for a 1.5T system is up to 11 minutes. All given examination times are examination only, adjustments have been excluded. When using GOKnee3D one of two software and coil combinations is required. Measurements made with GOKnee3D using the 15 channel knee coil require software version syngo MR E11C AP04 or higher. Measurements made with GOKnee3D using the 18 channel knee coil require software version syngo MR Numaris VA11A or higher.

1	MR_GOBRAIN	**GOBrain** GOBrain delivers reliable quality at exceptional speed. It enables clinically validated, push-button brain exams, with multiple orientations and all relevant contrasts. This fast exam is more tolerable for patients, and helps reduce motion-related artifacts and the need for rescans and sedation. As a result, GOBrain potentially doubles throughput and reduces costs per scan. Supported by our Tim 4G technology and DotGO, it delivers consistently high quality and maximizes the productivity of your MRI scanner - while improving patient care.
1	MRIMAB_100	**MRI Armboard w/ Pad**
1	MR_TRADE_IN_ALLOW	**MR Trade-in-Allowance, Avanto, project #2022-2018, deinstall/expire date 11/2022 ($95,500)**
1	MR_ADDL_RIGGING	**Additional Rigging MR $7,200**

System Total **$ 1,488,000**

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ALTERNATE PRODUCTS on Quote Nr : CPQ-602252 Rev. 2

Alternate Products for MAGNETOM Sola (DE)

All items listed below are ALTERNATE PRODUCTS: *(See Detailed Technical Specifications at end of Proposal.)*

Qty	Part No.	Item Description	Initial to Accept
1	14456267	**CS GRASP-VIBE #Vi** Compressed Sensing GRASP-VIBE (Golden-Angle Radial Sparse Parallel) makes it possible to conduct dynamic contrast-enhanced abdominal exams in free breathing. Acquisition is performed in one continuous run, using a golden-angle stack-of-stars radial scheme that confers robustness towards motion and the flexibility to choose the temporal resolution at reconstruction time. The temporal resolution may even vary over the duration of the scan. Reconstruction is performed using a Compressed Sensing accelerated iterative algorithm with per-voxel through-time regularization. The combination of features enables for free-breathing abdominal exams with both robust diagnostic image quality and the high temporal resolution required to capture the dynamic phases of contrast enhancement. Additional features: - Auto Bolus Detection at reconstruction time - Configuration of exam phases in terms of start time relative to the auto-detected bolus arrival, duration, temporal resolution, and pre-selection for export to PACS - Self-gating for further reduction of residual motion blur - Includes FREEZEit+ #Vi	
1	14460419	**High-End Computing [204x48] #So** Tim 4G power computing upgrade for MAGNETOM Sola Tim [204x48]. This upgrade brings a high-end image reconstruction computer to the Tim [204x48] configuration. **The above item(s) are being quoted as a substitute for the following quoted Part No(s).** • *14456275 -FREEZEit+ #Vi*	

Incremental Price
+ $ 42,133

X_____

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OPTIONS on Quote Nr : CPQ-602252 Rev. 2

OPTIONS for MAGNETOM Sola (DE)

All items listed below are OPTIONS and will be included on this system ONLY if initialed: *(See Detailed Technical Specifications at end of Proposal.)*

Qty	Part No.	Item Description	Extended Price	Initial to Accept
1	14441813	**QISS #T+D** Softw are package w ith QISS sequence, protocols and Dot AddIn for non-contrast-enhanced peripheral MRA. QISS particularly enables higher reproducibility than existing methods and is an alternative to MR angiography techniques w ith contrast medium, especially for patients w ith severe renal insufficiency.	**+ $ 9,360**	_____
1	14469229	**Flex -> UltraFlex Upgrade #1.5T** This option exchanges the Flex Small & Large 4 coils incl. the Flex Coil Interface from the standard coil configuration for the superior UltraFlex Small & Large 18. These are tw o lightw eight, iPAT compatible, 18-element no-tune receive coils made of highly flexible and soft material. UltraFlex Large 18 Ideal for examinations of larger extremities (e.g. medium to large shoulder, hip, knee, ankle and hand) and for abdominal examinations. Dedicated positioning aids for larger extremities are delivered w ith the coil. UltraFlex Small 18 Ideal for examinations of smaller extremities (e.g. small to medium shoulder, smaller ankle, elbow and hand) and for abdominal examinations. Dedicated positioning aids for smaller extremities are delivered w ith the coil.	**+ $ 30,420**	_____
1	14456282	**Positioning Aids Shoulder&Ankle #Vi** This package contains additional positioning aids that can be used for the UltraFlex Large 18 and UltraFlex Small 18.	**+ $ 1,560**	_____

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

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

COMPLIANCE: Compliance with legal and internal regulations is an integral part of all business processes at Siemens. Possible infringements can be reported to our communication channel “Let Us Know”.

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Siemens Medical Solutions USA, Inc. General Terms and Conditions

1. GENERAL

1.1 Contract Terms and Acceptance. These terms and conditions constitute an integral part of any contract between Seller and Purchaser identified on the first page hereof and shall govern the sale of the products identified in such contract ("Products"). Purchaser acknowledges that this is a commercial and not a consumer transaction. Purchaser shall be deemed to have assented to, and to have waived any objection to, this Agreement upon the earliest to occur of any of the following: Purchaser's completion or execution of this Agreement; Purchaser's acceptance of all or any part of the Products; Purchaser's issuance of a purchase order for any Products identified on Seller's quotation or proposal; or delivery of the Products to the common carrier for shipment pursuant hereto.**1.2 Refurbished/Used Products.** For Products identified on this Agreement as used or refurbished Products, these Products have been previously owned and used. When delivered to Purchaser, such Products will perform in accordance with the manufacturer's specifications. Since pre-owned Products may be offered simultaneously to several customers, the availability of such Products to Purchaser cannot be guaranteed. If the Products are no longer available, Seller will use its best efforts to identify other suitable products in its inventory. If substitute products are not acceptable to Purchaser, then Seller will cancel the order and refund to Purchaser any deposits previously paid. The warranty period for any used or refurbished Products will be separately stated on the quotation. **1.3 Third Party Products.** If this Agreement includes the sale of third party products not manufactured by Seller, then Purchaser agrees and acknowledges that (a) Purchaser has made the selection of these products on its own, (b) the products are being acquired by Seller solely at the request of and for the benefit and convenience of Purchaser, (c) no representation, warranty or guarantee has been made by Seller with respect to the products, (d) the obligation of Purchaser to pay Seller for the products is absolute and unconditional, (e) use of the products may be subject to Purchaser's agreement to comply with any software licensing terms imposed by the manufacturer; and (f) unless otherwise indicated by Seller in writing, Seller is not responsible for any required installation, validation, product recall, warranty service, maintenance, complaint handling, or any other applicable FDA regulatory requirements, and the Purchaser will look solely to the manufacturer regarding these services and will assert no claim against Seller with respect to these products.

2. PRICES

2.1 Quotations. Unless otherwise agreed to in writing or set forth in the quotation, all prices quoted by Seller and amounts payable by Purchaser are in U.S. dollars, and include Seller's standard packaging. The prices quoted to Seller assume that the Seller is located in, and will use the Products in, the U.S. If not, such quotation will be void. Unless otherwise stated, the quotation shall only be valid for forty-five (45) days from the date of the quotation.**2.2 Delay in Acceptance of Delivery.** Should the agreed delivery date be postponed by Purchaser, Seller shall have the right to deliver the Products to storage at Purchaser"s risk and expense, and payments due upon delivery shall become due when Seller is ready to deliver.

3. TAXES

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

4. TERMS OF PAYMENT; DEFAULT

4.1 Payments; Due Date. Unless otherwise set forth in the quotation, Purchaser shall pay Seller as follows: an initial deposit of 10% of the purchase price for each Product is due upon submission of the purchase order, an additional 80% of the purchase price is due upon delivery of each Product, and the final 10% of the purchase price is due upon completion of installation or when the Products are available for first patient use, whichever occurs first. Unless otherwise agreed, all payments other than the initial deposit are due net thirty

(30) days from the date of invoice. Seller shall have no obligation to complete installation until the payment due upon delivery is received. Partial shipments shall be billed as made, and payments for such shipments will be made in accordance with the foregoing payment terms.**4.2 Late Payment.** A service charge of 1½% per month, not to exceed the maximum rate allowed by law, shall be made on any portion of Purchaser"s outstanding balance which is not paid when due. Payment of such service charge shall not excuse or cure Purchaser's breach or default for late payment.**4.3 Payment of Lesser Amount.** If Purchaser pays, or Seller otherwise receives, a lesser amount than the full amount provided for under this Agreement, such payment shall not constitute or be construed other than as on account of the earliest amount due Seller. No endorsement or statement on any check or payment or elsewhere shall constitute or be construed as an accord or satisfaction. **4.4 Where Payment Due Upon Installation or Completion.** Should any terms of payment provide for either full or partial payment upon completion of installation or thereafter, and completion of installation is delayed for any reason for which Seller is not responsible beyond the installation date set forth in the Notice to Manufacture Letter issued by Seller, as applicable, then the balance of payments shall be due on the day following such installation date.**4.5 Default; Termination.** Each of the following shall constitute an event of default under this Agreement: (i) a failure by Purchaser to make any payment when due; (ii) a failure by Purchaser to perform any other obligation under this Agreement within thirty (30) days of receipt of written notice from Seller; or (iii) the commencement of any insolvency, bankruptcy or similar proceedings by or against Purchaser. Upon the occurrence of any event of default, at Seller's election: (a) the entire amount of any indebtedness and obligation due Seller under this Agreement and interest thereon shall become immediately due and payable; (b) Seller may suspend the performance of any of Seller's obligations hereunder, including, but not limited to, obligations relating to delivery, installation and warranty services; (c) Purchaser shall put Seller in possession of the Products upon demand; (d) Seller may sell or otherwise dispose of all or any part of the Products and apply the proceeds thereof against any indebtedness or obligation of Purchaser under this Agreement; (e) if this Agreement or any indebtedness or obligation of Purchaser under this Agreement is referred to an attorney for collection or realization, Purchaser shall pay to Seller all costs of collection and realization (including, without limitation, a reasonable sum for attorneys' fees); and Purchaser shall pay any deficiency remaining after collection of or realization by Seller on the Products. In addition, Seller may terminate this Agreement upon written notice to Purchaser in the event that Purchaser is not approved for credit or upon the occurrence of any material adverse change in the financial condition or business operations of Purchaser.**4.6 Financing.** Notwithstanding any arrangement that Purchaser may make for the financing of the purchase price of the Products, the parties agree that any such financing arrangement shall have no effect on the Purchaser's payment obligations under this Agreement, including but not limited to Sections 4.1 and 4.2 above.

5. EXPORT TERMS

5.1 Unless other arrangements have been made, payment on export orders shall be made by irrevocable confirmed letter of credit, payable in U.S. dollars against Seller's invoice and standard shipping documents. Such letter of credit shall be in an amount equal to the full purchase price of the Products and shall be established in a U.S. bank acceptable to Seller. Purchaser shall have sole responsibility to procure all necessary permits and licenses for shipment and compliance with any governmental regulations concerning control of final destination of Products.**5.2** Purchaser agrees that Products shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with applicable export Control and US Sanction laws and regulations. If Purchaser purchases a Product at the domestic price and exports such Product, or transfers such Product to a third party for export, outside of the U.S., Purchaser shall pay to Seller the difference between the domestic price and the international retail price of such Product. Purchaser shall deliver to Seller, upon Seller's request, written assurance regarding compliance with this Section in form and content acceptable to Seller.

6. DELIVERY, RISK OF LOSS

6.1 Delivery Date. Delivery and installation dates will be established by mutual agreement of the parties as set forth in the Notice to Manufacture Letter issued by the Seller, as applicable. Seller shall make reasonable efforts to meet such delivery date(s).**6.2 Risk of Loss;**

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

7. SECURITY INTEREST/FILING

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

8. CHANGES, CANCELLATION, AND RETURN

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

9. FORCE MAJEURE

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

10. WARRANTY

10.1 Seller warrants that the Products manufactured by Seller and sold hereunder shall be free from defects in material or workmanship under normal use and service for the warranty period. The final assembled Products shall be new although they may include certain used, reworked or refurbished parts and components (e.g., circuit boards) that comply with performance and reliability specifications and controls. Seller's obligation under this warranty is limited, at Seller's option, to the repair or replacement of the Product or any part thereof. Unless otherwise set forth in the Product Warranty attached hereto and incorporated herein by reference ("Product Warranty"), the warranty period shall commence upon the earlier of the date that the Products have been installed in accordance with Section 12.5 hereof (which date shall be confirmed in writing by Seller) or first patient use, and shall continue for twelve (12) consecutive months. Seller makes no warranty for any Products made by persons other than Seller or its affiliates, and Purchaser's sole warranty therefor, if any, is the original manufacturer"s warranty, which Seller agrees to pass on to Purchaser, as applicable. The warranty provided by Seller under this Section 10 extends only to the original Purchaser,

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

11. LIMITATION OF LIABILITY

11.1 In no event shall Seller's liability hereunder exceed the actual loss or damage sustained by Purchaser, up to the purchase price of the Products. The foregoing limitation of liability shall not apply to claims for bodily injury or damages to real property or tangible personal property to the extent arising from Seller's negligence or a product defect.**11.2 SELLER SHALL NOT BE LIABLE FOR ANY LOSS OF USE, REVENUE OR ANTICIPATED PROFITS; COST OF SUBSTITUTE PRODUCTS OR SERVICES; LOSS OF STORED, TRANSMITTED OR RECORDED DATA; OR FOR ANY INDIRECT, INCIDENTAL, UNFORESEEN, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY**

OTHER THEORY OR FORM OF ACTION, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY THEREOF, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SALE OR USE OF THE PRODUCTS. THE FOREGOING IS A SEPARATE, ESSENTIAL TERM OF THIS AGREEMENT AND SHALL BE EFFECTIVE UPON THE FAILURE OF ANY REMEDY, EXCLUSIVE OR NOT.

12. INSTALLATION - ADDITIONAL CHARGES

12.1 General. Unless otherwise expressly stipulated in writing, the Products shall be installed by and at the expense of Seller except that Seller shall not provide rigging or site preparation services unless otherwise agreed to in writing by Seller for an additional charge. Seller will not install accessory items such as cabinets, illuminators, darkroom equipment or processors for X-Ray and CT equipment, unless otherwise agreed to in writing by Seller.**12.2 Installation by Seller.** If Seller specifies it will install the Products, the following applies: subject to fulfillment of the obligations set forth in Section 12.3 below, Seller shall install the Products and connect them to the requisite safety switches and power lines to be installed by Purchaser. Except as otherwise specified below, if such installation and connection are performed by Seller‘s technical personnel, prices shown include the cost thereof, provided that the installation and connection can be performed within the Continental United States or Puerto Rico and during normal business hours. Any overtime charges or other special expenses shall be additional charges to the prices shown.**12.3 Purchaser"s Obligations.** Purchaser shall, at its expense, provide all proper and necessary labor and materials for plumbing service, carpentry work, conduit wiring, and other preparations required for such installation and connection. All such labor and materials shall be completed and available at the time of delivery of the Products by Seller. Additionally, Purchaser shall provide free access to the installation site and, if necessary, safe and secure space for storage of Products and equipment prior to installation by Seller. Purchaser shall be responsible, at its sole cost and expense, for obtaining all permits, licenses and approvals required by any federal, state or local authorities in connection with the installation and operation of the Products, including but not limited to any certificate of need and zoning variances. Purchaser shall provide a suitable environment for the Products and shall ensure that its premises are free of hazardous conditions and any concealed or dangerous conditions and that all site requirements are met. Seller shall delay its work until Purchaser has completed the removal of any hazardous materials or has taken any other precautions and completed any other work required by applicable regulations. Purchaser shall reimburse Seller for any increased costs and expenses incurred by Seller that are the result of or are caused by any such delay. In the event that Seller is requested to supervise the installation of the Products, it remains the Purchaser"s responsibility to comply with local regulations. Seller is not an architect and all drawings furnished by Seller are not construction drawings. If local labor conditions, including a requirement to use union labor, require the use of non-Seller employees to participate in the installation of the Product or otherwise causes delays or any additional expenses, then any such additional costs shall be at Purchaser’s expense. **12.4 Regulatory Reporting.** In the event that any regulatory activity is performed by anyone other than Seller’s authorized personnel, then Purchaser shall be responsible for fulfilling any and all reporting requirements.**12.5 Completion of Installation.** Installation shall be complete upon the conclusion of final calibration and checkout under Seller’s standard procedures to verify that the Products meet applicable written performance specifications. Notwithstanding the foregoing, first use of the Products by Purchaser, its agents or employees for any purpose after delivery shall constitute completion of installation.

13. PATENT, COPYRIGHT AND OTHER INFRINGEMENT CLAIMS

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

reasonable depreciation for Purchaser's use of the Products. The foregoing states Seller's entire obligation and liability, and Purchaser's sole remedy, for claims of infringement.**13.2 Infringement by Purchaser.** If some or all of the Products sold hereunder are made by Seller pursuant to drawings or specifications furnished by Purchaser, or if Purchaser modifies or combines, operates or uses the Products other than as specified by Seller or with any product, data, software, apparatus or program not provided or approved by Seller, then the indemnity obligation of Seller under Section 13.1 shall be null and void.

14. DESIGNS AND TRADE SECRETS; LICENSE; CONFIDENTIALITY

14.1 Any drawings, data, designs, software programs or other technical information supplied by Seller to Purchaser in connection with the sale of the Products shall remain Seller's property and shall at all times be held in confidence by Purchaser.**14.2** For all Products which utilize software for their operation, such "Applications Software" shall be licensed to Purchaser under the terms of Seller's Software License Schedule attached hereto.**14.3** Seller and Purchaser shall maintain the confidentiality of any information provided or disclosed to the other party relating to the business, customers and/or patients of the disclosing party, as well as this Agreement and its terms (including the pricing and other financial terms under which the Purchaser will be purchasing the Products). Each party shall use reasonable care to protect the confidentiality of the information disclosed, but no less than the degree of care it would use to protect its own confidential information, and shall only disclose the other party's confidential information to its employees and agents having a need to know this information. The obligations of confidentiality set forth herein shall not apply to any information in the public domain at the time of disclosure or that is required to be disclosed by court order or by law.

15. ASSIGNMENT

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

16. COSTS AND FEES

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

17. MODIFICATION

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

18. GOVERNING LAW; WAIVER OF JURY TRIAL

18.1 This Agreement shall be governed by the laws of the state where the Product(s) will be installed, without regard to that state's choice of law principles.**18.2 EACH OF THE PARTIES EXPRESSLY WAIVES ALL RIGHTS TO A JURY TRIAL IN CONNECTION WITH ANY DISPUTE UNDER THIS AGREEMENT.**

19. COST REPORTING

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

20. INTEGRATION

20.1 These terms and conditions, including any attachments or other documents incorporated by reference herein, constitute the entire, complete and exclusive statement of agreement with respect to the subject matter hereof, and supersede any and all prior agreements, understandings and communications between the parties with respect to the Products. Purchaser's additional or different terms and conditions stated in a purchase order, bid documents or any other document issued by Purchaser are specifically rejected

and shall not apply to the transactions contemplated under this Agreement.

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

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

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

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

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

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

27. DISPOSITION OF PRODUCTS
27.1 Purchaser expressly agrees that should Purchaser sell, transfer or otherwise dispose of the Products, Purchaser shall notify Seller in writing and give Seller the opportunity to purchase such Products. With Purchaser's notice, Purchaser shall provide Seller with a copy of the third party's binding offer to purchase the Products and Seller shall have seven (7) days to notify the Purchaser of an offer to purchase the Products.
05/15 Rev.

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

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

"**Agreement**" shall mean the attached (i) Quotation for Products and/or Services including the Terms and Conditions of Sale and applicable schedules; and/or (ii) Software License Agreement describing the software licensed herein and the specific system for which the license is issued.
"**Licensor**" shall mean Siemens Medical Solutions USA, Inc.
"**Licensee**" shall mean the end-user to whom Licensor provides Software or Documentation for its internal use under the Agreement.
"**Software**" shall mean the software described in the attached Agreement, including the following as contained therein: (i) software programs consisting of a series of statements or instructions to be used directly or indirectly in a programmable controller or computer to bring about a certain result and (ii) databases consisting of systemized collections of data to be used or referenced directly or indirectly by a programmed controller or computer. Notwithstanding the foregoing, "Software" does not include "firmware" as such term is conventionally understood. Diagnostic/Maintenance Software also is not included within the scope of the Software licensed under this Schedule, and is available only as a special option under a separate Diagnostic Materials License Agreement and may be subject to a separate licensing fee.
"**Documentation**" shall mean the documents and other supporting materials which are intended to support the use of an associated product, including (but not limited to) instructions, descriptions, flow charts, logic diagrams and listings of the Software, in text or graphic form, on machine readable or printed media.
"**Designated Unit**" shall mean a single control unit or computer identified on the first page of the Agreement, on which Software licensed hereunder may be used by Licensee.
2. SCOPE: The following terms and conditions shall apply to all Software and Documentation provided by Licensor to Licensee under the Agreement (whether included with other products listed in the Agreement or listed separately in the Agreement), together with any updates or revisions thereto which Licensor may provide to Licensee, and all copies thereof, except any Software and/or Documentation licensed directly by Licensor's supplier under a separate end-user license agreement accompanying the Software or the Documentation, in which case Licensee agrees to be bound by that license agreement as a condition to using the Software and/or Documentation. Except as expressly provided herein, and provided that in no event shall the warranties or other obligations of Licensor with respect to such Software or Documentation exceed those set forth in this Schedule, this Schedule shall be subject to the liability limitations and exclusions and other terms and conditions set forth in the Agreement. **ANY USE OF THE SOFTWARE, INCLUDING BUT NOT LIMITED TO USE ON THE DESIGNATED UNIT, WILL CONSTITUTE LICENSEE'S AGREEMENT TO THIS SOFTWARE LICENSE SCHEDULE (OR RATIFICATION OF ANY PREVIOUS CONSENT).**
3. SOFTWARE AND DOCUMENTATION LICENSE: Subject to the payment of any applicable annual license fee(s), whether stated separately or included in the purchase price of another product, and to Licensee's acceptance of all of the obligations set forth herein and to the fulfillment of those obligations, Licensor or, if applicable, its licensor or supplier, hereby grants to Licensee a paid-up, nonexclusive and nontransferable (except as expressly provided in this Schedule) limited license to use the Software provided by Licensor under the Agreement solely for Licensee's own use on the Designated Unit and to use the Documentation in support of Licensee's authorized use of the Software, for the purpose of operating the Designated Unit in accordance with the instructions set forth in the user's manual supplied with the Designated Unit and for no other purpose whatsoever. A separate license is required for each Designated Unit on which the Software is to be used. Licensee may obtain from Licensor one copy of the Software licensed hereunder for backup and archival purposes only as is necessary to support Licensee's own authorized use of the Software, provided that Licensee includes on or in all copies (in any form) all copyright, trade secret or other proprietary notices contained on or in the Software as provided by Licensor. Additional copies of the Documentation may be licensed from Licensor at its then applicable charges. Licensee may make the Software and Documentation (including any copies) available only to its employees and other persons on Licensee's premises to whom such disclosure is necessary to enable Licensee to use the Software or Documentation within the scope of the license provided in this Schedule. If the Software is supplied to any unit or agency of the United States Government other than the Department of Defense, the Software and Documentation are classified as "restricted computer software" and the Government's rights in the Software and Documentation shall be as provided in paragraph (c) (2) of the Commercial Computer Software-Restricted Rights clause in FAR 52.227-19 and any successor laws, rules or regulations thereto. If the Software is supplied to the United States Department of Defense, the Software is classified as "commercial computer software" and the Government is furnished the Software and Documentation with "restricted rights" as defined in paragraph (c) (1) of the Rights in Technical Data and Computer Software clause in DFARS 252.227-7013 and any successor laws, rules or regulations thereto.
4. PROPRIETARY PROTECTION AND CONFIDENTIALITY: Ownership of and title to the Software and Documentation and all copies, in any form, licensed under this Schedule are and will remain in Licensor or its suppliers at all times. Licensee shall not (i) remove any copyright, trade secret or other proprietary right notices contained on or in the Software or Documentation as provided by Licensor, (ii) reproduce or modify any Software or Documentation or copy thereof, (iii) reverse assemble, reverse engineer or decompile any Software, or copy thereof, in whole or in part (except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation), (iv) sell, transfer or otherwise make available to others the Software or Documentation, or any copy thereof, except as expressly permitted by this Schedule, or (v) apply any techniques to derive any trade secrets embodied in the Software or Documentation. Licensee shall take all appropriate actions to ensure that: (i) the Software does not leave the Designated Unit's equipment location as set forth above, (ii) the Software is not copied by Licensee or any third parties, and (iii) the Software is not used in any equipment other than the Designated Unit. Licensee shall secure and protect the Software and Documentation and copies thereof from disclosure and shall take such actions with its employees and other persons who are permitted access to the Software or Documentation or copies as may be necessary to satisfy Licensee's obligations hereunder. Prior to disposing of any computer medium, computer memory or data storage apparatus, Licensee shall ensure that all copies of Software and Documentation have been erased therefrom or otherwise destroyed. In the event that Licensee becomes aware that any Software or Documentation or copies are being used in a manner not permitted by the license, Licensee shall immediately notify Licensor in writing of such fact and if the person or persons so using the Software or Documentation are employed or otherwise subject to Licensee's direction and control, Licensee shall use reasonable efforts to terminate such impermissible use. Licensee will fully cooperate with Licensor so as to enable Licensor to enforce its proprietary and property rights in the Software. Licensee agrees that, subject to Licensee's reasonable security procedures, Licensor shall have immediate access to the Software at all times and that Licensor may take immediate possession thereof upon termination or expiration of the associated license or this Schedule. Licensee's obligations under this paragraph shall survive any termination of a license, the Schedule or the Agreement.
5. UPDATES AND REVISIONS: During the warranty period or under a separate service contract or software update subscription, revised or updated versions of the Software licensed under this Schedule may be made available, at Licensor's option, to Licensee to use or to test while Licensee continues use of a previous version. Licensee has the right to decide whether to install any such revised or updated versions or to continue use of the previous version after giving due regard to the United States Food and Drug Administration rules and regulations. However, Licensee shall pay Licensor for any services necessitated by any modifications of the Software by Licensee or by Licensee's failure to utilize the current non-investigational version of the Software provided by Licensor. Software updates that provide new features or capabilities or that require hardware changes will be offered to Licensee at purchase prices established by Licensor. Licensor retains the sole right to determine whether an update represents an enhancement of a previously purchased capability or a new

capability for which the Licensee will be charged. In addition, some updates may require Applications Training performed by Licensor's personnel that will be offered at Licensor's prevailing rates. Licensor retains the sole right to determine whether an update requires such training.

6. DELIVERY, RISK OF LOSS AND TITLE: Notwithstanding the provisions of Section 6 of the attached Terms and Conditions of Sale, if any, the Software and Documentation licensed hereunder shall be delivered on or about the delivery date stated in the Agreement unless a separate delivery date is agreed upon. If Software or Documentation licensed hereunder is lost or damaged during shipment from Licensor, Licensor will replace it at no charge to Licensee. If any Software or Documentation supplied by Licensor and licensed hereunder is lost or damaged while in the possession of Licensee, Licensor will replace it at Licensor's then current applicable charges, if any, for materials, processing and distribution. Notwithstanding the provisions of Section 6 of the attached Terms and Conditions of Sale, if any, the Software and Documentation, in any form, and all copies made by Licensee, including partial copies, and all computer media provided by Licensor are and remain the property of Licensor or its supplier. Licensee has no right, title or interest in the Software, the Documentation, or any computer media provided by Licensor, or copies, except as stated herein, and ownership of any such Software, Documentation and computer media shall at all times remain with Licensor or its suppliers.

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

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

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

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

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

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

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Revised 03/15/05

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TRADE-IN EQUIPMENT REQUIREMENTS

TRADE-IN EQUIPMENT REQUIREMENTS

THE FOLLOWING APPLIES ONLY TO THE EXTENT THAT THE QUOTATION INCLUDES AN EQUIPMENT TRADE IN OR IF A TRADE-IN IS LATER ADDED TO THS QUOTATION VIA A CHANGE ORDER. THESE REQUIREMENTS ARE IN ADDITION TO ANY OTHER REFERENCED TERMS AND CONDITIONS OF THE QUOTATION AND SHALL REMAIN IN EFFECT REGARDLESS OF ANY CONTRARY LANGUAGE IN THE QUOTATION.

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

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

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

FOR MR SYSTEMS: cryogen levels must be least 65% upon time of de-installation. FOR MOBILE SYSTEMS: system must be road worthy and a state issued title transferring ownership to Seller (or Designee) must be received prior to the removal of the mobile system. FOR MODALITY TRADE SYSTEMS (non-ultrasound): The trade-in equipment must be available for inspection within two weeks of the scheduled de-installation date. In addition, Purchaser must provide a clear path for the removal of the trade-in equipment and on the date of de-installation after final inspection and test by the Seller (or Designee) has occurred, the Purchaser must supply licensed tradespeople to disconnect the power and plumbing (including draining and removing and disposing of any hazardous materials including, but not limited to glycol from the chiller and oil from the transformer, as examples.) Any additional costs due to the need to use a larger rig (other than a standard 80 ton rig), as well as any construction activities, street closings, permits, etc., required to de-install/remove the equipment are out-of-scope costs and will be the responsibility of Purchaser. FOR ULTRASOUND SYSTEMS – Purchaser may provide transducers with the ultrasound unit being traded in, but will not receive additional credit for such transducers.

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MR Warranty Information

Product (New Systems and "ECO" Refurbished Systems Only)	**Period of Warranty**[1]	**Coverage**	
MR System (not including consumables)	12 months	Full Warranty (parts & labor) Principal Coverage Period 8am-5pm Monday through Friday [2]	

Post-Warranty (after expiration of system warranty) – Replacement parts only!			
Magnet	12 months	Parts only	
Spare Parts	6 months	Parts only	
Consumables	Not Covered		

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

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

[2] Standard deliverable independent of subsequent service contract commitment

citrix | RightSignature

SIGNATURE CERTIFICATE

REFERENCE NUMBER
B4C40BCD-E78D-4C22-B2CC-FE692F59A023

TRANSACTION DETAILS	DOCUMENT DETAILS
Reference Number B4C40BCD-E78D-4C22-B2CC-FE692F59A023	**Document Name** Siemens Sola Binding Quote For Wake Radiology 6-14-22 Final
Transaction Type Signature Request	**Filename** siemens_sola_binding_quote_for_wake_radiology_6-14-22_final.pdf
Sent At 06/14/2022 17:02 EDT	**Pages** 26 pages
Executed At 06/14/2022 17:04 EDT	**Content Type** application/pdf
Identity Method email	**File Size** 439 KB
Distribution Method email	**Original Checksum** 44fbc1dddebe5e1f08a7715347887e81f4722afa2573345c88ef8c21e1f39e85
Signed Checksum 5eeb791e6ab9671ede5b26ee36227c5ce50e8e58fb2f7d657281735250b81d5c	
Signer Sequencing Disabled	
Document Passcode Disabled	

SIGNERS

SIGNER	E-SIGNATURE	EVENTS
Name Margaret King	**Status** signed	**Viewed At** 06/14/2022 17:03 EDT
Email mking@wakerad.com	**Multi-factor Digital Fingerprint Checksum** 2fcb465b45bb9a11c969d81ba2b451ce478c16d1ca1932deadb2a9f14a2e4f0f	**Identity Authenticated At** 06/14/2022 17:04 EDT
Components 4	**IP Address** 70.61.90.6	**Signed At** 06/14/2022 17:04 EDT
	Device Chrome via Windows	
	Typed Signature 	
	Signature Reference ID 4987EF58	

AUDITS

TIMESTAMP	AUDIT
06/14/2022 17:02 EDT	Margaret King (mking@wakerad.com) created document 'siemens_sola_binding_quote_for_wake_radiology_6-14-22_final.pdf' on Chrome via Windows from 70.61.90.6.
06/14/2022 17:03 EDT	Margaret King (mking@wakerad.com) viewed the document on Chrome via Windows from 70.61.90.6.
06/14/2022 17:03 EDT	Margaret King (mking@wakerad.com) signed the document on Chrome via Windows from 70.61.90.6.
06/14/2022 17:04 EDT	Margaret King (mking@wakerad.com) authenticated via email on Chrome via Windows from 70.61.90.6.

EXHIBIT C

EQUIPMENT COMPARISON FOR REPLACEMENT MRI

	EXISTING EQUIPMENT	REPLACEMENT EQUIPMENT
Type of Equipment	MRI Scanner	MRI Scanner
Manufacturer of Equipment	Siemens	Siemens
Model Number	Siemens Magnetom Avanto 1.5T	Siemens Magnetom Vida (DE) 1.5T
Serial Number	S/N: 26004	Available upon installation
Provider's Method of Identifying Equipment	Serial Number, Affixed Label	Serial Number, Affixed Label
Mobile or Fixed	Fixed	Fixed
Date of Acquisition	May, 2006	Proposed, October 2022
Provider Hold Title to Equipment or Have a Capital Lease?	Title	Capital Lease
Specify if Equipment was/is New or Used When Acquired	New	New
Total Cost of Equipment	$834,000	$ 1,488,000*
Fair Market Value of Equipment	$95,500	$ 1,583,500**
Net Purchase Price of Equipment	Unk.	$ 1,488,000
Locations Where Operated	3811 Merton Dr., Raleigh, NC 27609	3811 Merton Dr., Raleigh, NC 27609
Number of Days Per Year the Equipment is or will be in Use in North Carolina	Approximately 300	Approximately 300
Percent of Change in Patient Charges by Procedure	N/A	Zero Percent
Percent of Change in Per-Procedure Operating Expenses	N/A	Zero Percent
Procedures Currently Performed in Existing Equipment	MRI Procedures	N/A
Procedures New Equipment is Capable of Performing	N/A	MRI Procedures

* Total cost $1,752,000, including all associated construction and installation costs.

** Includes $95,500 trade-in credit for Existing MRI, which will be removed from service in North Carolina.

From:	Waller, Martha K
To:	Waller, Martha K
Subject:	Exemption Email
Date:	Tuesday, September 20, 2022 9:56:47 AM

From: Trevor P. Presler <TPresler@wyrick.com>
Sent: Monday, September 19, 2022 12:06 PM
To: Mitchell, Micheala L <Micheala.Mitchell@dhhs.nc.gov>
Subject: [External] WR Imaging, LLC's Written Notice Requesting Confirmation of Exemption from CON Review: Replacement of Legacy MRI Scanner and Interim Use of Temporary Mobile MRI Scanner

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

Good afternoon, Ms. Mitchell,

On behalf of Frank Kirschbaum and WR Imaging, LLC, please find attached a written notice requesting confirmation of exemption from Agency review for WR Imaging's proposal to remove from service and replace a single fixed MRI unit located in Wake County. A hardcopy will be mailed for the Agency's file. Thanks, and if you need any additional information please don't hesitate to contact me.

Sincerely,

Trevor Presler

Trevor P. Presler
ATTORNEY

Direct: 919.228.2901
Mobile: 919.428.3525
tpresler@wyrick.com

Wyrick Robbins Yates & Ponton LLP
4101 Lake Boone Trail, Suite 300
Raleigh, NC 27607
P: 919.781.4000 F: 919.781.4865
www.wyrick.com

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Martha Waller
Administrative Specialist 1
Division of Health Service Regulation, Certificate of Need Section North Carolina Department of Health and Human Services

Main: 919-855-3873
Office: 919-855-3885
martha.waller@dhhs.nc.gov

Help protect your family and neighbors from COVID-19.
Know the 3 Ws. Wear. Wait. Wash.
#StayStrongNC and get the latest at nc.gov/covid19

809 Ruggles Drive, Edgerton Building
2704 Mail Service Center
Raleigh, NC 27699-2704

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Wyrick Robbins Yates & Ponton LLP
ATTORNEYS AT LAW
4101 Lake Boone Trail, Suite 300, Raleigh, NC 27607
PO Drawer 17803, Raleigh, NC 27619
P: 919.781.4000 F: 919.781.4865 www.wyrick.com

FRANK KIRSCHBAUM
fkirschbaum@wyrick.com

September 19, 2022

VIA EMAIL AND USPS: micheala.mitchell@dhhs.nc.gov

Micheala Mitchell
Chief, Certificate of Need
Department of Health and Human Services
Division of Health Service Regulation
Healthcare Planning and Certificate of Need Section
809 Ruggles Drive
Raleigh, NC 27603

Re: WR Imaging, LLC's Written Notice Requesting Confirmation of Exemption from CON Review: Replacement of Legacy MRI Scanner and Interim Use of Temporary Mobile MRI Scanner

Dear Ms. Mitchell:

We are writing on behalf of our client WR Imaging, LLC ("WRI"), which owns and operates a diagnostic center known as "Wake Radiology UNC REX Healthcare – Raleigh MRI Center" located at 3811 Merton Dr, Raleigh, NC 27609 (the "Diagnostic Center"). Pursuant to N.C. Gen. Stat. § 131E-184(a)(7) and 10A NCAC 14C.0202, WRI wishes to replace an existing magnetic resonance imaging scanner, a 1.5 Tesla (1.5T) Siemens Magnetom Avanto currently in use at the Diagnostic Center (the "Existing MRI"). The Existing MRI has been in use at the Diagnostic Center since May of 2006 and operates pursuant to a Certificate of Need issued by the Agency effective October 9, 1998. See, Exhibit A, Raleigh MRI CON. The reason that the Existing MRI is being replaced is because the unit has reached the end of its useful life, meaning that it is at an age where parts will be difficult to acquire, making complete failure of the equipment a possibility, and any repairs that could be made will be more expensive. The Existing MRI will be removed from service in the State of North Carolina.

WRI intends to replace the Existing MRI with a Siemens Magnetom Sola 1.5T MRI scanner ("Replacement MRI"). The total cost of the Replacement MRI, including associated renovation costs and taxes, is One Million Seven Hundred Fifty-Two Thousand Dollars ($1,752,000). See, Exhibit B, Vendor Quote and Construction Estimate; See also, Exhibit C,

Equipment Comparison for Replacement MRI. On a temporary basis during the upgrade process, an out-of-state mobile MRI machine ("Temporary Mobile MRI") will be used in place of a fixed MRI. The operation of the Temporary Mobile MRI will not overlap with the Existing MRI or the Replacement MRI, and both the Temporary Mobile MRI and the Existing MRI will be removed from service in the state upon installation of the Replacement MRI. The purpose of this letter is to provide the Agency with prior written notice of WRI's intent to replace the Existing MRI, including its interim use of the Temporary Mobile MRI, as is required under N.C. Gen. Stat. § 131E-184(a)(7), and to set forth the reasons that the Replacement MRI meets the requirements for the replacement equipment exemption under the statute.

Exemption Notice for Replacement Equipment.

The CON law defines new institutional health service to include, among other things, capital expenditures exceeding Four Million Dollars ($4,000,000.00) to develop or expand a health service facility, the acquisition of certain major medical equipment costing more than Two Million Dollars ($2,000,000.00), and the acquisition of a magnetic resonance imaging scanner. See N.C. Gen. Stat. §131E-176(14o),(16)(b),(16)(f1)(7). However, the CON law specifically exempts from review any new institutional health service that is required to provide replacement equipment, provided that the entity proposing the new institutional health service must first provide written notice to the CON Section explaining why the new institutional health service is required "to provide replacement equipment." See N.C. Gen. Stat. § 131E-184(a)(7).

Replacement equipment is defined as "equipment that costs less than two million dollars ($2,000,000.00) and is purchased for the sole purpose of replacing comparable medical equipment currently in use which will be sold or otherwise disposed of when replaced." See N.C. Gen. Stat. § 131E-176(22a). Replacement equipment is not "comparable" to the equipment being replaced if:

1) the replacement equipment to be acquired is capable of providing a health service that the equipment to be replaced cannot provide; or
2) the equipment to be replaced was acquired less than 12 months prior to the date the written notice required by N.C. Gen. Stat. §131E-184(a) is submitted to the CON Section and it was refurbished or reconditioned when it was acquired by the person requesting the exemption. See 10A N.C. Admin. Code 14C.0303(c).

The Replacement MRI falls within the parameters of the exemption for replacement equipment for the reasons listed below:

1) The Replacement MRI, including all associated project costs, is substantially less than two million dollars;
2) The Existing MRI was new when purchased in May of 2006 by Wake Radiology Services, LLC, predecessor in interest to WRI, and is more than 12 months old;
3) The Existing MRI is currently in use and has not been taken out of service;
4) The Existing MRI will be sold or otherwise disposed of upon acquisition and installation of the Replacement MRI (specifically, the Existing MRI will be taken out of service and

traded into the vendor of the new equipment, and will not remain in service in the State of North Carolina);

5) The Replacement MRI, like the Existing MRI, is an MRI scanner that will be used to provide the same health services as the Existing MRI, and is not capable of providing a health service that the Existing MRI cannot provide (See Exhibit C, Equipment Comparison for Replacement MRI); and

6) The acquisition and installation of the Replacement MRI will not increase patient charges or per-procedure operating expenses more than 10% within 12 months of the replacement equipment being acquired (See Exhibit C, Equipment Comparison for Replacement MRI).

Conclusion.

Based on the foregoing, WRI requests confirmation that its acquisition of the Replacement MRI constitutes the acquisition of Replacement Equipment under the CON law and is exempt from review by the CON Section.

Thank you for your attention to this matter, and please do not hesitate to contact me with any questions.

Sincerely,

WYRICK ROBBINS YATES & PONTON LLP

_____
Frank Kirschbaum

Enclosures

EXHIBIT A

The October 9, 1998 Raleigh MRI CON, identified by Project Identification Number J-5783-97, is attached.

State of North Carolina

Department Of Health and Human Services
Division Of Facility Services
Certificate Of Need

Project Identification Number J-5783-97 Effective Date October 9, 1998

Issued to: Raleigh MRI Limited Partnership
3811 Merton Drive
Raleigh NC 27609

The North Carolina Department of Health and Human Services, pursuant to the North Carolina Health Planning and Resource Development Act of 1978, G.S. § 131-175, et seq., as amended and recodified, G.S. § 131E-175, et seq., hereby finds and certifies that the new institutional health service proposed by the person listed above is consistent with, or as conditioned is consistent with the plans, standards, and criteria prescribed by the Act and the rules and regulations promulgated thereunder. The findings of the Department are attached hereto and incorporated by reference.

This Certificate affords the person listed above the opportunity to proceed with development of the proposed new institutional health service in a manner consistent with the plans, standards, and criteria prescribed by the Act and the rules and regulations promulgated thereunder. This Certificate includes and is limited to:

SCOPE: Acquire one magnetic resonance imaging scanner at an existing MRI Center for a total of two MRI Scanners upon completion of the project/Wake County

CONDITIONS: See Reverse Side

PHYSICAL LOCATION: Raleigh MRI Center
3811 Merton Drive
Raleigh, NC 27609

MAXIMUM CAPITAL EXPENDITURE: $2,548,000.00

TIMETABLE: See Reverse Side

FIRST PROGRESS REPORT DUE: December 1, 1998

This Certificate is limited to the person listed above and is not transferable or assignable. This Certificate may be withdrawn as provided in G.S. § 131E-189, and the rules and regulations promulgated thereunder.

Issuance of this Certificate does not supplant provisions or requirements embodied in codes, ordinances, statutes other than G.S. § 131E-175, et seq., rules regulations or guidelines administered or enforced by municipal, state or federal agencies or the agent thereof.

Lee B. Hoffman by C Hoke

Chief, Certificate of Need Section
Division of Facility Services

DFS-8001CN (Rev. 9/97)

EXHIBIT B

Vendor Quote for the Replacement MRI
&
Construction Estimate for 1.5 MRI Installation

See attached

R.L. PULLEN & ASSOCIATES, INC.

Construction Estimate

Project Name: Wake Radiology – 1.5T MRI Upfit
Location: 3811 Merton Drive – Raleigh, NC
Date: 8/25/2022
Proposal To: Margaret King – Wake Radiology
3949 Browning Place – Raleigh, NC 27609

*** Estimate valid through 12/31/22 ***

Schedule of Values

Trade	Value
Design & Permits	$ 27,000.00
Concrete	$ 9,000.00
EIFS	$ 9,000.00
Roofing	$ 3,000.00
Mechanical	$ 57,000.00
Electrical	$ 44,000.00
Rough Carpentry	$ 13,000.00
Metal Framing & Drywall	$ 14,000.00
Shielding	$ 29,000.00
General Conditions	$ 35,000.00
Subtotal	$ 240,000.00
Overhead & Profit	$ 24,000.00
Total	$ 264,000.00

We propose hereby to furnish material and labor – for the LUMP SUM COST of:

*** $264,000.00

*** Two Hundred Sixty-Four Thousand Dollars and 00/100

Siemens Medical Solutions USA, Inc.
40 Liberty Boulevard, Malvern, PA 19355

SIEMENS REPRESENTATIVE
Edwin Winicki - +1 (336) 688-0978
edwin.winicki@siemens-healthineers.com

Customer Number: 0000011225

Date: 06/14/2022

WR IMAGING LLC
3949 BROWNING PLACE
RALEIGH, NC 27609

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

Table of Contents **Page**

Contract Total: $ 1,488,000
(total does not include any Optional or Alternate components which may be selected)

Proposal valid until 06/30/2022

Estimated Delivery Date: 01/2023

Delivery dates and other contractual obligations of Seller may change due to the effects of the Covid-19 epidemic or other epidemic, including delays and disruptions in the supply chain, manufacturing, or execution as well orders by authorities and prioritization of (new and existing) orders of customers which are essential for the public healthcare. The magnitude of such changes cannot be predicted and might be substantial because it depends on the development of the Covid-19 epidemic or other epidemic.

Pricing contingent upon customer signing a point of sale service contract at the same time as the equipment purchase.

The coil referenced herein as 2/10/16ch Sentinelle BreastCoil #Ae with part number 14436665 is currently experiencing longer lead times than normal, therefore the coil may deliver separately from the MAGNETOM system. A shipment date for the coil cannot be guaranteed at this time. Delays in coil delivery do not affect Customer's obligation to make timely payment for any invoice issued correlating to this quotation.

Siemens Medical Solutions USA, Inc.
40 Liberty Boulevard, Malvern, PA 19355

SIEMENS REPRESENTATIVE
Edwin Winicki - +1 (336) 688-0978
edwin.winicki@siemens-healthineers.com

Accepted and Agreed to by:

Siemens Medical Solutions USA Inc.		**WR IMAGING LLC**	
By (sign):		By (sign):	Margaret King
Name:	Edwin Winicki	Name:	Margaret King
Title:		Title:	Chief Operating Officer
Date:		Date:	06/14/2022

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

By (Sign): _____

Siemens Medical Solutions USA, Inc.
40 Liberty Boulevard, Malvern, PA 19355

SIEMENS REPRESENTATIVE
Edwin Winicki - +1 (336) 688-0978
edwin.winicki@siemens-healthineers.com

Accepted and Agreed to by:

Siemens Medical Solutions USA Inc.		**WR IMAGING LLC**	
By (sign):	[signature]	By (sign):	Margaret King
Name:	Edwin Winicki	Name:	Margaret King
Title:	KEY ACCOUNT EXECUTIVE	Title:	Chief Operating Officer
Date:	6/14/2022	Date:	06/14/2022

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

By (Sign): _____

Siemens Medical Solutions USA, Inc.
40 Liberty Boulevard, Malvern, PA 19355

SIEMENS REPRESENTATIVE
Edwin Winicki - +1 (336) 688-0978
edwin.winicki@siemens-healthineers.com

Quote Nr:	**CPQ-602252 Rev. 2**
Terms of Payment:	**00% Down, 80% Delivery, 20% Installation** **Free On Board: Destination**
Purchasing Agreement:	VIZIENT SUPPLY LLC VIZIENT SUPPLY LLC terms and conditions apply to Quote Nr CPQ-602252 Customer certifies, and Siemens relies upon such certification, that : (a) VIZIENT MRI XR0885 is the sole GPO for the purchases described in this Quotation, and (b) the person signing this Quotation is fully authorized under the Customer's policies to choose and indicate for Customer such appropriate GPO.

MAGNETOM Sola (DE)

All items listed below are included for this system:

Qty	Part No.	Item Description
1	14460300	**MAGNETOM Sola - System** MAGNETOM Sola - the first 1.5T BioMatrix system - leverages the intelligent combination of Tim 4G and Siemens unique BioMatrix technology to embrace the unique challenges that every patient brings to the MRI exam. System Design - Short and open appearance (157 cm total system length cover-to-cover and 70 cm Open Bore Design) to reduce patient anxiety and claustrophobia - Whole-body superconductive Zero Helium Boil-Off 1.5T magnet - Weight-optimized magnet technology based on high performance 3T and 7T magnet design - Actively Shielded water-cooled Siemens gradient system for maximum performance BioMatrix Technology to address intrinsic biovariability in humans. Built on three technological pillars: - BioMatrix Sensors: anticipate challenges before they happen with respiratory sensors, which measure a patient's respiratory signal as soon as the patient lies on the table. - BioMatrix Tuners: adapt and correct field inhomogeneities induced by patient anatomy with CoilShim and SliceAdjust. - BioMatrix Interfaces: easily manage any type of patient with intelligent interfaces like Select&GO to accelerate workflow. Tim 4G (Total imaging matrix in the 4th generation) for excellent image quality and speed - Siemens unique DirectRX technology enabling all digital-in/digital-out design - Dual-Density Signal Transfer Technology Push-button exams with GO technologies

Select&GO
DotGO
Recon&GO
MR View &GO

Tim Application Suite enabling excellent head-to-toe imaging
- Neuro Suite
- Angio Suite
- Cardiac Suite
- Body Suite
- Onco Suite
- Breast Suite
- Ortho Suite
- Pediatric Suite
- Scientific Suite

Further included:
- High performance host computer and measurement and reconstruction system
- Patient communication including headphones
- Turbo Suite Essential
- syngo MR softw are including:
- 1D/2D PACE
- BLADE
- Phoenix
- Inline Diffusion
- MDDW (Multiple Direction Diffusion Weighting)
- CISS
- DESS
- TGSE
- Offline Composing

1 14460161 **MR General Engine #Vi**

syngo.MR General Engine extends Numaris/X by adding dedicated w orkflows and tools for routine and advanced reading of MR examinations.
A generic MR Basic w orkflow is provided, as w ell as specific MR Neurology, MR Prostate Reading, MR Breast Reading, and MR Cardio-Vascular w orkflows.

1 14456321 **Brain Dot Engine #Se**

The Brain Dot Engine provides guided and automated w orkflows customizable to the site specific standards of care for general brain examinations. The Brain Dot Engine supports the user in achieving reproducible image quality w ith increased ease of use and time efficient exams.
The brain w orkflow can be personalized to the individual patient condition and clinical need. Several predefined strategies are included, w hich can be easily selected w ith one click. They can be changed at any time during the brain w orkflow .

1 14461775 **DotGO Routine Package #BM**

The DotGO Routine Package includes both:
- Spine Dot Engine and
- Large Joint Dot Engine.

As a package they offer a comprehensive set of w orkflows w ith guidance and automation, for standardized image quality in Spine and MSK MR imaging.
The Spine Dot Engine provides the functionality of Inline Composing and Tim Planning Suite for streamlining w orkflows in all spine imaging. Tools, such as auto-positioning and vertebral recognition w ith AutoAlign Spine, AutoCoverage and Spine Labelling support and optimize reproducibility for your cervical, thoracic and lumbar spine imaging for all clinical indications.
The Large Joint Dot Engine enhances standardization of the knee, hip and shoulder w orkflows and optimizes reproducible image quality by incorporating automation tools, such as anatomically based auto-positioning (AutoAlign). Dedicated imaging techniques, such as Advanced WARP, are included and can help to expand the access of diagnostic MRI to a broader range of patient types.

1 14441748 **Quiet Suite #T+D**

Quiet Suite enables complete, quiet examinations for neurology and orthopedics with at least 70% reduction in sound pressure levels.

1 14460162 **Tim Whole Body Suite #Vi**
Tim Whole Body Suite puts it all together. This suite enables table movement for imaging of up to 205 cm (6' 9") FoV without compromise. In combination with Tim's newly designed ultra-high density array higher spatial and temporal resolution can be achieved along with unmatched flexibility of any coverage up to Whole Body. For faster exams and greater diagnostic confidence.

1 14460227 **Tim Planning Suite #Vi**
With the Tim Planning Suite, multiple regions in the entire body can be examined in a minimum of time through measurement planning on a single FoV of any desired size.

1 14456329 **syngo TimCT FastView #Vi**
TimCT FastView is the "one go" localizer for the whole body or large body regions such as the whole spine or the whole abdomen. It acquires the complete extended Field of View in one volume with isotropic resolution. Transverse, coronal and sagittal reformats of the volume are calculated Inline and displayed for planning subsequent exams.
- Inline reconstruction of the localizer images during the scan.
- Localizing images in three planes over the maximum Field of View available for subsequent planning in all orientations.
- TimCT FastView runs without laser light positioning to further streamline the workflow for several indications.

1 14460160 **Advanced Diffusion #Vi**
QuietX DWI and RESOLVE together make up the Advanced Diffusion package.

QuietX DWI enables quieter diffusion-weighted imaging of the brain with up to 70% reduction in sound pressure relative to conventional diffusion-weighted imaging. RESOLVE (Readout Segmentation Of Long Variable Echo-trains) is a multi-shot, readout segmented EPI sequence for high-resolution, low-distortion diffusion-weighted imaging (DWI). This technique is largely insensitive to susceptibility effects, providing anatomically accurate diffusion imaging for the brain, spine, breast and prostate. In combination with syngo.MR Tractography, RESOLVE enables excellent white-matter tract imaging even in regions of high susceptibility, such as the spine.

1 14456327 **WARP & Advanced WARP #Vi**
WARP and Advanced WARP (SEMAC) integrates different techniques tailored to reduce susceptibility artifacts caused by orthopedic MR-conditional metal implants.

1 14456237 **Advanced Cardiac incl. PSIR #Vi**
This package contains special sequences and protocols for advanced cardiac imaging including 3D and 4D BEAT functionalities. It supports advanced techniques for ventricular function imaging, dynamic imaging, tissue characterization, coronary imaging, and more.

1 14456323 **Inline Composing syngo #Se**
Automatic anatomical or angiographic composing of multiple adjacent coronal or sagittal images for presentation and further evaluation. Composed images can be automatically loaded into Graphical Slice Positioning for scan planning purposes.

1 14475338 **syngo Expert-I XA31**
This software application enables remote access to the system (connected via local area network) for planning and processing.

1 14460302 **Tim [204x48] XJ Gradient #So**
Tim [204x48] XJ-gradients performance level
Tim 4G's RF system and innovative coil architecture enables high-resolution imaging and increased throughput.
The system provides a maximum number of 204 channels (coil elements) that can be connected simultaneously. Flexible parallel imaging is achieved by the standard 48 independent RF channels that can be used simultaneously in one single scan and in one single FOV, each generating an independent partial image.

XJ - gradients
The XJ 33/125 gradients are designed for high performance and linearity to support clinical whole body imaging at 1.5T. The XJ gradients combine 33 mT/m peak amplitude with a slew rate of 125 T/m/s.
The force compensated gradient system minimizes vibration levels and acoustic noise.

High-performance measurement and reconstruction system.

1 14460306 **Standard Coil Package, 48-ch #So**
This package includes (if not exchanged with different variants via respective quote items):
- BioMatrix Head/Neck 20 tiltable with CoilShim
- BioMatrix Spine 32 with Respiratory Sensors
- Body 18
- Flex Large 4
- Flex Small 4
- Flex Coil Interface

1 14456328 **BioMatrix Technology #Vi**
The new and unique BioMatrix technology addresses the different aspects of patient bio-variability. It is based on three
technological clusters:
- BioMatrix Sensors address patient physiology, in order to anticipate challenges
- BioMatrix Tuners address patient anatomy, in order to adapt to all patients, especially critical ones.
- BioMatrix Interfaces address user interaction with the patient, to accelerate the workflow in the face of patient variability.

1 14470783 **BioMatrix Respiratory Sensors#Vi,So**
Highly integrated BioMatrix Respiratory sensors measure the patient's breathing cycle in head-first and feet-first orientation.

1 14470792 **BioMatrix Coil Shim #Vi,So**
BioMatrix CoilShim helps to reduce patient induced strongly localized B0 inhomogeneities by dedicated local shim channels.

1 14470794 **BioMatrix SliceAdjust #BM**
BioMatrix SliceAdjust helps to avoid station boundaries and apparent broken spine artifacts as well as to preserve the SNR for whole-body diffusion.

1 14460412 **BioMatrix Table #So**
The new BioMatrix Table is designed for smooth patient preparation, high patient comfort and easy cleanability. The unique design of the BioMatrix table can support up to 250 kg (550 lbs) without restricting the vertical or horizontal movement.

1 14470795 **BioMatrix Select & GO #Vi,So**
The BioMatrix Select&GO interface enables fast and easy single-touch patient positioning from both sides of the patient table. The interfaces are integrated left and right into the front covers. Correct positioning saves unnecessary wasted time for repositioning and additional adjustments, therefore shortening the total room time.

1 14460410 **Silver & White Design #So**
MAGNETOM Sola is available in two different light and appealing design variants which perfectly integrate into different environments. The Silver &White Design Variant comprises a brilliant white front design ring with integrated unique Select&GO panels. The smoothly embracing deco area on the left side and the outer rings in the front and the back of the system is colored in brilliant silver.
The table cover is presented also in the same color and material selection.

1 14456270 **PC Keyboard US English #Vi**
Standard PC keyboard with 105 keys.

1 14456238 **Peripheral Pulse Unit #Vi**
Peripheral Pulse Unit for Pulse Triggering

1 14475291 **SW syngo MR XA31A**

syngo MR XA31A software with new features and applications.

Please be aware that certain or all positions of this quote have the software version syngo MR XA31A as prerequisite.

1	14461619	**Turbo Suite Essential #BM** Turbo Suite Essential comprises established acceleration techniques to maximize productivity for all contrasts, orientations and all routine imaging applications from head-to-toe.
1	14475508	**Turbo Suite Excelerate** Turbo Suite Excelerate comprises access to cutting edge acceleration techniques such as Simultaneous Multi-Slice, Compressed Sensing and Wave-CAIPI for static 2D and static 3D imaging applications in Neuro, MSK and Body MRI.
1	14475524	**Deep Resolve Discovery Package** The Deep Resolve Discover package combines the two applications, Deep Resolve Gain and Deep Resolve Sharp which drive advanced image reconstruction with higher signal to noise ratio and improved image sharpness.
1	14402527	**SWI #Tim** Susceptibility Weighted Imaging is a high-resolution 3D imaging technique for the brain with ultra-high sensitivity for microscopic magnetic field inhomogeneities caused by deoxygenated blood, products of blood decomposition and microscopic iron deposits. Among other things, the method allows for the highly sensitive proof of cerebral hemorrhages and the high-resolution display of venous cerebral blood vessels.
1	14409198	**Native syngo #Tim** Integrated software package with sequences and protocols for non-contrast-enhanced 3D MRA with high spatial resolution. syngo NATIVE particularly enables imaging of abdominal and peripheral vessels and is an alternative to MR angiography techniques with contrast medium, especially for patients with severe renal insufficiency.
1	08464740	**Flow Quantification #Tim** Special sequences for quantitative assessment of flow i
1	14456247	**syngo.MR Cardiac Flow #1** syngo.MR Cardiac Flow processes velocity-encoded MR images to evaluate blood flow dynamics e.g. in the heart and the great vessels. The application generates quantitative results for physicians in the diagnostic process. The MR cardiac interactive reporting template is included.
1	14430491	**Body 18 long #Ae** The new Tim 4G coil technology with Dual Density Signal Transfer and SlideConnect Technology combines key imaging benefits: excellent image quality, high patient comfort, and unmatched flexibility: - 18 channels (inherent) or more, if the coil is combined with other coils - Dual Density Signal Transfer - Ultra light-weight - SlideConnect Technology The 18-channel coil with its 18 integrated pre-amplifiers ensures excellent signal-to-noise ratio. The 18 coil elements provide extensive coverage in all directions. The single SlideConnect plug allows for fast and easy patient preparation. The coil's extended cable allows for more flexibility in connector selection which is especially helpful if multiple flexible coils need to be combined and challenging imaging set-ups need to be supported like in therapy imaging (e.g. for combined head-neck exams). The light-weight coil ensures highest patient comfort. The Body 18 1.5T long features: - 18-element design with 18 integrated preamplifiers (3 clusters of 6 elements each) - Operates in an integrated fashion with the Spine 32 as an 30 channel body coil (not in combination with the Combi Dockable Table) - Can be combined with further coils for larger coverage - Can be positioned in different orientations (0°, 90°, 180°, 270°) for patient specific adaptations

- No coil tuning
- iPAT compatible in all directions

The highly flexible design supports a wide variety of applications including:
- Thorax (incl. heart)
- Abdomen
- Pelvis
- Hip

1	14460315	**Shoulder Shape 16 #So** The Shoulder Shape 16 combines the known benefits of Tim 4G coil technology with new highly flexible materials, resulting in unmatched image quality, high patient comfort and easy handling. The Shoulder Shape 16 for examinations of the left or right shoulder consists of an iPAT-compatible 16-channel shoulder coil in a flexible shoulder cup that can be shaped around small and large shoulders. An L-shaped cushion for easy positioning of the patient is included. The 16-element coil with 16 integrated pre-amplifiers ensures maximum signal-to-noise ratio. Shoulder Shape 16 will be connected via a SlideConnect plug for fast and easy coil set-up and patient preparation.
1	14416961	**Hand/Wrist 16 #Ae** The new Tim 4G coil technology with Dual Density Signal Transfer and SlideConnect Technology combines key imaging benefits: excellent image quality, high patient comfort, and unmatched flexibility. Hand/Wrist 16 for examinations of the left or right hand and wrist region consists of a base plate and an iPAT compatible 16-channel coil and allows high-resolution imaging of the wrist and the hand within one examination. Hand/Wrist 16 will be connected via a SlideConnect plug for fast and easy patient preparation.
1	14460423	**Tx/Rx Knee 18 #So** New 18-channel transmit/receive coil optimized for knee imaging. The spacious design with a flared opening towards the thigh allows scanning even of large and swollen knees with exceptional image quality and signal to noise ratio. Main features: - 18-element design (3x6 coil elements) with 18 integrated preamplifiers - iPAT-compatible - SlideConnect Technology
1	14416962	**Foot/Ankle 16 #Ae** The new Tim 4G coil technology with Dual Density Signal Transfer and DirectConnect Technology combines key imaging benefits: excellent image quality, high patient comfort, and unmatched flexibility. Foot/Ankle 16 for examinations of the left or right foot and ankle region consists of a base plate and an iPAT compatible 16-channel coil and allows high-resolution imaging of the foot and ankle within one examination. Foot/Ankle 16 is a cable-less coil and will be connected via DirectConnect for fast and easy patient preparation.
1	14436665	**2/10/16ch Sentinelle BreastCoil #Ae** The 2/10/16-channel Sentinelle Breast Coil can be used as a breast imaging coil, a bilateral biopsy coil, as well as a unilateral biopsy coil providing large biopsy access This coil consists of a positioning frame with exchangeable coils with different numbers of channels as described in detail in the E text. The preamplifiers are integrated into the coil. The coil is iPAT-compatible.
2	14416972	**Tim Coil Interface 1.5T** Coil adapter plug for up to 8 receive and 1 transmit channels. This adapter will be required if the following Tim coils will be used on a compatible 1.5T MAGNETOM system with Tim 4G technology.
1	14460428	**ACR Phantom Holder**
1	14456241	**Separator 60kW/75kW #Vi**

The SEP (Separation cabinet) has to be used if a central hospital chilled water supply is available or if a chiller of any brand/type is already available.
The SEP is the interface between the on-site water chiller (of any brand or type) or the interface to the central hospital cooling water supply.
For the above-mentioned cases the SEP is mandatory!

In these cases, the primary water specifications must fulfill the requirements:
XJ: 45kW; water temperature: 6 - 14°C
XQ: 60kW; water temperature: 6 - 14°C
XT: 75kW; water temperature: 6 - 12°C

For all gradient systems:
Flow: 100+-10l/min; pH value 6-8; max working pressure 6 bar.

Dimensions: 1950mm x 650mm x 650mm (height x width x depth)
Weight: approx. 350kg

1 14460249

UPS system #Vi

UPS system Liebert GXT5 3000IRT2UXLE for MAGNETOM Vida for safeguarding computers. Including Power Cable of 9 m for connecting the UPS.
Power output: 3.0 kVA / 3 kW
Bridge time: 3 min full load / 12 min half load
Input voltage: 230 VAC

1 14456316

UPS Battery module (Libert GXT4 BATT)

UPS battery module Liebert GXT5 72VBATTE for MAGNETOM Aera, Skyra, Prisma, ESSENZA, Amira, Spectra, C! for safeguarding computers.
Extension for: Liebert GXT5 3000IRT2UXLE (14456315)
Battery type: Closed, maintenance-free
Extension of the bridge time to: 21 minutes full load / 48 min half load with one module
Dimensions (H x D x W): Battery module: 430 x 540 x 85 mm

Weight: approx. 30 kg

1 14456228

System Start Timer #Vi

Timer clock that can be installed together with the MAGNETOM MR system to start the system automatically at user-definable times, eliminating waiting times during system boot up.

1 14456275

FREEZEit+ #Vi

The FREEZEit+ Body Package contains three robust sequences for advanced imaging: TWIST, TWIST-VIBE and StarVIBE.
- TWIST is a Siemens unique sequence for time-resolved (4D) MR angiographic and dynamic imaging in general with high spatial and temporal resolution.
- TWIST-VIBE is a fast, high-resolution 4D imaging sequence, e.g. for multi-arterial liver imaging.
- StarVIBE is a motion-insensitive VIBE sequence using a stack-of-stars trajectory.

1 14407259

MR Workplace Table, height adjust.

The table is suitable for the syngo Acquisition Workplace and the syngo MR Workplace based on syngo hardware.
This 110V version has motorized table height adjustment.

1 14407261

MR Workplace Container, 50cm

50 cm wide extra case for the syngo host computer with sliding front door to allow change of storage media (CD/DVD/USB).

1 MR_STD_RIG_INST

MR Standard Rigging and Installation

MR Standard Rigging and Installation

This quotation includes standard rigging and installation of your new MAGNETOM system

Standard rigging into a room on ground floor level of the building during standard working hours (Mon. – Fri./ 8 a.m. to 5 p.m.)

		It remains the responsibility of the Customer to prepare the room in accordance with the SIEMENS planning documents Any rigging requiring a crane over 80 tons and/or special site requirements (e.g. removal of existing systems, etc.) is an incremental cost and the responsibility of the Customer. All other "out of scope" charges (not covered by the standard rigging and installation) will be identified during the site assessment and remain the responsibility of the Customer.
1	MR_BTL_INSTALL	**MR Standard Rigging & Install**
1	MR_PREINST_FIXED	**T+D Preinstall kit for fixed table**
1	MR_CRYO	**Standard Cryogens**
1	MR_PM	**MR Project Management** A Siemens Project Manager (PM) will be the single point of contact for the implementation of your Siemen's equipment. The assigned PM will work with the customer's facilities management, architect or building contractor to assist you in ensuring that your site is ready for installation. Your PM will provide initial and final drawings and will coordinate the scheduling of the equipment, installation, and rigging, as well as the initiation of on-site clinical education.
1	HASKRISFG23041	**Haskris OPC24 Chiller-63kW** The Haskris outdoor, air-cooled, water/glycol chiller has been specially designed for medical applications to provide stable, fully dedicated cooling to a single MR system. The Haskris chiller must be used in combination with a Siemens SEP cabinet. The Haskris chiller is suitable for use in all siting conditions: normal, coastal, low-ambient, and/or OSHPD-compliant locations. Specifications Cooling Capacity: 63kW Fluid Supply Temp: 43°F (6°C) to 59°F (15°C) Pump Capacity: 32 GPM (120 LPM) Condenser: Air-cooled (heat dissipated into ambient air) Outdoor ambient air temperature: -40°F (-40°C) to 122°F (50°C) Electrical: 460V-3Ø-60Hz Dimensions: 77"W x 40"D x 74"H (196cm x 102cm x 188cm) Siemens' Pricing Also Includes: Delivery Chiller Start-Up (Post Installation) 1x Preventative Maintenance Service Visit Remote Monitoring Panel with 1-Year Cellular Connectivity and Cloud Service Installation: Customer is responsible for the rigging and installation of the chiller. Customer is responsible for providing a 35% solution of propylene glycol with water; 25 gal (95 L) for the chiller plus 1 gal (3.8 L) per 10 ft (3m) external pipe run assuming 1 ½" pipe diameter. Warranty: 12 months from date of Start-Up
1	HASKRIS_STARTUP	**Haskris Chiller Start-Up** Chiller start-up by Haskris vendor after installation of chiller and completion of paperwork.
1	MR_GOKNEE3D	**GOKnee3D**

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GOKnee3D is a 10-minute, push-button examination for diagnostic imaging of the knee developed and clinically validated by the US board certified MSK radiologists at John Hopkins University Hospital. GOKnee3D exam consists of AutoAlign localizer in the knee, PD weighted contrast and T2 weighted contrast with fat suppression. The AutoAlign technology provides a push-button functionality and ensures consistency in imaging. The 3D protocols are high resolution and isotropic, enabled by SPACE sequence with CAIPIRINHA techniqueExamination time for 3T system is 10 minutes, for a 1.5T system is up to 11 minutes. All given examination times are examination only, adjustments have been excluded. When using GOKnee3D one of two software and coil combinations is required. Measurements made with GOKnee3D using the 15 channel knee coil require software version syngo MR E11C AP04 or higher. Measurements made with GOKnee3D using the 18 channel knee coil require software version syngo MR Numaris VA11A or higher.

1	MR_GOBRAIN	**GOBrain** GOBrain delivers reliable quality at exceptional speed. It enables clinically validated, push-button brain exams, with multiple orientations and all relevant contrasts. This fast exam is more tolerable for patients, and helps reduce motion-related artifacts and the need for rescans and sedation. As a result, GOBrain potentially doubles throughput and reduces costs per scan. Supported by our Tim 4G technology and DotGO, it delivers consistently high quality and maximizes the productivity of your MRI scanner - while improving patient care.
1	MRIMAB_100	**MRI Armboard w/ Pad**
1	MR_TRADE_IN_ALLOW	**MR Trade-in-Allowance, Avanto, project #2022-2018, deinstall/expire date 11/2022 ($95,500)**
1	MR_ADDL_RIGGING	**Additional Rigging MR $7,200**

System Total **$ 1,488,000**

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ALTERNATE PRODUCTS on Quote Nr : CPQ-602252 Rev. 2

Alternate Products for MAGNETOM Sola (DE)

All items listed below are ALTERNATE PRODUCTS: *(See Detailed Technical Specifications at end of Proposal.)*

Qty	Part No.	Item Description	Initial to Accept
1	14456267	**CS GRASP-VIBE #Vi** Compressed Sensing GRASP-VIBE (Golden-Angle Radial Sparse Parallel) makes it possible to conduct dynamic contrast-enhanced abdominal exams in free breathing. Acquisition is performed in one continuous run, using a golden-angle stack-of-stars radial scheme that confers robustness towards motion and the flexibility to choose the temporal resolution at reconstruction time. The temporal resolution may even vary over the duration of the scan. Reconstruction is performed using a Compressed Sensing accelerated iterative algorithm with per-voxel through-time regularization. The combination of features enables for free-breathing abdominal exams with both robust diagnostic image quality and the high temporal resolution required to capture the dynamic phases of contrast enhancement. Additional features: - Auto Bolus Detection at reconstruction time - Configuration of exam phases in terms of start time relative to the auto-detected bolus arrival, duration, temporal resolution, and pre-selection for export to PACS - Self-gating for further reduction of residual motion blur - Includes FREEZEit+ #Vi	
1	14460419	**High-End Computing [204x48] #So** Tim 4G power computing upgrade for MAGNETOM Sola Tim [204x48]. This upgrade brings a high-end image reconstruction computer to the Tim [204x48] configuration. **The above item(s) are being quoted as a substitute for the following quoted Part No(s).** • *14456275 -FREEZEit+ #Vi*	

Incremental Price
+ $ 42,133

X_____

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OPTIONS on Quote Nr : CPQ-602252 Rev. 2

OPTIONS for MAGNETOM Sola (DE)

All items listed below are OPTIONS and will be included on this system ONLY if initialed: *(See Detailed Technical Specifications at end of Proposal.)*

Qty	Part No.	Item Description	Extended Price	Initial to Accept
1	14441813	**QISS #T+D** Softw are package w ith QISS sequence, protocols and Dot AddIn for non-contrast-enhanced peripheral MRA. QISS particularly enables higher reproducibility than existing methods and is an alternative to MR angiography techniques w ith contrast medium, especially for patients w ith severe renal insufficiency.	**+ $ 9,360**	_____
1	14469229	**Flex -> UltraFlex Upgrade #1.5T** This option exchanges the Flex Small & Large 4 coils incl. the Flex Coil Interface from the standard coil configuration for the superior UltraFlex Small & Large 18. These are tw o lightw eight, iPAT compatible, 18-element no-tune receive coils made of highly flexible and soft material. UltraFlex Large 18 Ideal for examinations of larger extremities (e.g. medium to large shoulder, hip, knee, ankle and hand) and for abdominal examinations. Dedicated positioning aids for larger extremities are delivered w ith the coil. UltraFlex Small 18 Ideal for examinations of smaller extremities (e.g. small to medium shoulder, smaller ankle, elbow and hand) and for abdominal examinations. Dedicated positioning aids for smaller extremities are delivered w ith the coil.	**+ $ 30,420**	_____
1	14456282	**Positioning Aids Shoulder&Ankle #Vi** This package contains additional positioning aids that can be used for the UltraFlex Large 18 and UltraFlex Small 18.	**+ $ 1,560**	_____

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

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

COMPLIANCE: Compliance with legal and internal regulations is an integral part of all business processes at Siemens. Possible infringements can be reported to our communication channel “Let Us Know”.

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Siemens Medical Solutions USA, Inc. General Terms and Conditions

1. GENERAL

1.1 Contract Terms and Acceptance. These terms and conditions constitute an integral part of any contract between Seller and Purchaser identified on the first page hereof and shall govern the sale of the products identified in such contract ("Products"). Purchaser acknowledges that this is a commercial and not a consumer transaction. Purchaser shall be deemed to have assented to, and to have waived any objection to, this Agreement upon the earliest to occur of any of the following: Purchaser's completion or execution of this Agreement; Purchaser's acceptance of all or any part of the Products; Purchaser's issuance of a purchase order for any Products identified on Seller's quotation or proposal; or delivery of the Products to the common carrier for shipment pursuant hereto.**1.2 Refurbished/Used Products.** For Products identified on this Agreement as used or refurbished Products, these Products have been previously owned and used. When delivered to Purchaser, such Products will perform in accordance with the manufacturer's specifications. Since pre-owned Products may be offered simultaneously to several customers, the availability of such Products to Purchaser cannot be guaranteed. If the Products are no longer available, Seller will use its best efforts to identify other suitable products in its inventory. If substitute products are not acceptable to Purchaser, then Seller will cancel the order and refund to Purchaser any deposits previously paid. The warranty period for any used or refurbished Products will be separately stated on the quotation. **1.3 Third Party Products.** If this Agreement includes the sale of third party products not manufactured by Seller, then Purchaser agrees and acknowledges that (a) Purchaser has made the selection of these products on its own, (b) the products are being acquired by Seller solely at the request of and for the benefit and convenience of Purchaser, (c) no representation, warranty or guarantee has been made by Seller with respect to the products, (d) the obligation of Purchaser to pay Seller for the products is absolute and unconditional, (e) use of the products may be subject to Purchaser's agreement to comply with any software licensing terms imposed by the manufacturer; and (f) unless otherwise indicated by Seller in writing, Seller is not responsible for any required installation, validation, product recall, warranty service, maintenance, complaint handling, or any other applicable FDA regulatory requirements, and the Purchaser will look solely to the manufacturer regarding these services and will assert no claim against Seller with respect to these products.

2. PRICES

2.1 Quotations. Unless otherwise agreed to in writing or set forth in the quotation, all prices quoted by Seller and amounts payable by Purchaser are in U.S. dollars, and include Seller's standard packaging. The prices quoted to Seller assume that the Seller is located in, and will use the Products in, the U.S. If not, such quotation will be void. Unless otherwise stated, the quotation shall only be valid for forty-five (45) days from the date of the quotation.**2.2 Delay in Acceptance of Delivery.** Should the agreed delivery date be postponed by Purchaser, Seller shall have the right to deliver the Products to storage at Purchaser"s risk and expense, and payments due upon delivery shall become due when Seller is ready to deliver.

3. TAXES

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

4. TERMS OF PAYMENT; DEFAULT

4.1 Payments; Due Date. Unless otherwise set forth in the quotation, Purchaser shall pay Seller as follows: an initial deposit of 10% of the purchase price for each Product is due upon submission of the purchase order, an additional 80% of the purchase price is due upon delivery of each Product, and the final 10% of the purchase price is due upon completion of installation or when the Products are available for first patient use, whichever occurs first. Unless otherwise agreed, all payments other than the initial deposit are due net thirty

(30) days from the date of invoice. Seller shall have no obligation to complete installation until the payment due upon delivery is received. Partial shipments shall be billed as made, and payments for such shipments will be made in accordance with the foregoing payment terms.**4.2 Late Payment.** A service charge of 1½% per month, not to exceed the maximum rate allowed by law, shall be made on any portion of Purchaser"s outstanding balance which is not paid when due. Payment of such service charge shall not excuse or cure Purchaser's breach or default for late payment.**4.3 Payment of Lesser Amount.** If Purchaser pays, or Seller otherwise receives, a lesser amount than the full amount provided for under this Agreement, such payment shall not constitute or be construed other than as on account of the earliest amount due Seller. No endorsement or statement on any check or payment or elsewhere shall constitute or be construed as an accord or satisfaction. **4.4 Where Payment Due Upon Installation or Completion.** Should any terms of payment provide for either full or partial payment upon completion of installation or thereafter, and completion of installation is delayed for any reason for which Seller is not responsible beyond the installation date set forth in the Notice to Manufacture Letter issued by Seller, as applicable, then the balance of payments shall be due on the day following such installation date.**4.5 Default; Termination.** Each of the following shall constitute an event of default under this Agreement: (i) a failure by Purchaser to make any payment when due; (ii) a failure by Purchaser to perform any other obligation under this Agreement within thirty (30) days of receipt of written notice from Seller; or (iii) the commencement of any insolvency, bankruptcy or similar proceedings by or against Purchaser. Upon the occurrence of any event of default, at Seller's election: (a) the entire amount of any indebtedness and obligation due Seller under this Agreement and interest thereon shall become immediately due and payable; (b) Seller may suspend the performance of any of Seller's obligations hereunder, including, but not limited to, obligations relating to delivery, installation and warranty services; (c) Purchaser shall put Seller in possession of the Products upon demand; (d) Seller may sell or otherwise dispose of all or any part of the Products and apply the proceeds thereof against any indebtedness or obligation of Purchaser under this Agreement; (e) if this Agreement or any indebtedness or obligation of Purchaser under this Agreement is referred to an attorney for collection or realization, Purchaser shall pay to Seller all costs of collection and realization (including, without limitation, a reasonable sum for attorneys' fees); and Purchaser shall pay any deficiency remaining after collection of or realization by Seller on the Products. In addition, Seller may terminate this Agreement upon written notice to Purchaser in the event that Purchaser is not approved for credit or upon the occurrence of any material adverse change in the financial condition or business operations of Purchaser.**4.6 Financing.** Notwithstanding any arrangement that Purchaser may make for the financing of the purchase price of the Products, the parties agree that any such financing arrangement shall have no effect on the Purchaser's payment obligations under this Agreement, including but not limited to Sections 4.1 and 4.2 above.

5. EXPORT TERMS

5.1 Unless other arrangements have been made, payment on export orders shall be made by irrevocable confirmed letter of credit, payable in U.S. dollars against Seller's invoice and standard shipping documents. Such letter of credit shall be in an amount equal to the full purchase price of the Products and shall be established in a U.S. bank acceptable to Seller. Purchaser shall have sole responsibility to procure all necessary permits and licenses for shipment and compliance with any governmental regulations concerning control of final destination of Products.**5.2** Purchaser agrees that Products shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with applicable export Control and US Sanction laws and regulations. If Purchaser purchases a Product at the domestic price and exports such Product, or transfers such Product to a third party for export, outside of the U.S., Purchaser shall pay to Seller the difference between the domestic price and the international retail price of such Product. Purchaser shall deliver to Seller, upon Seller's request, written assurance regarding compliance with this Section in form and content acceptable to Seller.

6. DELIVERY, RISK OF LOSS

6.1 Delivery Date. Delivery and installation dates will be established by mutual agreement of the parties as set forth in the Notice to Manufacture Letter issued by the Seller, as applicable. Seller shall make reasonable efforts to meet such delivery date(s).**6.2 Risk of Loss;**

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

7. SECURITY INTEREST/FILING

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

8. CHANGES, CANCELLATION, AND RETURN

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

9. FORCE MAJEURE

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

10. WARRANTY

10.1 Seller warrants that the Products manufactured by Seller and sold hereunder shall be free from defects in material or workmanship under normal use and service for the warranty period. The final assembled Products shall be new although they may include certain used, reworked or refurbished parts and components (e.g., circuit boards) that comply with performance and reliability specifications and controls. Seller's obligation under this warranty is limited, at Seller's option, to the repair or replacement of the Product or any part thereof. Unless otherwise set forth in the Product Warranty attached hereto and incorporated herein by reference ("Product Warranty"), the warranty period shall commence upon the earlier of the date that the Products have been installed in accordance with Section 12.5 hereof (which date shall be confirmed in writing by Seller) or first patient use, and shall continue for twelve (12) consecutive months. Seller makes no warranty for any Products made by persons other than Seller or its affiliates, and Purchaser's sole warranty therefor, if any, is the original manufacturer"s warranty, which Seller agrees to pass on to Purchaser, as applicable. The warranty provided by Seller under this Section 10 extends only to the original Purchaser,

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

11. LIMITATION OF LIABILITY

11.1 In no event shall Seller's liability hereunder exceed the actual loss or damage sustained by Purchaser, up to the purchase price of the Products. The foregoing limitation of liability shall not apply to claims for bodily injury or damages to real property or tangible personal property to the extent arising from Seller's negligence or a product defect.**11.2 SELLER SHALL NOT BE LIABLE FOR ANY LOSS OF USE, REVENUE OR ANTICIPATED PROFITS; COST OF SUBSTITUTE PRODUCTS OR SERVICES; LOSS OF STORED, TRANSMITTED OR RECORDED DATA; OR FOR ANY INDIRECT, INCIDENTAL, UNFORESEEN, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY**

OTHER THEORY OR FORM OF ACTION, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY THEREOF, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SALE OR USE OF THE PRODUCTS. THE FOREGOING IS A SEPARATE, ESSENTIAL TERM OF THIS AGREEMENT AND SHALL BE EFFECTIVE UPON THE FAILURE OF ANY REMEDY, EXCLUSIVE OR NOT.

12. INSTALLATION - ADDITIONAL CHARGES

12.1 General. Unless otherwise expressly stipulated in writing, the Products shall be installed by and at the expense of Seller except that Seller shall not provide rigging or site preparation services unless otherwise agreed to in writing by Seller for an additional charge. Seller will not install accessory items such as cabinets, illuminators, darkroom equipment or processors for X-Ray and CT equipment, unless otherwise agreed to in writing by Seller.**12.2 Installation by Seller.** If Seller specifies it will install the Products, the following applies: subject to fulfillment of the obligations set forth in Section 12.3 below, Seller shall install the Products and connect them to the requisite safety switches and power lines to be installed by Purchaser. Except as otherwise specified below, if such installation and connection are performed by Seller‘s technical personnel, prices shown include the cost thereof, provided that the installation and connection can be performed within the Continental United States or Puerto Rico and during normal business hours. Any overtime charges or other special expenses shall be additional charges to the prices shown.**12.3 Purchaser"s Obligations.** Purchaser shall, at its expense, provide all proper and necessary labor and materials for plumbing service, carpentry work, conduit wiring, and other preparations required for such installation and connection. All such labor and materials shall be completed and available at the time of delivery of the Products by Seller. Additionally, Purchaser shall provide free access to the installation site and, if necessary, safe and secure space for storage of Products and equipment prior to installation by Seller. Purchaser shall be responsible, at its sole cost and expense, for obtaining all permits, licenses and approvals required by any federal, state or local authorities in connection with the installation and operation of the Products, including but not limited to any certificate of need and zoning variances. Purchaser shall provide a suitable environment for the Products and shall ensure that its premises are free of hazardous conditions and any concealed or dangerous conditions and that all site requirements are met. Seller shall delay its work until Purchaser has completed the removal of any hazardous materials or has taken any other precautions and completed any other work required by applicable regulations. Purchaser shall reimburse Seller for any increased costs and expenses incurred by Seller that are the result of or are caused by any such delay. In the event that Seller is requested to supervise the installation of the Products, it remains the Purchaser"s responsibility to comply with local regulations. Seller is not an architect and all drawings furnished by Seller are not construction drawings. If local labor conditions, including a requirement to use union labor, require the use of non-Seller employees to participate in the installation of the Product or otherwise causes delays or any additional expenses, then any such additional costs shall be at Purchaser’s expense. **12.4 Regulatory Reporting.** In the event that any regulatory activity is performed by anyone other than Seller’s authorized personnel, then Purchaser shall be responsible for fulfilling any and all reporting requirements.**12.5 Completion of Installation.** Installation shall be complete upon the conclusion of final calibration and checkout under Seller’s standard procedures to verify that the Products meet applicable written performance specifications. Notwithstanding the foregoing, first use of the Products by Purchaser, its agents or employees for any purpose after delivery shall constitute completion of installation.

13. PATENT, COPYRIGHT AND OTHER INFRINGEMENT CLAIMS

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

reasonable depreciation for Purchaser's use of the Products. The foregoing states Seller's entire obligation and liability, and Purchaser's sole remedy, for claims of infringement.**13.2 Infringement by Purchaser.** If some or all of the Products sold hereunder are made by Seller pursuant to drawings or specifications furnished by Purchaser, or if Purchaser modifies or combines, operates or uses the Products other than as specified by Seller or with any product, data, software, apparatus or program not provided or approved by Seller, then the indemnity obligation of Seller under Section 13.1 shall be null and void.

14. DESIGNS AND TRADE SECRETS; LICENSE; CONFIDENTIALITY

14.1 Any drawings, data, designs, software programs or other technical information supplied by Seller to Purchaser in connection with the sale of the Products shall remain Seller's property and shall at all times be held in confidence by Purchaser.**14.2** For all Products which utilize software for their operation, such "Applications Software" shall be licensed to Purchaser under the terms of Seller's Software License Schedule attached hereto.**14.3** Seller and Purchaser shall maintain the confidentiality of any information provided or disclosed to the other party relating to the business, customers and/or patients of the disclosing party, as well as this Agreement and its terms (including the pricing and other financial terms under which the Purchaser will be purchasing the Products). Each party shall use reasonable care to protect the confidentiality of the information disclosed, but no less than the degree of care it would use to protect its own confidential information, and shall only disclose the other party's confidential information to its employees and agents having a need to know this information. The obligations of confidentiality set forth herein shall not apply to any information in the public domain at the time of disclosure or that is required to be disclosed by court order or by law.

15. ASSIGNMENT

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

16. COSTS AND FEES

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

17. MODIFICATION

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

18. GOVERNING LAW; WAIVER OF JURY TRIAL

18.1 This Agreement shall be governed by the laws of the state where the Product(s) will be installed, without regard to that state's choice of law principles.**18.2 EACH OF THE PARTIES EXPRESSLY WAIVES ALL RIGHTS TO A JURY TRIAL IN CONNECTION WITH ANY DISPUTE UNDER THIS AGREEMENT.**

19. COST REPORTING

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

20. INTEGRATION

20.1 These terms and conditions, including any attachments or other documents incorporated by reference herein, constitute the entire, complete and exclusive statement of agreement with respect to the subject matter hereof, and supersede any and all prior agreements, understandings and communications between the parties with respect to the Products. Purchaser's additional or different terms and conditions stated in a purchase order, bid documents or any other document issued by Purchaser are specifically rejected

and shall not apply to the transactions contemplated under this Agreement.

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

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

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

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

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

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

27. DISPOSITION OF PRODUCTS
27.1 Purchaser expressly agrees that should Purchaser sell, transfer or otherwise dispose of the Products, Purchaser shall notify Seller in writing and give Seller the opportunity to purchase such Products. With Purchaser's notice, Purchaser shall provide Seller with a copy of the third party's binding offer to purchase the Products and Seller shall have seven (7) days to notify the Purchaser of an offer to purchase the Products.
05/15 Rev.

Siemens Medical Solutions USA, Inc.
40 Liberty Boulevard, Malvern, PA 19355

SIEMENS REPRESENTATIVE
Edwin Winicki - +1 (336) 688-0978
edwin.winicki@siemens-healthineers.com

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

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

"**Agreement**" shall mean the attached (i) Quotation for Products and/or Services including the Terms and Conditions of Sale and applicable schedules; and/or (ii) Software License Agreement describing the software licensed herein and the specific system for which the license is issued.
"**Licensor**" shall mean Siemens Medical Solutions USA, Inc.
"**Licensee**" shall mean the end-user to whom Licensor provides Software or Documentation for its internal use under the Agreement.
"**Software**" shall mean the software described in the attached Agreement, including the following as contained therein: (i) software programs consisting of a series of statements or instructions to be used directly or indirectly in a programmable controller or computer to bring about a certain result and (ii) databases consisting of systemized collections of data to be used or referenced directly or indirectly by a programmed controller or computer. Notwithstanding the foregoing, "Software" does not include "firmware" as such term is conventionally understood. Diagnostic/Maintenance Software also is not included within the scope of the Software licensed under this Schedule, and is available only as a special option under a separate Diagnostic Materials License Agreement and may be subject to a separate licensing fee.
"**Documentation**" shall mean the documents and other supporting materials which are intended to support the use of an associated product, including (but not limited to) instructions, descriptions, flow charts, logic diagrams and listings of the Software, in text or graphic form, on machine readable or printed media.
"**Designated Unit**" shall mean a single control unit or computer identified on the first page of the Agreement, on which Software licensed hereunder may be used by Licensee.
2. SCOPE: The following terms and conditions shall apply to all Software and Documentation provided by Licensor to Licensee under the Agreement (whether included with other products listed in the Agreement or listed separately in the Agreement), together with any updates or revisions thereto which Licensor may provide to Licensee, and all copies thereof, except any Software and/or Documentation licensed directly by Licensor's supplier under a separate end-user license agreement accompanying the Software or the Documentation, in which case Licensee agrees to be bound by that license agreement as a condition to using the Software and/or Documentation. Except as expressly provided herein, and provided that in no event shall the warranties or other obligations of Licensor with respect to such Software or Documentation exceed those set forth in this Schedule, this Schedule shall be subject to the liability limitations and exclusions and other terms and conditions set forth in the Agreement. **ANY USE OF THE SOFTWARE, INCLUDING BUT NOT LIMITED TO USE ON THE DESIGNATED UNIT, WILL CONSTITUTE LICENSEE'S AGREEMENT TO THIS SOFTWARE LICENSE SCHEDULE (OR RATIFICATION OF ANY PREVIOUS CONSENT).**
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capability for which the Licensee will be charged. In addition, some updates may require Applications Training performed by Licensor's personnel that will be offered at Licensor's prevailing rates. Licensor retains the sole right to determine whether an update requires such training.

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

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

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Revised 03/15/05

Siemens Medical Solutions USA, Inc.
40 Liberty Boulevard, Malvern, PA 19355

SIEMENS REPRESENTATIVE
Edwin Winicki - +1 (336) 688-0978
edwin.winicki@siemens-healthineers.com

TRADE-IN EQUIPMENT REQUIREMENTS

TRADE-IN EQUIPMENT REQUIREMENTS

THE FOLLOWING APPLIES ONLY TO THE EXTENT THAT THE QUOTATION INCLUDES AN EQUIPMENT TRADE IN OR IF A TRADE-IN IS LATER ADDED TO THS QUOTATION VIA A CHANGE ORDER. THESE REQUIREMENTS ARE IN ADDITION TO ANY OTHER REFERENCED TERMS AND CONDITIONS OF THE QUOTATION AND SHALL REMAIN IN EFFECT REGARDLESS OF ANY CONTRARY LANGUAGE IN THE QUOTATION.

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

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

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

FOR MR SYSTEMS: cryogen levels must be least 65% upon time of de-installation. FOR MOBILE SYSTEMS: system must be road worthy and a state issued title transferring ownership to Seller (or Designee) must be received prior to the removal of the mobile system. FOR MODALITY TRADE SYSTEMS (non-ultrasound): The trade-in equipment must be available for inspection within two weeks of the scheduled de-installation date. In addition, Purchaser must provide a clear path for the removal of the trade-in equipment and on the date of de-installation after final inspection and test by the Seller (or Designee) has occurred, the Purchaser must supply licensed tradespeople to disconnect the power and plumbing (including draining and removing and disposing of any hazardous materials including, but not limited to glycol from the chiller and oil from the transformer, as examples.) Any additional costs due to the need to use a larger rig (other than a standard 80 ton rig), as well as any construction activities, street closings, permits, etc., required to de-install/remove the equipment are out-of-scope costs and will be the responsibility of Purchaser. FOR ULTRASOUND SYSTEMS – Purchaser may provide transducers with the ultrasound unit being traded in, but will not receive additional credit for such transducers.

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MR Warranty Information

Product (New Systems and "ECO" Refurbished Systems Only)	**Period of Warranty**[1]	**Coverage**	
MR System (not including consumables)	12 months	Full Warranty (parts & labor) Principal Coverage Period 8am-5pm Monday through Friday [2]	

Post-Warranty (after expiration of system warranty) – Replacement parts only!			
Magnet	12 months	Parts only	
Spare Parts	6 months	Parts only	
Consumables	Not Covered		

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

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

[2] Standard deliverable independent of subsequent service contract commitment

citrix | RightSignature

SIGNATURE CERTIFICATE

REFERENCE NUMBER
B4C40BCD-E78D-4C22-B2CC-FE692F59A023

TRANSACTION DETAILS	DOCUMENT DETAILS
Reference Number B4C40BCD-E78D-4C22-B2CC-FE692F59A023	**Document Name** Siemens Sola Binding Quote For Wake Radiology 6-14-22 Final
Transaction Type Signature Request	**Filename** siemens_sola_binding_quote_for_wake_radiology_6-14-22_final.pdf
Sent At 06/14/2022 17:02 EDT	**Pages** 26 pages
Executed At 06/14/2022 17:04 EDT	**Content Type** application/pdf
Identity Method email	**File Size** 439 KB
Distribution Method email	**Original Checksum** 44fbc1dddebe5e1f08a7715347887e81f4722afa2573345c88ef8c21e1f39e85
Signed Checksum 5eeb791e6ab9671ede5b26ee36227c5ce50e8e58fb2f7d657281735250b81d5c	
Signer Sequencing Disabled	
Document Passcode Disabled	

SIGNERS

SIGNER	E-SIGNATURE	EVENTS
Name Margaret King	**Status** signed	**Viewed At** 06/14/2022 17:03 EDT
Email mking@wakerad.com	**Multi-factor Digital Fingerprint Checksum** 2fcb465b45bb9a11c969d81ba2b451ce478c16d1ca1932deadb2a9f14a2e4f0f	**Identity Authenticated At** 06/14/2022 17:04 EDT
Components 4	**IP Address** 70.61.90.6	**Signed At** 06/14/2022 17:04 EDT
	Device Chrome via Windows	
	Typed Signature 	
	Signature Reference ID 4987EF58	

AUDITS

TIMESTAMP	AUDIT
06/14/2022 17:02 EDT	Margaret King (mking@wakerad.com) created document 'siemens_sola_binding_quote_for_wake_radiology_6-14-22_final.pdf' on Chrome via Windows from 70.61.90.6.
06/14/2022 17:03 EDT	Margaret King (mking@wakerad.com) viewed the document on Chrome via Windows from 70.61.90.6.
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EXHIBIT C

EQUIPMENT COMPARISON FOR REPLACEMENT MRI

	EXISTING EQUIPMENT	REPLACEMENT EQUIPMENT
Type of Equipment	MRI Scanner	MRI Scanner
Manufacturer of Equipment	Siemens	Siemens
Model Number	Siemens Magnetom Avanto 1.5T	Siemens Magnetom Vida (DE) 1.5T
Serial Number	S/N: 26004	Available upon installation
Provider's Method of Identifying Equipment	Serial Number, Affixed Label	Serial Number, Affixed Label
Mobile or Fixed	Fixed	Fixed
Date of Acquisition	May, 2006	Proposed, October 2022
Provider Hold Title to Equipment or Have a Capital Lease?	Title	Capital Lease
Specify if Equipment was/is New or Used When Acquired	New	New
Total Cost of Equipment	$834,000	$ 1,488,000*
Fair Market Value of Equipment	$95,500	$ 1,583,500**
Net Purchase Price of Equipment	Unk.	$ 1,488,000
Locations Where Operated	3811 Merton Dr., Raleigh, NC 27609	3811 Merton Dr., Raleigh, NC 27609
Number of Days Per Year the Equipment is or will be in Use in North Carolina	Approximately 300	Approximately 300
Percent of Change in Patient Charges by Procedure	N/A	Zero Percent
Percent of Change in Per-Procedure Operating Expenses	N/A	Zero Percent
Procedures Currently Performed in Existing Equipment	MRI Procedures	N/A
Procedures New Equipment is Capable of Performing	N/A	MRI Procedures

* Total cost $1,752,000, including all associated construction and installation costs.

** Includes $95,500 trade-in credit for Existing MRI, which will be removed from service in North Carolina.

From:	Waller, Martha K
To:	Waller, Martha K
Subject:	Exemption Email
Date:	Tuesday, September 20, 2022 9:56:47 AM

From: Trevor P. Presler <TPresler@wyrick.com>
Sent: Monday, September 19, 2022 12:06 PM
To: Mitchell, Micheala L <Micheala.Mitchell@dhhs.nc.gov>
Subject: [External] WR Imaging, LLC's Written Notice Requesting Confirmation of Exemption from CON Review: Replacement of Legacy MRI Scanner and Interim Use of Temporary Mobile MRI Scanner

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

Good afternoon, Ms. Mitchell,

On behalf of Frank Kirschbaum and WR Imaging, LLC, please find attached a written notice requesting confirmation of exemption from Agency review for WR Imaging's proposal to remove from service and replace a single fixed MRI unit located in Wake County. A hardcopy will be mailed for the Agency's file. Thanks, and if you need any additional information please don't hesitate to contact me.

Sincerely,

Trevor Presler

Trevor P. Presler
ATTORNEY

Direct: 919.228.2901
Mobile: 919.428.3525
tpresler@wyrick.com

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Martha Waller
Administrative Specialist 1
Division of Health Service Regulation, Certificate of Need Section North Carolina Department of Health and Human Services

Main: 919-855-3873
Office: 919-855-3885
martha.waller@dhhs.nc.gov

Help protect your family and neighbors from COVID-19.
Know the 3 Ws. Wear. Wait. Wash.
#StayStrongNC and get the latest at nc.gov/covid19

809 Ruggles Drive, Edgerton Building
2704 Mail Service Center
Raleigh, NC 27699-2704

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