NC DEPARTMENT OF
HEALTH AND HUMAN SERVICES

JOSH STEIN • Governor
DEVDUTTA SANGVAI • Secretary
MARK PAYNE • Director, Division of Health Service Regulation

VIA EMAIL ONLY

May 7, 2025

Adam McConnell
amcconnell@granvillemedical.com

Exempt from Review – Replacement Equipment

Record #:	**4755**
Date of Request:	April 10, 2025
Facility Name:	Granville Health System
FID #:	943195
Business Name:	County of Granville
Business #:	558
Project Description:	Replace existing CT scanner and other radiology equipment
County:	

Dear Mr. McConnell:

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 CT scanner and other radiology equipment replace the existing CT scanner and radiology equipment. This determination is based on your representations that the existing equipment will be sold or otherwise disposed of and will not be used again in the State without first obtaining a certificate of need if one is required.

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

Sincerely,

Cynthia Bradford
Project Analyst

Micheala Mitchell
Chief

cc: Radiation Protection Section, DHSR

April 10, 2025

Granville HEALTH SYSTEM

Ms. Micheala Mitchell, Chief
Ms. Cynthia Bradford, Project Analyst
Healthcare Planning and Certificate of Need Section
Division of Health Service Regulation, NC DHHS
2704 Mail Service Center
Raleigh, NC 27699-2704
Micheala.Mitchell@dhhs.nc.gov
Cynthia.Bradford@dhhs.nc.gov

RE: Request for Exemption from Review Replace Multiple Pieces of Radiology Equipment
Facility Name: Granville Health System
County: Granville

Dear Ms. Mitchell and Ms. Bradford:

Please accept this letter as notification of the intent of Granville Health System to replace existing radiology equipment for a total cost less than $3,089,400[1] pursuant to N.C. Gen. Stat. § 131E-184(a)(7) and 10A NCAC 14C .0303.

Under N.C. Gen. Stat. § 131E-184(a)(7), the CON law provides that an applicant's proposal "[t]o provide replacement equipment" is exempt from Certificate of Need review if the Department receives prior written notice from the entity proposing the new institutional health service, including an explanation of why the new institutional health service is required. Replacement equipment is defined in the CON law under N.C. Gen. Stat. § 131E-176(22a)[2] as:

> "Equipment that costs less than three million dollars ($3,000,000) 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. In determining whether the replacement equipment costs less than three million dollars ($3,000,000), the costs of equipment, studies, surveys, designs, plans, working drawings, specifications, construction, installation, and other activities essential to acquiring and making operational the replacement equipment shall be included. The capital expenditure for the equipment shall be deemed to be the fair market value of the equipment or the cost of the equipment, whichever is greater. Beginning September 30, 2023, and on September 30 each year thereafter, the cost threshold amount in this subdivision shall be adjusted using the Medical Care Index component of the Consumer Price Index published by the U.S. Department of Labor for the 12-month period preceding the previous September 1."

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1 On October 1, 2024, the cost threshold amount for replacement equipment was increased to $3,089,400 based on the change in the Medical Care Index (MCI) of the Consumer Price Index published by the US Department of Labor on September 30, 2024 for the 12-month period preceding September 1.

2 Please note that the text cited below is as amended by Session Law 2023-7, which was enacted March 27, 2023, with the cited portion effective immediately.

Ms. Micheala Mitchell, Chief
Ms. Cynthia Bradford, Project Analyst
April 10, 2025

As set forth below, Granville Health System's proposed equipment replacement meets the definition of replacement equipment and is exempt from Certificate of Need review.

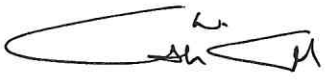
Granville Health System seeks to acquire a CT scanner, a nuclear medicine camera and digital x-ray (Replacement Equipment) to replace Granville Health System's existing equipment (Existing Equipment). The proposed replacements are needed as the Existing Equipment is beyond its useful life. The Replacement Equipment is functionally similar to the Existing Equipment and will be used for the same treatment purposes, although the Replacement Equipment will possess expanded capabilities given technological advancements. The proposed Replacement Equipment will not be used to provide a new health service and will not result in more than a 10 percent increase in patient charges or per procedure operating expenses within the first 12 months after it is acquired. Further, as documented in Attachment 1, once the Replacement Equipment has been installed and is operational, the Existing Equipment will be sold or otherwise disposed of by Granville Health System and will not be otherwise utilized in the state without permission.

Of note, each unit of Replacement Equipment functions separately and does not require the others to operate. As such, it is our understanding that the cost of the equipment is considered separately under the definition cited above. However, since the combined cost of the equipment is less than that capital threshold, for the ease of your review, we have included them all together in this exemption notice. Specifically, the total capital cost for the proposed equipment replacement, including all costs associated with equipment, studies, surveys, designs, plans, working drawings, specifications, construction, installation, and other activities essential to acquiring and making all units of the Replacement Equipment operational is $2,864,715. Attachment 2 contains a projected capital cost form for the project and all associated construction and engineering fees as well as vendor quotes for the proposed Replacement Equipment and all associated systems and tools. As documented in Attachment 1, the Existing Equipment will be removed from North Carolina by the vendor and will not be used again without Agency approval.

As outlined above and illustrated in the Attachments, the proposed Replacement Equipment qualifies as replacement equipment pursuant to regulatory and statutory definitions (N.C. Gen. Stat. § 131E-176(22a) and 10A NCAC 14C .0303). As such, the proposed project is exempt from Certificate of Need review pursuant to N.C. Gen. Stat. § 131E-184(a)(7).

If you could, please confirm that you agree with our understanding that the proposed Replacement Equipment is exempt from Certificate of Need review. Please do not hesitate to contact me if any additional information is needed.

Sincerely,



Adam McConnell
Chief Executive Officer
Granville Health System

Ms. Micheala Mitchell, Chief
Ms. Cynthia Bradford, Project Analyst
April 10, 2025

Attachment 1 – Letter Re: Continuous Historical Use and Future Disposition of Existing Equipment
Attachment 2 – Projected Capital Costs

Attachment 1

Granville
HEALTH SYSTEM

April 7, 2025

Ms. Micheala Mitchell, Chief
Cynthia Bradford, Project Analyst
Healthcare Planning and Certificate of Need Section
Division of Health Service Regulation, NC DHHS
2704 Mail Service Center
Raleigh, NC 27699-2704
Micheala.Mitchell@dhhs.nc.gov
Cynthia.Bradford@dhhs.nc.gov

Dear Ms. Mitchell and Ms. Bradford:

Granville Health System currently owns and operates a CT scanner, nuclear medicine camera and x-ray equipment, collectively referred to as "Existing Equipment' that has been in operation continuously at Granville Health System. The Existing Equipment has not been taken out of service since originally acquired, except on a temporary basis as needed for updates or repairs. Additionally, the Existing Equipment has been used at least 10 times in the past 12 months.

Granville Health System intends to acquire a CT scanner, a nuclear medicine camera and digital x-ray (Replacement Equipment) to replace the Existing Equipment. Granville Health System understands that the Existing Equipment will be removed from North Carolina by the vendor. Granville Health System will not own or use the Existing Equipment after its replacement.

Please contact me with any questions regarding this matter.

Sincerely,

Adam McConnell
Chief Executive Officer
Granville Health System

Projected Capital Cost Form

Building Purchase Price	$0
Purchase Price of Land	$0
Closing Costs	$0
Site Preparation	$0
Construction/Renovation Contract(s)	$1,362,500
Landscaping	$0
Architect / Engineering Fees	0
Medical Equipment	$1,499,715
Non-Medical Equipment	$0
Furniture	$2500
Financing Costs	$0
Interest during Construction	$0
Other (specify)	$0
Total Capital Cost	$2,864,715

CERTIFICATION BY AN OFFICER OR AGENT FOR THE PROPONENT

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

Signature of Officer/Agent

Date Signed: 4/10/25

Chief Executive Officer, Granville Health System
Title of Officer/Agent

GE HealthCare

April 18, 2024
Quote Number: **2004201588.15**
Customer ID: **1-23I0D7**
Quotation Expiration Date: **06/08/2024**

ENSURE REQUISITION/PURCHASE ORDER IS ISSUED TO:
GE PRECISION HEALTHCARE
TAX ID (83-0849145)

Granville Health System
Granville Medical Center
1010 College St
Oxford, NC 27565-2507

This Agreement (as defined below) is by and between the Customer and the GE HealthCare business ("GE HealthCare"), each as identified below for the sale and purchase of the Products and/or Services identified in this Quotation, together with any applicable schedules referred to herein ("Quotation"). "Agreement" is this Quotation (including line/catalog details included herein) and either: (i) the Governing Agreement identified below; or (ii) if no Governing Agreement is identified, the GE HealthCare Terms and Conditions and Warranties that apply to the Products and/or Services identified in this Quotation.

GE HealthCare can withdraw this Quotation at any time before Customer: (i) signs and returns this Quotation or (ii) provides evidence of Quotation acceptance satisfactory to GE HealthCare ("Quotation Acceptance"). On Quotation Acceptance, this Agreement is the complete and final agreement of the parties relating to the Products and/or Services identified in this Quotation. There is no reliance on any terms other than those expressly stated or incorporated by reference in this Agreement and, except as permitted in this Agreement, no attempt to modify will be binding unless agreed to in writing by the parties. Modifications may result in additional fees and cannot be made without GE HealthCare's prior written consent.

Handwritten or electronic modifications on this Agreement (except an indication of the form of payment, Customer purchase order number and signatures on the signature blocks below) are void.

Governing Agreement:	Premier
Terms of Delivery	FOB Destination
Billing Terms	80% on Delivery / 20% on Acceptance
Payment Terms	NET 45 DAYS
Sales and Use Tax Exemption	No Certificate on File
Total Quote Net Selling Price	$ 221,623.13

IMPORTANT CUSTOMER ACTIONS:
Please select your planned source of funds. Source of funds is assumed to be cash unless you choose another option. Once equipment has been shipped, source of funds changes cannot be allowed.

___ Cash

___ GE HFS Loan ___ GE HFS Lease

___ Other Financing Loan ___ Other Financing Lease Provide Finance Company Name _____

The parties have caused this Agreement to be executed by their authorized representative as of the last signature date below.

Granville Health System
Granville Medical Center

Signature: _____

Print Name: _____

Title: _____

Date: _____

_____
Purchase Order Number, if applicable

GE Precision Healthcare LLC, a GE Healthcare business

Signature: Bob Garlington

Title: Account Manager - VASO Mfr Rep

Date: April 18, 2024

GE HealthCare

April 18, 2024
Quote Number: **2004201588.15**
Customer ID: **1-23I0D7**
Quotation Expiration Date: **06/08/2024**

Document Instructions

Please sign and return this quotation together with any Purchase Order(s) to:

Email: bob.garlington@gehealthcare.com

Phone: +1 8653122474

Fax:

Payment Instructions

Please **remit** payment for invoices associated with this quotation to:

P.O. Box 96483
Chicago, IL 60693

FEIN: 83-0849145

Granville Health System
Granville Medical Center

Addresses:

Bill To:	GRANVILLE MEDICAL CENTER	GRANVILLE MEDICAL CENTER ACCOUNTS PAYABLE 1010 COLLEGE ST OXFORD NC 27565-2507
Ship To:	GRANVILLE MEDICAL CENTER	GRANVILLE MEDICAL CENTER 1010 COLLEGE ST OXFORD NC 27565-2507

To Accept This Quotation

- Please sign the quote and any included attachments (where requested).
- Source of Funds (choice of Cash/Third Party Loan or GE HFS Lease Loan or Third Party Lease through _____), must be indicated, which may be done on the Quote Signature Page (for signed quotes), or the Purchase Order (where quotes are not signed) or via a separate written source of funds statement (if provided by GE HealthCare).
- If your purchasing process requires a purchase order, please make sure it includes:
  - The correct Quote number and Version number above
  - The correct Remit To information as indicated in “Payment Instructions” above
  - Your correct SHIP TO and BILL TO site name and address
  - The correct Total Price as indicated above

Evidence of the agreement to contract terms. Either: (a) the quotation signature filled out with signature and P.O. number; or (b) Verbiage on the purchase order stating one of the following:
(i) “Per the terms of Quotation # _____”;
(ii) “Per the terms of GPO # _____”;
(iii) “Per the terms of MPA# _____”; or
(iv) “Per the terms of SAA # _____.

Catalog Item Details

Line	Qty	Catalog	
1	1.00	S4400BSCMT	Definium Tempo Plus System w. Non-Tilting Wall Stand and Table

Discount	Extended List Price	Net Price
53.90%	$140,000.00	$64,543.20

Definium Tempo is a versatile, digital radiographic, overhead tube suspension (OTS) system powered by GE HealthCare's FlashPad™ HD high resolution detectors and Helix™ advanced image processing software. Acting like a personal assistant, the Definium Tempo system helps your team deliver consistent, highly automated, efficient imaging exams that impart clinical confidence. These benefits are all provided with a low total cost of ownership.
The Definium Tempo can be flexibly configured to meet the custom needs and room size requirements of your radiographic department. Included is the OTS which features a 12 inch tube head touch screen console with full acquisition workflow functionality enabling in-room workflows. Customers can choose to include or exclude: a table and wall stand.
Additional options available for selection include: detector size and number, wall stand types, rail and bridge sizes, advanced clinical applications, intelligent workflow assistant applications, and artificial intelligence (AI) driven decision support applications.
Cybersecurity features are included with all configurations to help protect your system and your clinical IT environment. A live streaming video camera is also included with all configurations to allow technologists to stay connected to their patients, monitor patient safety, and potentially reduce rejects from patient motion or incorrect orientation.

This Definium Tempo system catalog includes the following items:
System PC (Work Station) w. English Keyboard
Systems Cabinet
2-Axis Motorized Performance OTS w. Camera Kit
Software Collector (HelixTM Advanced Image Processing)
Technical Publication
Remove Patient Orientation Tag SW License
Multi Patient Print
IT Security Pack
Dose Structured Report
Labels (UDI, Rating Plate)

The motorized non-tilting wall stand is designed for radiography applications with the patient standing, within a small size room, or for chest imaging purpose only.
Main functionalities:
- Detector housing: Detector support for FlashPad HD 43x43 cm (17x17 in) and FlashPad HD 35x43 cm (14x17 cm) with portrait and landscape rotation
- Auto Tracking: OTS auto-tracking of the detector. Wall stand reverse tracking of the OTS.
- Detector housing motion control: Manual movement compatible. Motorized vertical movement. No tilting capability. Manual movement compatible
- Floor to center of detector (min): 28.5 cm (11.2 in)
- Vertical travel range: 150 cm (59 in)
- Patient coverage (max): 192 cm (75.6 in)
- Motion safety: Vertical electromagnetic braking
- Foot switch: Optional
- Remote control: Optional.
- AEC support:3 cell ion chamber
- Accessories: Integrated hand grips and lateral support bar

A bariatric performance X-ray table. Key specifications:
- Weight limit: 350 kg (771 lbs) dynamic
- Tabletop material: Carbon-fiber composite
- Tabletop inherent filtration: ≤0.8 mm Al equiv @ 100 kVp
- Tabletop size: 85x235 cm (34.5x92.5 in)
- Tabletop travel range: Longitudinal 111 cm (43.7 in), Transversal 22 cm (8.7 in)
- Detector longitudinal travel: 35.5 cm (14 in)
- Max. patient coverage: Long: 184 cm (72.4 in), Lat: 61 cm (24 in)
- Elevating range: 58–90 cm (22.8-35.4 in)

- Elevation time: ≤ 18 seconds (from min to max height)
- Foot pedal: Ingress protection liquid proof IP36
- Footprint (incl foot pedals): 116x78 cm (45.7x30.7 in)
- AEC: 3 Ion Chambers

Line	Qty	Catalog	
2	**1.00**	**S1402TP**	**Control Room Touch Monitor**

Discount	Extended List Price	Net Price
53.90%	**$2,800.00**	**$1,290.86**

Line	Qty	Catalog	
3	**1.00**	**S1400OTSRS**	**OTS Rail Select - 4.1m to 5.8m**

Discount	Extended List Price	Net Price
53.90%	**$2,000.00**	**$922.05**

This is a mandatory option when configuring a Gen 6 system. It will not be visible to the customer or on any CFD. It is used for system order tracking on backend processes.

Line	Qty	Catalog	
4	**1.00**	**S1402BRSL**	**OTS Bridge and Cable Management Select - 2m to 3m**

Discount	Extended List Price	Net Price
0.00%	**$0.00**	**$0.00**

Line	Qty	Catalog	
5	**1.00**	**S1400PB**	**65kW High Frequency Generator (Requires 3-Phase Power)**

Discount	Extended List Price	Net Price
53.90%	**$24,990.00**	**$11,520.96**

65kW generator configuration including tube. Main specifications- Generator type: High frequency - Tube voltage range: 40 to 150 kV- Tube current range: 10 to 800 mA- Loading time range: 2 to 2000 ms- Current time product range: 0.25 to 630mAs (for tube large focal spot: 0.63-630 mAs; for tube small focal spot: 0.25-500 mAs) - AEC max. backup: 512mAs and/or 2000ms- AEC Nominal Irradiation Shortest Time (NIST): 2 ms

Line	Qty	Catalog	
6	**1.00**	**S1402APUS**	**Wireless Kit - US**

Discount	Extended List Price	Net Price
53.90%	**$2,398.00**	**$1,105.53**

Wireless kit with US certifications. The wireless kit includes a wireless access point (AP), power cable and ethernet cable to the system. An AP bracket is also provided for easy installation in a room.

Line	Qty	Catalog	
7	**1.00**	**S1201LX**	**Radiology Control Interface Module (RCIM2)**

Discount	Extended List Price	Net Price
0.00%	**$0.00**	**$0.00**

Operation Console RCIM2

Line	Qty	Catalog	
8	**1.00**	**S2021CFR**	**Standard 21 CFR Subchapter J Labeling**

Discount	Extended List Price	Net Price
0.00%	**$0.00**	**$0.00**

Line	Qty	Catalog	
9	**1.00**	**S1400WSCS**	**Wall Stand Cable Select**

Discount	Extended List Price	Net Price
0.00%	**$0.00**	**$0.00**

Line	Qty	Catalog	
10	**1.00**	**S1400WSLK**	**Wall stand Left/Right Insert Select**

Discount	Extended List Price	Net Price
0.00%	**$0.00**	**$0.00**

Line	Qty	Catalog	
11	**1.00**	**S2003AC**	**Wall Stand Grid - 100 cm (40 in)**

Discount	Extended List Price	Net Price
53.90%	**$3,000.00**	**$1,383.07**

When necessary a 100 cm wall stand grid can be inserted in the wall stand detector tray housing. An interlock within the receptor senses the new grid.

Main specifications:

- Focal range: 90 – 118 cm
- Vertical orientation
- Aspect ratio: 13:1
- Line density: 70 lp/cm

Line	Qty	Catalog	
12	**1.00**	**S2005AC**	**Wall Stand Grid - 100-180 cm (40-72 in)**

Discount	Extended List Price	Net Price
53.90%	**$3,000.00**	**$1,383.07**

When necessary a 130 cm wall stand grid can be inserted in the wall stand detector tray housing. An interlock within the receptor senses the new grid.

Main specifications:
- Focal range: 90 – 190 cm
- Vertical orientation
- Aspect ratio: 10:1
- Line density: 70 lp/cm

Line	Qty	Catalog	
13	**1.00**	**S2007AC**	**Wall Stand Grid - 180 cm (72 in)**

Discount	Extended List Price	Net Price
53.90%	**$3,000.00**	**$1,383.07**

When necessary a 180 cm wall stand grid can be inserted in the wall stand detector tray housing. An interlock within the receptor senses the new grid.

Main specifications:
- Focal range: 145 – 245 cm
- Vertical orientation
- Aspect ratio: 13:1
- Line density: 70 lp/cm

Line	Qty	Catalog	
14	**1.00**	**S1400TBLCS**	**Table Cable Select**

Discount	Extended List Price	Net Price
0.00%	**$0.00**	**$0.00**

Line	Qty	Catalog	
15	**1.00**	**S39222RR**	**Hand Grips - Wide Table**

Discount	Extended List Price	Net Price
53.90%	**$300.00**	**$138.31**

Premium Patient Hand Grips XR656, XR656 HD, XR646 HD

Line	Qty	Catalog	
16	**1.00**	**S1402FFP**	**Rear Foot Pedal - Performance Table**

Discount	Extended List Price	Net Price
53.90%	**$2,000.00**	**$922.05**

Line	Qty	Catalog	
17	**1.00**	**S2000AC**	**Table Grid - 100 cm (40 in)**

Discount	Extended List Price	Net Price
53.90%	**$3,000.00**	**$1,383.07**

When necessary a 100 cm wall stand grid can be inserted in the wall stand detector tray housing. An interlock within the receptor senses the new grid.

Main specifications:
- Focal range: 90 – 118 cm
- Vertical orientation
- Aspect ratio: 13:1
- Line density: 70 lp/cm

Line	Qty	Catalog	
18	**1.00**	**S4202DDM**	**Two (2) FlashPad HD Detectors: 43x43 cm (17x17 in) & 35x43 cm (14x17 in)**

Discount	Extended List Price	Net Price
53.90%	**$250,000.00**	**$115,255.72**

Four times the information with exceptional dose efficiency
The ultra-high definition and dose efficiency of FlashPad™ HD detectors allow visualization of extraordinary anatomical detail at low dose where it matters most even for your most challenging patients. 100 micron detectors pack four times more pixels per area than the original FlashPad for sharp x-ray images.
- 100 microns pixel pitch
- Removable, rechargeable battery
- 802.11 n 5 GHz link between the system and detector with three internal antennae for the fastest image wireless transfer
- Includes QAP (Quality Assurance Procedure) with all necessary hardware and software

Line	Qty	Catalog	
19	**1.00**	**S31002**	**Two (2) and Three (3) Detectors Configuration**

Discount	Extended List Price	Net Price
0.00%	**$0.00**	**$0.00**

Line	Qty	Catalog	
20	**1.00**	**S3003DG**	**Detector Handle without Grid for FlashPad HD 3543**

Discount	Extended List Price	Net Price
53.90%	**$1,500.00**	**$691.53**

FlashPad HD 3543 attachable and removable detector handle assembly without grid for added ergonomics.

Line	Qty	Catalog	
21	**1.00**	**S3000GM**	**Detector Grip Sticker for FlashPad HD 3543**

Discount	Extended List Price	Net Price
0.00%	**$0.00**	**$0.00**

This Grip Sticker is applied to the back of the detector and provides additional texture to the surface for improved handling.

Line	Qty	Catalog	
22	**1.00**	**S3000DR**	**Clip-on Grid 6:1 for FlashPad HD 3543**

Discount	Extended List Price	Net Price
53.90%	**$3,000.00**	**$1,383.07**

FlashPad HD 3543 Clip-on grid with a 6:1 aspect ratio for use when the detector is used outside the wall stand or table.

Main specifications:
• Keyed for proper and alignment
• Aspect ratio: 6:1 with horizontal orientation
• Line density: 70 lp/mm
• Focal distance: 130 cm
• Focal range: 100-180 cm
• Grid assembly weight: 1.23 Kg (2.72 lbs.)

Line	Qty	Catalog	
23	**1.00**	**S3202GM**	**Detector Grip Sticker for FlashPad HD 4343**

Discount	Extended List Price	Net Price
0.00%	**$0.00**	**$0.00**

This Grip Sticker is applied to the back of the detector and provides additional texture to the surface for improved handling.

Line	Qty	Catalog	
24	**1.00**	**S3003DX**	**Weight Bearing Cover for FlashPad HD 3543 Detector**

Discount	Extended List Price	Net Price
53.90%	**$1,200.00**	**$553.23**

The Weight Bearing Cover protects the FlashPad HD 3543 detector during weight-bearing exams. The cover allows a 590 kg (1300 lb) load applied over a 25 cm (9.75 in)
The Weight Bearing Cover protects the FlashPad HD 3543 detector during weight-bearing exams. The cover allows a 590 kg (1300 lb) load applied over a 25 cm (9.75 in)

Line	Qty	Catalog	
25	**1.00**	**S2009AC**	**Grid Holder - Wall Mountable**

Discount	Extended List Price	Net Price
53.90%	**$1,150.00**	**$530.18**

Wall Mounting Grid Holder for up to 4 Grids.

Line	Qty	Catalog	
26	**1.00**	**S2000TTDH**	**Lateral Detector Holder - Table Mount**

Discount	Extended List Price	Net Price
53.90%	**$500.00**	**$230.51**

The digital detector holder on the table top for cross table exam positioning purpose. Adjustable for 10in X 12in, 14in X 17in and 17in X 17in FlashPad HD detectors.

Line	Qty	Catalog	
27	**1.00**	**S1400AG**	**Auto Grid**

Discount	Extended List Price	Net Price
53.90%	**$8,700.00**	**$4,010.90**

Software that can be used in lieu of a physical anti-scatter grid to improve image contrast in general radiographic images by reducing the effects of scatter radiation.

- Shown to provide equivalent image contrast as a physical grid while reducing setup time by up to 24%. Source: GE bench testing, White Paper, GE Healthcare's Auto Grid™ Software (JB77154XX)
- Automatically applied to all acquisitions where the protocol recommends the use of a grid, but no physical grid is applied
- The strength of the Auto Grid applied is set in preferences
- The Quick Tool Bar can be used to change the strength of Auto Grid after the image has been acquired.

Line	Qty	Catalog	
28	**1.00**	**S1402PE**	**AutoRad Package**

Discount	Extended List Price	Net Price
53.90%	**$4,900.00**	**$2,259.01**

AutoRAD offers a set of workflow enhancing features, to make exam setup fast, intuitive, and easy for X-ray technologists and comfortable for patients.

- Auto Protocol Assist: The system will automatically transition directly to the Acquire screen when the protocol code downloaded from the HIS/ RIS (automatically performed with worklist refresh) matches the exam code contained in the protocol database. This tool

eliminates the user steps required to select patient exam types and initiate an exam.
• Auto Field of View enables the user to pre-define the collimation size on an individual view basis and the system automatically adjusts the collimation when the view is selected for the patient.
• Repeat and Reject Analysis: An automated quality assurance tool on-device that allows for repeated or rejected images to be captured and categorized by technologist. Reports can be exported in DVD, CD or USB format for ease of use. Definium Tempo Systems are also compatible with GE's Xray Quality Application featuring Repeat Reject Analytics.

Line	Qty	Catalog	
29	**1.00**	**S1400CM**	**Intelligent Workflow Suite**

Discount	Extended List Price	Net Price
53.90%	**$15,000.00**	**$6,915.34**

A collection of workflow enhancement tools formed by seamlessly combining the systems 3D video camera, computer vision, video analytics. The system automatically assists technologists in delivering more consistent images and provides contextual awareness for radiologists.

• Position Assist: Provides an overlay of the detector boundaries, ion chamber locations, and active ion chamber indications on the patient video image to assist in proper patient positioning at the table or wall stand.
• Technique Assist: Automated patient thickness measurements of over 30 anatomy/view combinations including chest, abdomen, pelvis and spine with customizable patient habitus indications. Software assists technologists in the selection of the correct patient habitus by presenting a suggestion on the acquisition workstation UI based upon calculations taken.
• Patient Snapshot: Stores a video snapshot image as a secondary capture image which is sent to PACS along with the diagnostic image. This image provides contextual awareness for the radiologist. Enable / disable for individual exams or system-wide according to site preferences.

Line	Qty	Catalog	
30	**1.00**	**S39212UP**	**Uninterruptible Power Supply (UPS)**

Discount	Extended List Price	Net Price
20.00%	**$2,000.00**	**$1,600.00**

The Uninterruptable Power Supply (UPS) provides backup power if the system power is lost. The UPS is connected to the computer and monitor to ensure that an ongoing exam can finish processing and closed before system shutdown. Input power is single phase, 60Hz. Output is 700VA, 630W, 120V nominal. Surge Protection of 510V, 296J per 62040-2.

Line	Qty	Catalog	
31	**1.00**	**E4502ST**	**25 KAIC X-Ray Main Disconnect Panel 80 Amp, 480 V / 208 V**

Discount	Extended List Price	Net Price
20.00%	**$2,773.00**	**$2,218.40**

FEATURES/BENEFITS
• Serves as the main power disconnect between the X-Ray system and the facility 480V or 208V power source
• Provides emergency shut down, undervoltage protection and overcurrent protection for the X-Ray power distribution cabinet
• Standardized design provides a platform for future upgrades of the system
• Offers a number of advantages by combining a variety of individual components into a single pre-engineered and factory tested panel
• UL and cUL listed for compliance with NEC Article 100 and Article 110-3
• Remote emergency off pushbutton located by X-Ray control provides immediate shut down of the entire system to comply with NEC

required disconnecting means
• Surface or semi-flush mounting

SPECIFICATIONS
• Dimensions (H x W x D): 48” x 20” x 6.68”
• Weight: 80 lbs.
• Mounting: via keyhole slots; Width is 16” on centers, Height is 45.5” on centers

COMPATIBILITY
• GE Three Phase X-Ray generators
NOTES:
• Customer is responsible for arranging for installation with a qualified party
• ITEM IS NON-RETURNABLE AND NON-REFUNDABLE

Line	Qty	Catalog	
32	**1.00**	**S1510UB**	**Cable Storage U-bolt for Cabinet**

Discount	Extended List Price	Net Price
0.00%	**$0.00**	**$0.00**

U bolt for the storage of cables in the cabinet. Only for US market.

Total Quote Subtotal ***$221,623.13***

Qty.	Credits and Adjustments	
1	**PROTEUS XR/A Trade-in**	**$0.00**

Total Quote Net Selling Price: ***$221,623.13***

ENSURE REQUISITION/PURCHASE ORDER IS ISSUED TO:
GE PRECISION HEALTHCARE
TAX ID (83-0849145)

If applicable, for more information on this devices' operating system, please visit GE HealthCare's product security portal at https://securityupdate.gehealthcare.com/en/products

Optional Items

Please initial the Catalogs you wish to purchase

Catalog Number	Qty	Description	Net Price	Initial
S3003DE	**1.00**	**Detector Handle with Integrated Grid for FlashPad HD 3543 Detector – 6:1 Grid**	**$2,475.00**	_____

FlashPad HD 3543 attachable and removable detector handle assembly with integrated 6:1 ratio grid for added ergonomics.

Catalog Number	Qty	Description	Net Price	Initial
S3003CM	**1.00**	**Critical Care Suite 1.0 (US), New User on Definium Tempo**	**$11,000.00**	_____

Intelligence at point of care.
Critical Care Suite is a computer aided and notification triage AI algorithm designed to analyze frontal chest X-ray images acquired on a digital X-ray system for the presence of prespecified critical findings (Pneumothorax). It produces an on-screen notification and image flag when a critical finding is detected and immediately notifies the radiologists of cases with suspicion of a critical finding (Pneumothorax) via PACS worklist image flag and secondary capture DICOM image. Critical Care Suite employs on-device Artificial Intelligence (AI) that brings awareness to the technologist on the user interface of cases flagged for review by the radiologist 15 minutes after exam closure.
Quality Care Suite
Quality Care Suite contains 3 algorithms: Intelligent Protocol Check, Intelligent Field of View, and Intelligent Auto Rotate.
• Intelligent Protocol Check detects if the acquired image is a frontal chest X-ray. The user receives a notification if a mismatch exists between the image acquisition protocol and the acquired image, thus enabling the technologist to determine if the image needs to be repeated or reprocessed before sending to PACS.
• Intelligent Field of View accurately detects whether the lung field is complete in a frontal chest X-ray. If the model identifies that the lung field is incomplete, a notification is provided to the user.
• Intelligent Auto Rotate determines the rotation angle of a chest image and auto-rotates the image for proper display (head-up).

GEHC may collect, prepare derivatives from and use non-PHI data related to Products, Services and/or SaaS for such things as training/demonstration, research and development, and continuous product involvement. GEHC will own the property rights resulting from such activity, but will not sell the data or use it to identify Customer without consent.

Catalog Number	Qty	Description	Net Price	Initial
S1202RZ	**1.00**	**Barcode Reader with Holder**	**$192.50**	_____

Bar code Reader w Stool

Trade-in Addendum to GE HealthCare Quotation

This Trade-In Addendum ("Addendum"), effective on April 18, 2024**,** between the GE HealthCare business identified on the Quotation and **Granville Medical Center**/**Granville Health System** ("Customer"), is made a part of Quotation # **2004201588.15 ^** dated **April 18, 2024** ("Quotation") and modifies it as follows:

A. Customer: (i) certifies that it has full legal title to the equipment and/or mobile vehicle ("mobile vehicles" are defined as any systems requiring a vehicle title) listed in Section E ("Trade-In Equipment"), free and clear of all liens and encumbrances; (ii) conveys title and, if applicable, registration and license documents to GE HealthCare effective on the date of removal or receipt of the Trade-In Equipment (mobile vehicles will not be removed from Customer site until GE HealthCare has received a clean title signed over to GE HealthCare); and (iii) affirms that the Trade-In Equipment has never been used on or to provide care to animals. If GE HealthCare removes the Trade-In Equipment, it will do so at its expense at a mutually agreed time. Trade-In Equipment shall be removed no later than thirty days following installation of Customer's new system, unless explicitly otherwise agreed to by the parties in writing.

Mobile vehicles must include the VIN# on this trade-in addendum: VIN# [insert Vin #]. Mobile vehicles must have a valid DOT sticker and be road worthy at the time GE HealthCare is to take possession of them in order for GE HealthCare to accept a mobile vehicle on trade-in. Any and all logos or hospital affiliation stickers must be removed (outside and inside) by Customer and Customer shall clean the mobile vehicle of all debris and medical supplies prior to removal of the mobile vehicle by GE HealthCare.

B. Customer is responsible for: (i) providing timely, unrestricted access to the Trade-In Equipment in a manner that affords GE HealthCare, or third-party purchaser of the Equipment through GE HealthCare, the ability to complete Equipment inspection and testing, and the ability to complete an operating system back-up prior to de-installation within the timeframe required by GE HealthCare or said third-party purchaser, failure of which to provide may result in termination of this Trade-in Addendum and related credits and/or payments; (ii) ensuring that the Trade-In Equipment and the site where it is located are clean and free of bodily fluids; (iii) informing GE HealthCare of site-related safety risks; (iv) properly managing, transporting and disposing of hazardous materials located on site in accordance with applicable legal requirements; (v) rigging, construction, demolition or facility reconditioning expenses, unless expressly stated otherwise in the Quotation; (vi) risk of loss and damage to the Trade-In Equipment until safety risks are remediated and the Trade-In Equipment is removed or returned; and (vii) for Trade-In Equipment that utilizes helium, ensuring sufficient helium for appropriate ramp down of the Trade-In Equipment. Customer is responsible for appropriately identifying and designating Trade-In Equipment for deinstallation and/or pick up by GE HealthCare. GE HealthCare is not liable for any Trade-In Equipment or other equipment that is removed from Customer's facility due to Customer's failure to properly identify and designate Trade-In Equipment for removal.

C. Prior to removal or return to GE HealthCare, Customer must: (i) remove all Protected Health Information as such term is defined in 45 C.F.R. § 160.103 ("PHI") from the Trade-In Equipment; and (ii) indemnify GE HealthCare for any loss resulting from PHI not removed. GE HealthCare has no obligation in connection with PHI not properly removed.

D. GE HealthCare may in its sole discretion reduce the trade-in amount or decline to purchase the Trade-In Equipment and adjust the total purchase price of the Quotation accordingly if: (i) the terms of this Addendum are not met; (ii) Customer fails to provide access to the Trade-In Equipment as required herein; or (ii) the Trade-In Equipment is missing components or is inoperable and/or non-functioning when removed or returned, which includes situations where helium levels at ramp down are insufficient and cause the Trade-In Equipment to quench – Customer is required to confirm for GE HealthCare the operability of the Trade-In Equipment prior to the deinstallation of the Equipment; or (iii) as a result of Customer's actions, deinstallation of the Trade-In Equipment does not occur within one year of the execution of this Trade-In Addendum or related Quotation. All other terms and conditions of the Quotation remain in full force and effect.

E. Trade-In Equipment:

	Mfr	Model & Description	Quantity	System ID*	Amount ($)
1.		PROTEUS XR/A Trade-in	1.00	919690GRAD	0.00

This Addendum is executed when: (i) signed by the parties below; (ii) Customer receives this Addendum and signs the Quotation that references the Trade-In Equipment; or (iii) Customer receives this Addendum and issues a purchase order identifying either the terms of the Quotation (which includes a reference to the Trade-In Equipment) or the Governing Agreement identified on the Quotation as governing the order (PO# _____)†.

Granville Health System **Granville Medical Center**	**GE HealthCare**
Signature: _____	**Signature: _____**
Print Name: _____	**Print Name: _____**
Title: _____	**Title: _____**
Date: _____	**Date: _____**

^ A Quotation number must be provided on this document.

* In the event the Trade-In Equipment does not have a System ID, please record the serial number of each component that comprises the Trade-In Equipment.

† If you are relying upon the purchase order to reflect acceptance of the terms contained herein, please update this document with the applicable PO number upon receipt of the PO. Failure to do so may result in delays surrounding deinstallation of the System(s).

& The Trade-In Amount is based on expected trade-in within one (1) year of execution of this Trade-In Addendum. If the Trade-In does not occur within such year, GE Healthcare may adjust the Trade-In Amount or decline to purchase the Trade-In Equipment as set forth in Section (D) herein.

GPO Agreement Reference Information

Customer:	Granville Health System Granville Medical Center
Contract Number:	Premier
Billing Terms:	80% on Delivery / 20% on Acceptance
Payment Terms:	NET 45 DAYS
Shipping Terms	FOB Destination

Offer subject to the Terms and Conditions of the applicable Group Purchasing Agreements currently in effect between GE HealthCare and Premier

If applicable, for more information on this devices' operating system, please visit GE HealthCare's product security portal at: https://securityupdate.gehealthcare.com/en/products

Please consult the following to access the applicable Agreements and Contract Summaries for the following Group Purchasing Organizations:

This product offering is made per the terms and conditions of Premier /GE Healthcare GPO Agreements as follows:

Imaging: Bone Densitometry:PP-IM-263, Cardiovascular Imaging:PP-IM-264, CT:PP-IM-265, General Radiography:PP-IM-266, Mammography:PP-IM-267, Molecular Imaging (Nuc/Pet):PP-IM-269, MRI:PP-IM-270, (Invasive Cardiology):PP-CA-477.

Ultrasound: PP-IM-271

Premier: Access the login page at https://**premierconnect**.**premier**inc.com. If a copy of the contract is not available, please consult your GPO Client Manager

1. Definitions. As identified in this Agreement, "Equipment" is hardware and embedded software that is licensed with the purchase of the hardware delivered to Customer in GE HealthCare's packaging and with its labeling; "Software" is software developed by GE HealthCare and/or delivered to Customer in GE HealthCare's packaging and with its labeling, and Documentation associated with the software; "Third Party Software" and "Third Party Equipment" are respectively software developed by a third party, and hardware and embedded software that is licensed with the purchase of the hardware, that is delivered to Customer in the third party's packaging and with its labeling (collectively, "Third Party Product"); "Product" is Equipment, Software and Third Party Product; "Services" are Product support or professional services; "Subscription" is a limited-term, non-transferable license to access and use a Product (except Healthcare Digital Products), including any associated support Services; "Healthcare Digital Products" are: (i) Software identified in the Quotation as "Centricity"; (ii) Third Party Software licensed for use in connection with Centricity Software; (iii) hardware used to operate Centricity or Third Party Software; (iv) Services provided for implementation, installation or support and maintenance of Centricity or Third Party Software licensed for use in connection with Centricity Software; and/or (v) any Product or Service that is identified in a Healthcare Digital Quotation. "Specifications" are GE HealthCare's written specifications and manuals as of the date the Equipment shipped; and "Documentation" is the online help functions, user instructions and manuals regarding the installation and operation of the Product as made available by GE HealthCare to Customer.

2. Term and Termination. Software licenses, Services and/or Subscriptions will have individual term lengths identified in the Quotation. If there is a material breach of this Agreement and/or the Quotation that is not cured by the breaching party within 60 days from receipt of written notice, the non-breaching party can terminate the respective Agreement or Quotation. Other than as set forth in this Agreement, neither party can unilaterally terminate this Agreement or a Quotation. Any remaining undisputed, unpaid fees become immediately due and payable on expiration or termination. Expiration or termination of this Agreement will have no effect on Quotations executed prior to the date of expiration or termination.

3. Software License. Other than as identified in a Quotation, GE HealthCare grants Customer a non-exclusive, non-transferable, non-sublicensable, perpetual license to use the Software for Customer's internal business purposes only in the United States consistent with the terms of this Agreement. Customer's independent contractors (except GE HealthCare competitors) may use the Software, but Customer is responsible for their compliance with this license, and additional license fees may apply. Customer cannot modify, reverse engineer, copy or create derivative works of the Software, except for making 1 backup copy, and cannot remove or modify labels or notices of proprietary rights of the Software or Documentation. If GE HealthCare provides Third Party Software, Customer will comply with third party license terms, and licensors are third-party beneficiaries of this Agreement.

4. Commercial Logistics

4.1 Order Cancellation and Modifications.

4.1.1 Cancellation. If Customer cancels an order prior to shipment without GE HealthCare's written consent, Customer will be responsible for all third-party expenses incurred by GE HealthCare prior to Customer's order cancellation and GE HealthCare may charge: (i) a fee of up to 10% of the Product price; and (ii) a fee for site evaluations performed prior to cancellation. GE HealthCare will retain, as a credit, payments received up to the amount of the cancellation charge. Customer must pay applicable progress payments (other than final payment) prior to final calibration, and GE HealthCare may delay calibration until those payments are received. If Customer does not schedule a delivery date within 6 months after order entry, GE HealthCare may cancel on written notice. This Section does not apply to Software or Subscriptions, Third Party Products and/or related professional or installation services; those orders are non-cancellable.

4.1.2 Used Equipment. Equipment identified as pre-owned, refurbished, remanufactured or demonstration Equipment is not new and may have received reconditioning to meet Specifications ("Used Equipment"). Sale of Used Equipment is subject to availability. If it is no longer available, GE HealthCare will attempt to identify other Used Equipment in its inventory that meets Customer's needs, and if substitute Used Equipment is not acceptable, GE HealthCare will cancel the order and refund any deposit Customer paid for the Used Equipment.

4.2 Site Preparation. Customer is responsible for network and site preparation, including costs, in compliance with GE HealthCare's written requirements and applicable laws. GE HealthCare may refuse to deliver or install if the site has not been properly prepared or there are other impediments.

4.3 Transportation, Title and Risk of Loss. Unless otherwise identified in the Quotation, shipping terms are FOB Destination. Title and risk of loss to Equipment and Third-Party Equipment passes to Customer on delivery to Customer's designated delivery location.

4.4 Delivery, Returns and Installation. Delivery dates are approximate. Products may be delivered in installments. GE HealthCare may invoice multiple installment deliveries on a consolidated basis, but this does not release Customer's obligation to pay for each installment delivery. Delivery occurs: (i) for Product, on electronic or physical delivery to Customer; and (ii) for Services, on performance.

Products cannot be returned for refund or credit if they match the Quotation.

Delivery and installations will be performed from 8am to 5pm local time, Monday-Friday, excluding GE HealthCare holidays, and outside those hours for an additional fee. Customer will: (i) install cable and assemble products not provided by GE HealthCare; (ii) enable connectivity and interoperability with products not provided by GE HealthCare; (iii) pay for construction and rigging costs; and (iv) obtain all licenses, permits and approvals for installation, use and disposal of Products. For upgrades and revisions to non-Healthcare Digital Products, Customer must return replaced components to GE HealthCare at no charge.

4.5 Information Technology Professional Services ("ITPS"). ITPS must be completed within 12 months of the later of the ITPS order date or Product delivery. If not done within this time period, other than because of GE HealthCare's failure to perform, ITPS performance obligations expire without refund. ITPS includes project management, HL7/HIS system integration, database conversion, network design and integration and separately cataloged software installations. This Section does not apply to Healthcare Digital Products.

4.6 Acceptance.

4.6.1 Equipment Acceptance. Beginning on completion of installation (not to exceed 30 days from shipment) or delivery (if installation is not required), Customer will have 5 days to determine if the Equipment operates substantially in accordance with Specifications ("Equipment Test Period"). If the Equipment fails to perform accordingly, Customer will provide to GE HealthCare: (i) written notice; (ii) access to the Equipment; and (iii) a reasonable time to bring the Equipment into compliance. After correction by GE HealthCare, Customer will have the remainder of the Equipment Test Period or 3 days, whichever is greater, to continue testing. Equipment is accepted on the earlier of expiration of the Equipment Test Period or the date the Equipment is first used for non-acceptance testing purposes.

4.6.2 Software Acceptance. Beginning on completion of Software implementation, Customer will have 30 days to determine if the Software operates substantially in accordance with the Documentation ("Software Test Period"). If the Software fails to perform accordingly, Customer will provide to GE HealthCare: (i) written notice; (ii) access to the Software; and (iii) a reasonable time to bring the Software into compliance. After correction by GE HealthCare, Customer will have the remainder of the Software Test Period or 5 days, whichever is greater, to continue testing. Software is accepted on the first to occur of: (a) expiration of the Software Test Period; (b) the date Software is first used to process actual data; or (c) the "Go-Live Date" as defined in the Quotation.

4.6.3 Third Party Product Acceptance. Third Party Products are accepted 5 days after delivery.

4.6.4 Subscription Acceptance. Products provided pursuant to a Subscription are accepted 5 days after GE HealthCare provides Customer access to the Products.

4.7 Third Party Products and Services. If GE HealthCare provides Third Party Products and/or Services, then (i) GE HealthCare is acquiring them on Customer's behalf as its agent and not as a supplier; (ii) GE HealthCare provides no warranties or indemnification, express or implied; and (iii) Customer is responsible for all claims resulting from or related to their acquisition or use.

4.8 Mobile Equipment. GE HealthCare will assemble Equipment it has approved for mobile use at the vehicle location identified by Customer. Customer will comply with the vehicle manufacturer's planning requirements and arrange for delivery of the vehicle. Equipment placed in a mobile environment must be used for medical, billing, or other non-entertainment use by bona fide medical professionals authorized to use and prescribe such use. Customer will ensure Equipment that GE HealthCare has approved for mobile use is adequately installed in accordance with GE HealthCare's applicable installation instructions.

4.9 Audit. GE HealthCare may audit Customer's use of Software, Subscription and Healthcare Digital Products to verify Customer's compliance with this Agreement up to 12 months following termination or expiration of the applicable Quotation. Customer will provide reasonable assistance and unrestricted access to the information. Customer must pay underpaid or unpaid fees discovered during the audit, and GE HealthCare's reasonable audit costs, within 30 days of written notification of the amounts owed. If Customer does not pay, or the audit reveals that Customer is not in compliance, GE HealthCare may terminate Customer's Software license, Subscription or use of the Healthcare Digital Product.

4.10 Product Inflation. For GE HealthCare imaging Products only (to exclude ultrasound and life care solutions Products), due to the potential long cycle time from Product order to Product delivery, GE HealthCare may increase Product Total Quote Net Selling Price by an amount equal to the increase in the U.S. Bureau of Labor Statistics Consumer Price Index ("CPI") from the date of Product order to the date of notice prior to Product delivery, by providing at least 4 weeks prior notice from the requested delivery date.

5. Security Interest and Payment.

5.1 Security Interest. Customer grants GE HealthCare a purchase money security interest in all Products in the Quotation until full payment is received, and Customer will perform all acts and execute all documents necessary to perfect GE HealthCare's security interest.

5.2 Failure to Pay. If, after Product delivery, Customer is more than 45 days past due on undisputed payments, GE HealthCare may, on 10 days' prior written notice, disable and/or remove the Products.

5.3 Lease. If Customer leases a Product, Customer continues to be responsible for payment obligations under this Agreement.

6. Trade-In Equipment. Trade-in equipment identified in a Quotation will be subject to separate trade-in terms and conditions.

7. Subscriptions. The following terms apply to all Subscriptions (excluding Healthcare Digital Products).

7.1 Commencement. Unless otherwise indicated in this Agreement or the Quotation, the Subscription commences on the date GE HealthCare provides Customer access to the Products.

7.2 Renewal / Non-Renewal. The Subscription term renews automatically for the same duration as the initial term of the Subscription unless otherwise identified in the Quotation. Except as otherwise identified in this Agreement or a Quotation, GE HealthCare may increase prices annually by no more than the Consumer Price Index for All Urban Consumers (U.S. City Average, December to December) plus 2%, upon 90 days' prior written notice. Subscriptions are not cancellable; however, either party may opt to not renew the Subscription after the initial Subscription term or any subsequent renewal term by providing at least 60 days' prior written notice to the other party prior to renewal.

7.3 Subscription Equipment. Title to Equipment and Third-Party Equipment provided via Subscription ("Subscription Equipment") remains with GE HealthCare. Customer will not place, or permit the placement of, liens, security interests, or other encumbrances on Subscription Equipment. Customer shall not repair or service Subscription Equipment, or allow others to do so, without the prior written consent of GE HealthCare.

7.4 Support Services. Unless otherwise noted in the Quotation, GE HealthCare will provide support Services as described in the Subscription Products and ViewPoint Software Maintenance Terms and Conditions.

7.5 Upgrades. Included in the Subscription fees if Customer does not owe any undisputed payments, GE HealthCare will provide upgrades if and when they become available and to the extent they are provided to all GE HealthCare customers with a Subscription for the Products, at mutually agreed upon delivery and installation dates. Upgrades do not include: (i) any optional or separately licensable features; (ii) any Products not covered by the Subscription; or (iii) any virtual environment required to host an upgraded Product. GE HealthCare shall have no obligation to provide upgrades if Products are not maintained within the current major release version or the immediately prior major release version.

7.6 Access Controls. Customer must: (i) ensure users maintain individually-assigned confidential user credentials and control mechanisms to access the Subscription; and (ii) take reasonable steps to prevent unauthorized access to Products.

7.7 Post-Termination. Upon termination or expiration of the Subscription: (i) Customer must immediately discontinue use of the Products and return Subscription Equipment to GE HealthCare in proper operating condition; (ii) Customer must destroy its copies of Software and Documentation; (iii) Customer must remove its data from Subscription Equipment; (iv) GE HealthCare is not responsible for and may destroy Customer-provided information, images or data; and (v) GE HealthCare will remove Customer's access.

7.8 Professional Services. For Services not covered under this Agreement or required due to Customer not meeting its responsibilities under the Agreement, applicable additional professional Services and fees will be required: (i) identified in the Quotation; and (ii) subject to GE HealthCare's then-current pricing.

8. General Terms.

8.1. Confidentiality. Each party will treat this Agreement and the other party's proprietary information as confidential, meaning it will not use or disclose the information to third parties unless permitted in this Agreement or required by law. Customers are not prohibited from discussing patient safety issues in appropriate venues.

8.2. Governing Law. The law of the state where the Product is installed, Service is provided, or Subscription is accessed will govern this Agreement.

8.3. Force Majeure. Performance time for non-monetary obligations will be reasonably extended for delays beyond a party's control.

8.4. Assignment; Use of Subcontractors. Rights and obligations under this Agreement cannot be assigned without the other party's prior written consent, unless: (i) it is to an entity (except to a GE HealthCare competitor) that (a) is an affiliate or parent of the party or (b) acquires substantially all of the stock or assets of such party's applicable business, Product line, or Service thereof; and (ii) the assignee agrees in writing to be bound by this Agreement, including payment of outstanding fees. GE HealthCare may hire subcontractors to perform work under this Agreement but will remain responsible for its obligations.

8.5. Waiver; Survival. If any provision of this Agreement is not enforced, it is not a waiver of that provision or of a party's right to later enforce it. Terms in this Agreement related to intellectual property, compliance, data rights and terms that by their nature are intended to survive will survive the Agreement's expiration or termination.

8.6. Intellectual Property. GE HealthCare owns all rights to the intellectual property in GE HealthCare's Products, Services, Documentation, Specifications, and statements of work related to a Quotation or otherwise. Customer may provide GE HealthCare with feedback related to Products, Services, and related Documentation, and GE HealthCare may use it in an unrestricted manner.

9. Compliance.

9.1. Generally. Each party will comply with applicable laws and regulations. Customer is only purchasing or licensing Products for its own medical, billing and/or non-entertainment use in the United States, or for the purposes of renting or leasing the Products for medical, billing and/or non-entertainment purposes through a mobile system or modular building where Customer maintains title to the Products. GE HealthCare will not deliver, install, service or train if it discovers Products have been or are intended to be used contrary to this Agreement. This Agreement is subject to GE HealthCare's ongoing credit review and approval. Customer is aware of its legal obligations for cost reporting, including 42 C.F.R. § 1001.952(g) and (h), and will request from GE HealthCare any information beyond the invoice needed to fulfill Customer's cost reporting obligations. GE HealthCare will provide safety-related updates for Equipment and Software required by applicable laws and regulations at no additional charge.

9.2. Security. GE HealthCare is not responsible for: (i) Customer's passwords or password management (ii) securing Customer's network; (iii) preventing unauthorized access to Customer's network or the Product; (iv) backup management; iv) data integrity; (vi) recovery of lost, corrupted or damaged data, images, software or equipment; (vii) third party operating systems, unless specifically provided in the Quotation; or (viii) providing or validating antivirus or related IT safeguards unless sold to Customer by GE HealthCare. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR DAMAGES CAUSED BY UNAUTHORIZED ACCESS TO THE NETWORK OR PRODUCTS REGARDLESS OF A PARTY'S COMPLIANT SECURITY MEASURES.

9.3. Environmental Health and Safety ("EHS"). GE HealthCare personnel may stop work without penalty due to safety concerns. Customer must: (i) comply with GE HealthCare's EHS requirements; (ii) provide a safe environment for GE HealthCare personnel; (iii) tell GE HealthCare about chemicals or hazardous materials that might come in contact with Products or GE HealthCare personnel; (iv) perform decommissioning or disposal at Customer facilities; (v) obtain and maintain necessary permits; (vi) thoroughly clean Products before Service; (vii) provide radioactive materials required for testing Products; and (viii) dispose of waste related to Products and installations.

9.4. Parts and Tubes. GE HealthCare: (i) recommends the use of parts it has validated for use with the Product; (ii) is not responsible for the quality of parts supplied by third parties to Customer; and (iii) cannot assure Product functionality or performance when non-validated parts are used. Certain Products are designed to recognize GE HealthCare-supplied tubes and report the presence of a non-GE HealthCare tube; GE HealthCare is not responsible for the use of, or effects from, non-GE HealthCare supplied tubes.

9.5. Training. GE HealthCare's training does not guarantee that: (i) Customer trainees are fully trained on Product use, maintenance or operation; or (ii) training will satisfy any licensure or accreditation. Customer must ensure its trainees are fully qualified in the use and operation of the Product. Unless otherwise identified in the training catalog, Customer will complete training within 12 months of: (a) the date of Product delivery for a Product purchase; (b) the respective start date for Services or Subscription for purchase of Service or Subscription; or (c) the date training is ordered for training-only purchases. If not completed within this time period, other than because of GE HealthCare's fault, training expires without refund. Training will be invoiced and payment due pursuant to the billing terms listed in the equipment Quotation. Recording of GE HealthCare training sessions is prohibited.

9.6. Medical Diagnosis and Treatment. All clinical and medical treatment, diagnostic and/or billing decisions are Customer's responsibility.

9.7. Connectivity. If a Product has remote access capability: (i) Customer will provide GE HealthCare with, and maintain, a GE HealthCare-validated remote access connection to service the Product; or (ii) GE HealthCare reserves the right to charge Customer for onsite support at GE HealthCare's then-current billing rate. This remote access and collection of machine data (e.g., temperature, helium level) will continue after the end of this Agreement unless Customer requests in writing that GE HealthCare disable it.

9.8. Use of Data.

9.8.1. Protected Health Information. If GE HealthCare creates, receives, maintains, transmits or otherwise has access to Protected Health Information (as defined in 45 C.F.R. § 160.103) ("PHI"), GE HealthCare may use and disclose the PHI only as permitted by law and by the Business Associate Agreement. Before returning any Product to GE HealthCare, Customer must ensure that all PHI stored in it is deleted.

9.8.2. Data Rights. GE HealthCare may collect, prepare derivatives from and otherwise use non-PHI data related to Products and/or Services for such things as training, demonstration, research, development, benchmarking, continuous improvement and facilitating the provision of its products, software and services. GE HealthCare will own all intellectual property and other rights that could result from this collection, preparation and use. The non-PHI data will not be used to identify Customer or sold by GE HealthCare without Customer's consent.

9.9. Customer Policies. GE HealthCare will use reasonable efforts to respect Customer-provided policies that apply to GE HealthCare and do not materially contradict GE HealthCare policies. Failure to respect Customer policies is not a material breach unless it is willful and adversely affects GE HealthCare's ability to perform its obligations.

9.10. Insurance. GE HealthCare will maintain coverage in accordance with its standard certificate of insurance.

9.11. Excluded Provider. To its knowledge, neither GE HealthCare nor its employees performing Services under this Agreement have been excluded from participation in a Federal Healthcare Program. If an employee performing Services under this Agreement is excluded, GE HealthCare will replace that employee within a reasonable time; if GE HealthCare is excluded, Customer may terminate this Agreement upon written notice to GE HealthCare.

10. Disputes and Arbitration

10.1. Binding Arbitration. Other than collection matters and actions seeking injunctive relief to prevent or cease a violation of intellectual property rights related to Products or Services, the parties agree to submit all disputes arising under or relating to this Agreement to the American Arbitration Association ("AAA") office closest to the largest metropolitan area of the location where the Product is installed or the Service is provided for binding arbitration conducted in accordance with AAA's then-current Commercial Arbitration Rules. Costs, including arbitrator fees and expenses, will be shared equally, and each party will bear its own attorneys' fees. The arbitrator will have authority to award damages only to the extent available under this Agreement. Nothing in this Section shall allow either party to arbitrate claims of any third-party not a party to this Agreement. The parties further agree to keep confidential: (i) the fact that any arbitration occurred, (ii) the results of any arbitration, (iii) all materials used, or created for use, in the arbitration, and (iv) all other documents produced by another party in the arbitration and not otherwise in the public domain.

11. Liability and Indemnity.

11.1. Limitation of Liability. GE HEALTHCARE'S LIABILITY FOR DIRECT DAMAGES TO CUSTOMER UNDER THIS AGREEMENT WILL NOT EXCEED: (I) FOR PRODUCTS, THE PRICE FOR THE PRODUCT THAT IS THE BASIS FOR THE CLAIM; OR (II) FOR SERVICE OR SUBSCRIPTIONS, THE AMOUNT OF SERVICE OR SUBSCRIPTION FEES FOR THE 12 MONTHS PRECEDING THE ACTION THAT IS THE BASIS FOR THE CLAIM. THIS LIMITATION WILL NOT APPLY TO GE HEALTHCARE'S DUTIES TO INDEMNIFY CUSTOMER UNDER THIS AGREEMENT.

11.2. Exclusion of Damages. NEITHER PARTY WILL HAVE ANY OBLIGATION FOR: (I) CONSEQUENTIAL, PUNITIVE, INCIDENTAL, INDIRECT OR REPUTATIONAL DAMAGES; (II) PROFIT, DATA OR REVENUE LOSS; OR (III) CAPITAL, REPLACEMENT OR INCREASED OPERATING COSTS.

11.3. IP Indemnification. GE HealthCare will indemnify, defend and hold Customer harmless from third-party claims for infringement of United States intellectual property rights arising from Customer's use of the Equipment or Software in accordance with the Specifications, Documentation and license.

11.4. General Indemnification.

11.4.1. GE HealthCare will indemnify, defend and hold Customer harmless for losses which Customer becomes legally obligated to pay arising from third party claims brought against Customer for bodily injury or damage to real or tangible personal property to the extent the damage was caused by GE HealthCare's: (i) design or manufacturing defect; (ii) negligent failure to warn, negligent installation or negligent Services; or (iii) material breach of this Agreement.

11.4.2. Customer will indemnify, defend and hold GE HealthCare harmless for losses which GE HealthCare becomes legally obligated to pay arising from third party claims brought against GE HealthCare for bodily injury or damage to real or tangible personal property to the extent the damage was caused by Customer's: (i) medical diagnosis or treatment decisions; (ii) misuse or negligent use of the Product; (iii) improper storage of the Product; (iv) modification of the Product; or (v) material breach of this Agreement.

11.5. Indemnification Procedure. For all indemnities under this Agreement: (i) the indemnified party must give the other party written notice before claiming indemnification; (ii) the indemnifying party will control the defense; (iii) the indemnified party may retain counsel at its own expense; and (iv) the indemnifying party is not responsible for any settlement without its written consent.

12. Payment and Finance.

12.1. Late Payment. Customer must raise payment disputes before the payment due date. For any undisputed late payment, GE HealthCare may: (i) suspend performance under this Agreement until all past due amounts are paid; (ii) charge interest at a rate no more than the maximum rate permitted by applicable law; and (iii) use unapplied funds due to Customer to offset any of Customer's outstanding balance. If GE HealthCare suspends performance, any downtime will not be included in the calculation of any uptime commitment. If Customer fails to pay when due: (a) GE HealthCare may revoke its credit and designate Customer to be on credit hold; and (b) all subsequent shipments and Services must be paid in full on receipt.

12.2. Taxes. Prices do not include applicable taxes, which are Customer's responsibility.

12.3 Customer Payment Obligation. If installation or acceptance is delayed more than 90 days because of any reason for which Customer or its subcontractor is responsible, GE HealthCare will provide written notice and bill the remaining balance due on the order, and Customer must pay according to the payment terms listed on the Quotation.

13. Notices. Notices will be in writing and considered delivered when received if sent by certified mail, postage prepaid, return receipt requested, by overnight mail, or by fax. Notice to Customer will be directed to the address on this Agreement, and notice to GE HealthCare to General Counsel, 9900 W Innovation Dr., Wauwatosa, WI 53226.

14. Imaging Equipment Uptime Commitment. GE HealthCare will provide an uptime commitment during warranty for CT, MR, nuclear imaging, and x-ray Equipment, excluding peripherals ("Eligible Equipment") if Customer provides GE HealthCare with: (i) access to Eligible Equipment through a secure connection meeting Specifications and industry best practices; (ii) notice of changes that impact Customer's connection; and (iii) prompt and unencumbered access to Eligible Equipment. The "Uptime Commitment" for nuclear imaging and x-ray Eligible Equipment is 95%, except digital mammography, digital radiographic and vascular x-ray systems and all other Eligible Equipment is 97%. Other Products may be eligible for an uptime commitment if identified in the Quotation.

If GE HealthCare fails to meet the Uptime Commitment over a 26-week period, it will extend the warranty as follows:

% Less than Uptime Commitment	Warranty Extension
0.1 - 3.0	1 week
3.1 - 8.0	2 weeks
8.1 - 13.0	4 weeks
> 13.0	6 weeks

Uptime is calculated as follows:

$$\left(\frac{UptimeBase - Downtime}{UptimeBase}\right)$$

"Uptime Base" = ("a" hours per day X "b" days per week X 26 weeks) – (Planned Maintenance ("PM") hours during prior 26 weeks), where "a" hours per day and "b" days per week are determined by the standard warranty for Eligible Equipment. "Downtime" is the number of hours during which Eligible Equipment is subject to a Critical Malfunction. Downtime starts when Customer notifies GE HealthCare that Eligible Equipment is inoperable and unavailable for use due to GE HealthCare's design, manufacturing, material or performance failure ("Critical

Malfunction"). Downtime ends when Eligible Equipment is available for clinical use. To be eligible for the Uptime Commitment, Customer must maintain a performance log that includes data required to calculate Downtime.

15. DoseWatch Device License. Each connection of a Device (defined below) to the DoseWatch Software requires Customer to purchase a unique Device license referencing a Device ID that allows concurrent use of the DoseWatch Software with that Device at a specified Customer facility on Customer's secured network. All other terms, duration and warranties applicable to the Software license apply to the Device license. "Device" is specific Customer equipment approved by GE HealthCare to be connected to DoseWatch Software under this Agreement. Additional Device connections may be added to this Agreement, subject to individual Device licenses, and related installation, implementation, configuration and optimization services at GE HealthCare's then-current rates.

16. Subscription Products and ViewPoint Software Maintenance Terms and Conditions.

16.1 Overview. GE HealthCare will, in accordance with the terms and conditions of this section, maintain, support and update: (i) Products provided via Subscription (excluding Healthcare Digital Products); and (ii) ViewPoint Software licensed by Customer ("ViewPoint Software") and HIS interface software installed in the United States covered by a Software Maintenance Agreement ("SMA").

16.2 Scope.

16.2.1 Software Support and Maintenance. GE HealthCare will use reasonable efforts to provide Error Correction (defined below) for verifiable and reproducible Errors (defined below) within a reasonable time after: (a) Customer reports the Error to GE HealthCare; or (b) detection by GE HealthCare. Updates (defined below), if released, will be provided at no additional cost as a part of this maintenance commitment. New functionality must be purchased separately, unless otherwise agreed.

16.2.2 Equipment Maintenance. Preventative maintenance service may be required periodically during normal business hours of 8:00 a.m. to 5:00 p.m. (local time) on mutually agreed dates. Customer will make the Equipment available for preventative maintenance upon GE HealthCare request. Additional services to be performed, including specific additional terms thereof, shall be specified in the Quotation or alternate schedules.

16.2.3 Definitions. "Error" means any Software-related problem that: (i) materially interferes with Customer's use of the Software; and (ii) results from a failure of the Software to materially conform to the Documentation. "Error Correction" means: (a) modification of the Software that corrects an Error by bringing the Software into material conformity with the Documentation; or (b) a procedure that avoids the material adverse effect of the nonconformity. "Update" means a change that provides Error Corrections and/or enhances functionality of the Software version licensed by Customer. An Update does not involve major changes or provide significant, new functionality or applications, or changes to the software architecture or file structure. Updates retain the same license as the original Software.

16.2.4 Hotline Support. GE HealthCare will provide phone and email support during standard business hours, excluding GE HealthCare holidays, for problem solving, Error resolution and general help.

16.2.5 Remote Access Support. GE HealthCare may access Software remotely via Customer's network and GE HealthCare-supplied secure tunnelling software to monitor Software parameters to help prevent and detect Errors. Customer will reasonably cooperate with GE HealthCare to establish remote connections. Certain modules require remote access in order to obtain support.

16.2.6 Warranty. GE HealthCare warrants that its Services will be performed by trained individuals in a professional, workman-like manner. GE HealthCare will re-perform non-conforming Services as long as Customer provides prompt written notice to GE HealthCare. NO OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WILL APPLY. SERVICE MANUALS AND DOCUMENTATION ARE PROVIDED "AS IS". GE HEALTHCARE DOES NOT GUARANTEE PRODUCTS WILL OPERATE WITHOUT ERROR OR INTERRUPTION.

16.2.7 Exclusions. GE HealthCare has no obligation to Customer for: (i) use of Products in combination with software, hardware, or services not recommended in writing by GE HealthCare; (ii) use in a manner or environment for which GE HealthCare did not design or license the Products, or in violation of GE HealthCare's recommendations or instructions; (iii) interface configuration (often referred to as HIS, PACS or EMR interfaces necessary due to changing vendors or versions); (iv) reorganization of Customer data; (v) consulting or software engineering and programming; (vi) support of Products outside the scope of the foregoing maintenance commitments; (vii) failure to use or install, or permit GE HealthCare to use or install, Error Corrections or Updates; (viii) failure to maintain Products within the current major release version or the immediately prior major release version; (ix) defects in products or services not made and provided by GE HealthCare; (x) any cause external to the Products or beyond GE HealthCare's control; (xi) failure of Customer's network; (xii) replacement of disposable or consumable items; (xiii) additional equipment or upgrades in connection with Products; and (xiv) migration of Software to different hardware or operating systems.

16.2.8 Software Maintenance Agreement Term. The following applies to ViewPoint software and HIS interface software only: The SMA term and start date is identified in the Quotation and its related Schedule A. Either party may terminate the SMA without cause after the first anniversary by providing at least 90 days' prior written notice to the other party. SMA payments are due within 30 days after date of GE HealthCare's invoice.

1. Warranty.

1.1. Equipment. For non-customized Equipment purchased from GE HealthCare or its authorized distributors, unless otherwise identified in the Quotation, GE HealthCare warrants that Equipment will be free from defects in title, and, for 1 year from Equipment Acceptance, it will: (i) be free from defects in material and workmanship under normal use and service; and (ii) perform substantially in accordance with the Specifications. The warranty covers parts and labor and only applies to end-users that purchase Equipment from GE HealthCare or its authorized distributors.

1.2. Software. For Software licensed from GE HealthCare, GE HealthCare warrants that: (i) it has the right to license or sublicense Software to Customer; (ii) it has not inserted Disabling Code into Software; (iii) it will use efforts consistent with industry standards to remove viruses from Software before delivery; and (iv) unless otherwise identified in the Quotation, for 90 days from Software Acceptance, Software will perform substantially in accordance with the Documentation. "Disabling Code" is code designed to interfere with the normal operation of Software, but code that prohibits use outside of the license scope is not Disabling Code.

1.3. Services. GE HealthCare warrants that its Service will be performed by trained individuals in a professional, workman-like manner.

1.4. Used Equipment. Certain Used Equipment is provided with GE HealthCare's standard warranty for the duration identified in the Quotation, but in no event more than 1 year. If no warranty is identified, the Used Equipment is provided "AS IS" and is not warranted by GE HealthCare.

1.5. Accessories and Supplies. Warranties for accessories and supplies are at www.gehealthcare.com/accessories.

1.6. Third Party Product. Third Party Product is covered by the third party's warranty and not GE HealthCare's warranties.

1.7. Subscription Products. Unless otherwise specified, Products provided via Subscription do not include a warranty.

1.8. SaaS Offerings. Unless otherwise specified, SaaS Offerings do not include a warranty.

2. Remedies. If Customer promptly notifies GE HealthCare of its claim during the warranty and makes the Product available, GE HealthCare will: (i) at its option, repair, adjust or replace the non-conforming Equipment or components; (ii) at its option, correct the non-conformity or replace the Software; and/or (iii) re-perform non-conforming Service. Warranty service will be performed from 8am to 5pm local time, Monday-Friday, excluding GE HealthCare holidays, and outside those hours at GE HealthCare's then-current service rates and subject to personnel availability. GE HealthCare may require warranty repairs to be performed via a secure, remote connection or at an authorized service center. If GE HealthCare replaces Equipment or a component, the original becomes GE HealthCare property and Customer will return the original to GE HealthCare within 5 days after the replacement is provided to Customer. Customer cannot stockpile replacement parts. Prior to returning Equipment to GE HealthCare, Customer will: (a) obtain a return to manufacturer authorization; and (b) back up and remove all information stored on the Equipment (stored data may be removed during repair). Customer is responsible for damage during shipment to GE HealthCare. The warranty for a Product or component provided to correct a warranty failure is the unexpired term of the warranty for the repaired or replaced Product.

GE HealthCare may provide a loaner unit during extended periods of Product service or for GE HealthCare Product training purposes. If a loaner unit is provided: (i) it is for Customer's temporary use at the location identified in the Quotation; (ii) it will be returned to GE HealthCare within 5 days after the Product is returned to Customer, and if it is not, GE HealthCare may repossess it or invoice Customer for its full list price; (iii) it, and all programs and information pertaining to it, remain GE HealthCare property; (iv) risk of loss is with Customer during its possession; (v) Customer will maintain and return it in proper condition, normal wear and tear excepted, in accordance with GE HealthCare's instructions; (vi) it will not be repaired except by GE HealthCare; (vii) GE HealthCare will be given reasonable access to it; (viii) Customer is not paying for its use, and Customer will ensure charges or claims submitted to a government healthcare program or patient are submitted accordingly; and (ix) prior to returning it to GE HealthCare, Customer will delete all information, including PHI, from it and its accessories, in compliance with industry standards and instructions provided by GE HealthCare.

NO OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WILL APPLY. SERVICE MANUALS AND DOCUMENTATION ARE PROVIDED "AS IS". GE HEALTHCARE DOES NOT GUARANTEE PRODUCTS WILL OPERATE WITHOUT ERROR OR INTERRUPTION.

3. Limitations. GE HealthCare has no obligation to Customer for warranty claims if Customer uses the Product: (a) for non-medical or entertainment use or outside the United States; (b) in combination with software, hardware, or services not recommended in writing by GE HealthCare; and(c) in a manner or environment for which GE HealthCare did not design or license it, or in violation of GE HealthCare's recommendations or instructions. GE HealthCare has no obligation to Customer for warranty claims for damages or deficiencies outside GE HealthCare's reasonable control.

In addition, these warranties do not cover: (i) defects or deficiencies from improper storage or handling, maintenance or use that does not conform to Specifications and/or Documentation, inadequate backup or virus protection, cyber-attacks, failure to maintain power quality, grounding, temperature, and humidity within Specifications and/or Documentation, or other misuse or abuse; (ii) repairs due to power anomalies or any cause external to the Products or beyond GE HealthCare's control; (iii) payment or reimbursement of facility costs arising from repair or replacement of the Products or parts; (iv) planned maintenance (unless applicable to Equipment), adjustment, alignment, or

calibration; (v) network and antenna installations not performed by GE HealthCare or its subcontractors; (vi) lost or stolen Products; (vii) Products with serial numbers altered, defaced or removed; (viii) modification of Product not approved in writing by GE HealthCare (ix) Products immersed in liquid; (x) for Mobile Equipment, defects or deficiencies from mobile use outside of normal transportation wear and tear (excluding OEC regarding transportation wear and tear) and (xi) replacement of disposable or consumable items.

4. Exceptions to Standard Warranty.

Partial System Equipment Upgrades for CT, MR, X-Ray, IGS, PET (Scanners, Cyclotrons and Chemistry Labs) and Nuclear systems: 6 months (only applies to the upgraded components unless the parties otherwise agree to modify the coverage of the upgraded and existing components in an existing service agreement. Optima XR240amx partial upgrades are warranted for 1 year on the wireless detector. This exception does not apply to the Artist Evo 1.5T and Premier Evo 3T upgrades which will have a full system one year warranty.

Cyclotron and Radiopharmacy: Warranty starts on the earlier of (i) 3 months after the date GE HealthCare completes mechanical installation, or (ii) the date Product testing is successfully completed

MR Systems: Warranty does not cover: (i) a defect or deficiency from failure of water chillers supplied or serviced by Customer, and (ii) for MR systems with LHe/LN or shield cooler configured superconducting magnets (except for MR Systems with LCC magnets), any cryogen supply, cryogenic service or service to the magnet, cryostat, coldhead, shield cooler compressor or shim coils unless the need for supply or service is caused by a defect in material or workmanship covered by this warranty.

Proteus XR/a, Definium and Precision 500D X-Ray Systems: Warranty does not cover collimator bulbs

Performix 160A (MX160) Tubes: 3 years

X-Ray High Voltage Rectifiers and TV Camera Pick-Up Tubes: 6 months

X-Ray Wireless Digital Detectors: In addition to the standard warranty, GE HealthCare will provide coverage for detector damage due to accidental dropping or mishandling. If accidental damage occurs, GE HealthCare will provide Customer with 1 replacement detector during warranty at no additional charge. If subsequent accidental damage occurs during warranty, each additional replacement will be provided for $30,000 per replacement. This additional coverage excludes damage caused by any use that does not conform to original equipment manufacturer ("OEM") guidelines, use that causes fluid invasion, holes, deep scratches or the detector case to crack, and damage caused by abuse, theft, loss, fire, power failures or surges. If the warranty is voided by these conditions, repair or replacement is Customer's responsibility.

Bone Mineral Densitometry: Alpha Source, Inc. will perform installation, application support and warranty services. Direct warranty claims to Alpha Source, Inc. at 1-800-654-9845. Upgraded computer, printer and monitor components include a 1 month warranty. Customer will not be credited the value of this warranty against pre-existing warranties or service agreements.

OEC New or Exchange Service Parts: 120 days

OEC Tubes and Image Intensifiers: 1 year

HealthNet Lan, Advantage Review — Remote Products: 3 months

LOGIQ e, Venue 50, Venue Go, Versana Active and related transducers purchased with them: 5 years

LOGIQ V1, LOGIQ V2, Vivid iq, Vscan and Vscan Extend and related transducers purchased with them: 3 years

Except the following have a 1 year warranty:

Transducers: TEE Probes,

Carts: Venue 50 Docking Cart, Venue Go Cart, Venue Go mounting cradle, LOGIQ e Isolation Cart, LOGIQ e Docking Cart, LOGIQ V1/V2 Cart and Vivid IQ cart

Other Accessories: Batteries (internal & external), and printers and peripherals, TEE cleaning & storage system, ICECord Connector and printers

Warranty covers defective parts and components and includes: (i) repair at GE HealthCare facilities, (ii) a loaner unit or probe replacement shipped for next business day delivery for requests received by 3pm Central Time, (iii) phone support from 7am to 7pm Central Time, Monday-Friday, excluding GE HealthCare holidays. For an additional charge, GE HealthCare may provide field support/service, planned maintenance, and/or coverage for damage due to accidental dropping or mishandling.

LOGIQ P9 R2.5 and newer and, Versana Premier, Versana Balance, Venue and related transducers purchased with them: 5 years

Voluson P8 BT18 and newer, Voluson SWIFT, Voluson S8 Touch and Voluson S10 Expert, LOGIQ F8 2016 and newer, LOGIQ V5, Vivid T8 and Vivid T9 and related transducers purchased with them: 3 years

Except the following have a 1 year warranty:

Other Accessories: Batteries (internal & external) and printers and peripherals, TEE cleaning & storage system

Transducers: TEE Probes

Warranty Includes: (i) repair at Product location by a qualified service technician Monday-Friday 8am to 5pm local time, excluding GE HealthCare holidays, and (ii) phone support from 7am to 7pm Central Time, Monday-Friday, excluding GE HealthCare holidays. For an additional charge, GE HealthCare may provide planned maintenance and/or coverage for damage due to accidental dropping or mishandling.

Ultrasound Partial System Equipment Upgrades: 3 months (only applies to the upgraded components). Customer will not be credited the value of the warranty against pre-existing warranties or service agreements.

Veterinary Use: Notwithstanding anything herein, any Product validated and sold by GE HealthCare for specific use in the veterinary market shall have a one (1) year warranty.

Batteries: 3 months, except for x-ray nickel cadmium or lead acid batteries and ultrasound batteries, which are warranted for 1 year

CARESCAPE Monitors B450, B650 and B850 3 years parts, 1 year labor (excluding displays, which are standard 1 year parts and labor)

CARESCAPE ONE : 3 year parts, 1 year labor (excluding displays, which are standard 1 year parts and labor)

Micromodules: 3 year parts, 1 year labor (i) repair services performed at GE HealthCare Repair Operations Center

B40 Monitors: 2 years parts, 1 year labor (excluding displays, which are standard)

B105 B125, and B155 Patient Monitors: 3 years with: (i) repair services performed at GE HealthCare Repair Operations Center, (ii) phone support from 7am to 5pm Central Time, Monday-Friday, excluding GE HealthCare holidays; and (iii) a loaner Product (subject to availability; shipping charges included).

Novii Wireless Patch System- Interface and Pods: 1 year starting 40 days after shipment with: (i) exchange services performed at GE HealthCare Repair Operations Center; and (ii) phone support from 7am to 5pm Central Time, Monday-Friday, excluding GE HealthCare holidays. Customer may elect to purchase coverage for Pod damage due to accidental dropping or mishandling. This coverage excludes patches and cables, which are considered Product accessories, and are warranted pursuant to Section 1.5 above.

MAC 5, MAC 7, MAC 2000 and MAC 3500: 3 years (i) repair services performed at GE HealthCare Repair Operations Center, (ii) phone support from 7am to 5pm Central Time, Monday-Friday, excluding GE HealthCare holidays

CARESCAPE V100 and VC150 Vital Signs Monitors: 2 years

SEER 1000: 2 years (i) repair services performed at GE HealthCare Repair Operations Center, (ii) phone support from 7am to 5pm Central Time, Monday-Friday, excluding GE HealthCare holidays

Exergen: 4 years

Microenvironment and Phototherapy consumable components: 1 month

Corometrics® Fetal Monitoring: Warranty includes: (i) warranty starting on the earlier of (a) if GE HealthCare or Customer installs, 5 days after installation or (b) 40 days after shipment; and (ii) 2 years parts, 1 year labor

Corometrics® Nautilus Transducers: 2 years

Lullaby Phototherapy System: 3 years on lamp assembly

Blood pressure cuffs and related adaptors and air hoses: 1 month

Anesthesia Monitor Mounting Solutions: If purchased directly from GE HealthCare, it will be warranted as a GE HealthCare Product

Tec 850 Vaporizers: 3 years

Tec 6 Plus Vaporizers: 2 years

CARESCAPE Gateway: 1 year

CARESCAPE Bridge: 1 year

Vscan Air and Vscan Air Vet Warranty: 3 years with the exception of the battery and peripherals which are covered for 1 year. Warranty covers defective parts and components and includes: (i) a replacement unit, and (ii) phone support from 7am to 7pm Central Time, Monday-Friday, excluding GE HealthCare holidays. For an additional charge, GE HealthCare may provide additional battery and/or coverage for damage due to accidental dropping or mishandling

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

SIEMENS REPRESENTATIVE
Nick Szymarek
nikolas.szymarek@siemens-healthineers.com

Customer Number: 0000006501

Date: 11/15/2024

GRANVILLE MEDICAL CENTER
1010 COLLEGE ST
OXFORD, NC 27565

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

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Contract Total: $ 521,790
(total does not include any Optional or Alternate components which may be selected)

Proposal valid until 12/31/2024

Notes for Quote Nr CPQ-778532 :

Estimated Delivery Date: 2/2025

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

Notwithstanding anything else in this Agreement, or in any applicable group purchasing agreement terms, if Purchaser does not accept delivery within twenty-four (24) months of the date this quotation is executed, then Seller may, at its option, adjust the prices in the quotation by written notice. In such event, Purchaser will then have the option to cancel the order without payment of a cancellation charge provided Purchaser notifies Seller within ten (10) days of the date of Seller's notice of the price adjustment.

The parties hereby expressly agree that the Premier Healthcare Alliance, L.P. Group Purchasing Agreement—Imaging Products and Services effective October 1, 2015 (Contract Number(s) PP-IM273) and Siemens Terms and Conditions of Sale and Software License Schedule attached hereto shall govern the purchase of Products pursuant to this Quotation.

This offer is only valid if a firm, non-contingent order is placed with Siemens and a signed POS contract must accompany the equipment order.

This proposal includes the trade-in of equipment referenced in Trade Sheet Project #2023-0994.

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

SIEMENS REPRESENTATIVE
Nick Szymarek
nikolas.szymarek@siemens-healthineers.com

Notwithstanding anything to the contrary stated in the Terms and Conditions, this system is provided with a standard 12 month warranty and an additional 6 months of warranty, for a total of 18 months of warranty.

The Proposal includes Quotations CPQ-855429 ($8,162) and CPQ-778532 ($513,628). The Parties acknowledge that each Product in the Quotation shall ship and invoice independently at the amounts detailed above. Customer should issue multiple Purchase Orders or one Purchase Order with separate line items.

Notes for Quote Nr CPQ-855429 :

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

Quote is to upgrade the kva on unit EQ324UXX05 Eaton UPS from 80kva to 100kva

Eaton quote 423038 for 400-775406

The Proposal includes Quotations CPQ-855429 ($8,162) and CPQ-778532 ($513,628). The Parties acknowledge that each Product in the Quotation shall ship and invoice independently at the amounts detailed above. Customer should issue multiple Purchase Orders or one Purchase Order with separate line items.
Accepted and Agreed to by:

Siemens Medical Solutions USA, Inc.		**GRANVILLE MEDICAL CENTER**	
By (sign):	_____	By (sign):	_____
Name:	Nick Szymarek	Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

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

By (sign): _____

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

SIEMENS REPRESENTATIVE
Nick Szymarek
nikolas.szymarek@siemens-healthineers.com

Quote Nr:	**CPQ-778532 Rev. 0**
Terms of Payment:	**00% Down, 80% Delivery, 20% Installation** **Free On Board:Destination**
Purchasing Agreement:	PREMIER PURCHASING PARTNERS LP PREMIER PURCHASING PARTNERS LP terms and conditions apply to Quote Nr CPQ-778532 Customer certifies, and Siemens relies upon such certification, that : (a) PREMIER PP-IM-273 CT 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.

SOMATOM go.Top Excel

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

Qty	Part No.	Item Description	Extended Price
1	14472473	**SOMATOM go.Top Excel** As a member of the SOMATOM go. platform, SOMATOM go.Top Excel supports all users to provide the best scan for every type of patient – no matter the clinical demands and challenges. SOMATOM go.Top Excel features a 64-row Stellar detector with 64-slice acquisition technology. Built for personalization of processes and care, it allows every operator to optimally adapt to individual patient and indication while interacting with patients in more personalized way than ever before. Scanner features unique tablet-based mobile workflow, user guidance with our GO technologies, and exclusive innovations such as Tin Filter low-dose technology. myExam Companion starts the era of Intelligent imaging, leverages the full potential of all technologies by performing all advanced CT examinations as if they were routine. Produce excellent results for full clinical spectrum including Cardiac imaging, and offer what others cannot – for a successful CT business Stellar Detector - fully integrated electronic components for lower image noise in every scan, while advanced iterative reconstruction from SAFIRE delivers superb image quality at very low doses. The Stellar Detector improves image quality with a new geometry and 840 channels in the scan plane Athlon Tube powered by a robust 75 kW generator permits personalized dose optimization due to tube's ability to offer high mA at low kV setting, such as 70, 80, & 90 Tin Filter cuts out lower energies to reduce dose and optimize image quality at the interface between soft tissue and air. This has direct benefits for imaging areas such as the lungs, colon, and sinuses. Clinical experience also shows that Tin Filter technology reduces beam-hardening artifacts and improves image quality in bony structures, making it extremely useful in orthopedic examinations Halo (incl. camera, visual countdown, mood lighting) Ultra-FAST IRS Excellent performance for higher recon rates and more robust performance (75fps for FBP and 55fps for IR)	$ 381,479
1	14460600	**Identifier SRS**	$ 0

Smart Remote Service (SRS) is a secured data link that connects your medical system to Siemens service experts. Via SRS, the performance and condition of your equipment can be monitored in real time. SRS makes a broad range of proactive and interactive services available. A VPN connection is to be provided by Customer.
The Customer agrees to allow connection to Siemens' remote service diagnostic equipment to the secured telecommunications link at his own expenses. The Customer bears the cost of any technical requirements for any such connection over and beyond the actual product (e.g. establish a broadband connection).

1	14460668	**ELEVATE R 40-64 slice >go.Top** Elevate from 40-64 slice configuration system to the SOMATOM go.Top.	$ 0
1	14472863	**SW Base Extension VA40** Check&GO Metal Detection Check&GO Metal Detection helps to prevent mistakes and rescans by alerting the user when metallic objects such as belts, chains, keys, earrings or other are not removed and present on the scan area after the topogram is done. It informs the user both on the tablet and the console for their presence before the spiral or the sequential scan. Flex Dose Profile For long scan ranges, Flex Dose Profile works in combination with CARE Dose4D and FAST Planning to allow a more optimal modulation of the dose. In longer scans, some organs require more dose than the rest of the scan, i.e. there are different target dose levels needed for different anatomical regions, e.g. in regular thoracoabdominal examinations or in chest pain or TAVI procedures. FAST Planning automatically detects individual patient landmarks and anatomies, while Flex Dose Profile adjusts the tube currents for more personalized and accurate dose handling. Flex Dose Profile is displayed on the AWP and the Scan&GO tablet with the same visual logic as any other procedure, so users of any level of experience can utilize it right away. Tilted spiral Tilted spiral scan mode for additional clinical flexibility.	$ 0
1	14468563	**myExam Compass** myExam Companion enhances consistency of CT procedures, independent of operator skills. It helps reduce the number of protocols and complexity of advanced examinations, by suggesting which settings are more appropriate for every patient. Based on the procedure and patient characteristics it guides users to find the optimal combination of acquisition and reconstruction parameters, standardized results, and always the right dose.Being a part of myExam Companion, myExam Compass is based on the condensed knowledge of thousands of scans and protocols from our installed base whichhave been recognized and aggregated into clinical decision trees provided ex-factory.	$ 0
1	14472474	**Excel SW Base Package** Scan&GO mobile workflow, including tablet, remote control, camera, and a new workplace design Check&GO flags problems with scan coverage or contrast distribution as they occur Recon&GO reduces post-processing to just one click, with Inline Anatomical Ranges, Inline Table and Bone Removal, Inline Vessel Ranges and Multi Recon-performing multiple reconstructions in one step SAFIRE Iterative Reconstruction achieve higher efficiency with dose reduction while maintaining image quality. SAFIRE enhances spatial resolution, reduces image noise and increases sharpness FAST CARE incl CARE Dose4D, CARE kV, 10 kV Steps, CARE Child Personalized dose control tools allows you to increase consistency of low dose CT scanning techniques. CARE kV automatically tailors tube voltage to each patient and clinical indication. 10 kV Steps help tailor voltage to your patient. SOMATOM go.Top Excel can offer the highest tube current in its class (standard 625mA, optional 825mA) – while CARE Dose4D™ optimizes dose distribution and offers special modulation curves HD FoV Enables a field of view up to 70 cm optimal for visualization of obese	$ 0

		patients and those positioned outside the CT isocenter WorkStream4D offers direct generation of sagittal, coronal, oblique or double-oblique reconstructed images directly from CT raw data as part of the CT protocol Adaptive Signal Boost amplifies low signals when high attenuation is present FAST ROI automatically identifies regions of interest and calculates HU values in bolus-tracking examinations CT View&GO provides a large variety of clinical applications and tools for smooth reading SureView helps produce pitch-independent, first-rate images even at higher scan speeds. SureView ensures scanner selects right pitch value for defined coverage and scan time, while retaining slice thickness and image integrity Vessel Extension automated tools for evaluation and quantification of any vessel syngo System Security embedded in the scanner software	
1	14481833	**Excel Performance Package** High-speed 0.33 s provides a rotation speed of down to 0.33 sec per rotation, for outstanding image quality and very high scan speeds. Fast gantry rotation times are the prerequisite for highest temporal resolution and are therefore essential for brilliant, motion free cardiovascular imaging. With the temporal resolution of 165ms, this CT is especially suitable for cardiac examinations and fast scanning. iMAR metal artifact reduction algorithm combines three successful approaches (beam hardening correction, normalized sinogram inpainting and frequency split). This makes it possible to reduce metal artifacts caused by metal implants such as coils, metal screws and plates, dental fillings, or implants. Along with the algorithm comes the simple user interface of iMAR enabling easy reconstruction of clinical images with reduced metal artifacts. iMAR can be combined with iterative reconstruction methods. Beyond the typical reconstruction parameters, iMAR can be further personalized to the specific type of metal implant with a simple selection from a dropdown menu which contains the following type of implants: dental fillings, neuro coil, thoracic coil, hip implants, extremity implants, pacemakers, spine implants or shoulder implants.	$ 20,378
1	14460606	**Scan&GO wireless edition** Includes Scan&GO Tablet and Remote Scan Control. Built around a new mobile workflow, the SOMATOM go. platform features a line-up of innovative solutions – tablet, remote control, camera, and a new workplace design – that bring an unparalleled level of flexibility and mobility to daily CT routines. The solutions also enhance patient comfort for potentially higher levels of patient satisfaction. The lightweight, high-resolution tablet gives our customers total freedom over how they work: only a few steps for the entire scan.	$ 0
1	14472322	**UPS** UPS. An uninterrupted power supply, for the syngo Acquisition Workplace in the event of network fluctuations and brief power failures.	$ 0
1	14460613	**Foot Switch for Pat.Table control** Additional flexibility with a foot switch that controls patient table movements only.	$ 636
1	14468564	**myExam Cockpit** The clinical decision trees utilized by myExam Compass are fully transparent. Users can tailor clinical decision trees to the need of their institution with myExam Cockpit, the central user interface for fast and intuitive clinical decision tree configuration.	$ 0
1	14460643	**Table Accessories Set** More table accessories for further flexibility based on the clinical needs. Includes table side rails, storage box and infusion holder.	$ 424
1	14460614	**Table Extension** Comfortable table accessory to extend the maximum scan range.	$ 551
1	14472476	**Excel Cardio Package** This bundle of software and hardware delivers a robust set of cardiac scanning functionality that takes advantage of the fast 0.33s rotation speed of the scanner. It includes:	$ 25,432

		Adaptive Cardio Sequence supports adaptive prospective ECG-triggered sequence scanning to obtain CT images of the heart in defined phased of the cardiac cycle at a minimum rotation time of 0.33s. With prospective ECG-triggered sequence scanning quick scans are triggered by ECG signals. A temporal resolution of up to 165ms can be achieved Cardio Spiral supports adaptive retrospective ECG-gated spiral scanning to obtain CT images of the heart in defined phases of the cardiac cycle Cardio Quick Sequence Prospective ECG triggered quick cardiac scan mode for coronary CaScoring imaging. Bi-Segment Cardio Spiral improves temporal resolution in case of higher heart rates BestPhase software dedicated to automatically detect the optimal phase for motionless coronary visualization Any kV CaScoring enables you to choose any kV setting for your calcium scoring scan. Previously the setting was limited to 120 kV only Recon&GO CaScoring- Inline CaScoring makes the Calcium Score available as zero-click reconstruction syngo.CT CaScoring supports volumetric processing of the data and treats individual calcified lesions as 3D objects. For effective visualization the Calcium Scoring application allows axial images to be displayed together with fast, interactive MIPs. On each image the user can mark calcified regions in up to four coronary arteries. The tabular display showing the score of the four arteries is updated automaticallySupports all the usual quantification algorithms: Agatston scoring, volumetric scoring and calcium mass quantification Physiological Measurement Module allows the user to connect a 3 Channel ECG cable for ECG controlled cardiac acquisition ECG cable includes 3 channel ECG cable All features are supported by an integrated electrocardiography (ECG) signal displayed on the tablet	
1	14460885	**307 kg Patient Table** Patient table with 676 lb / 300 kg weight limit designed to accommodate virtually all patients with a long scan range of 2000 mm.	$ 16,955
1	14468581	**syngo Expert-i** Expert-i enables the physician to interact with the syngo Acquisition Workplace from virtually anywhere in your hospital.	$ 0
1	PSPD250480Y3K	**Surge Protective Device (SPD)**	$ 3,182
1	4SPAS014	**Low Contrast CT Phantom & Holder**	$ 2,704
1	CT_LUNGIMAGINGGO	**Lung Imaging** Lung Imaging Go: For well over a decade, CT has been recognized and used as the standard of care for lung nodule visualization and sizing. This is due to CT's spatial resolution, geometric accuracy, and ability to create various reconstructions and 3D views. The high contrast environment in the chest between the lungs and the nodules makes for a relatively easy visualization task for clinicians using CT images. Recent advances in CT technology have allowed these scans to be effectively performed at lower doses, higher resolutions, and faster scan times. The SOMATOM go.Platform leverages Tin Filter Technology to further enhance the delivery of low dose lung cancer screening for high risk populations*. The SOMATOM go scanners are delivered with specific scan protocols to provide low dose lung cancer screening exams that use Siemens-exclusive Tin Filter Technology to reduce unnecessary radiation. These default protocols also utilize Siemens proprietary dose reducing features such as CARE Dose4D™, automatic exposure control technology, that further modulates and adapts dose for every patient, for high image quality at low dose. The SOMATOM go scanners come with default low dose lung imaging protocols below 1 mSv. *As defined by professional medical societies.	$ 0
1	ACCESS_PROTECT	**Access Protection** Scan Protocols are password protected allowing only authorized staff members to access and permanently change protocols	$ 0
1	CARE_DOSE4D	**CARE Dose4D**	$ 0

		CARE Dose4D delivers the highest possible image quality at the lowest possible dose for patients - maximum detail, minimum dose. Adaptive dose modulation for up to 60% dose reduction	
1	CARE_DOSE_CONFIG	**CARE Dose Configurator** CARE Dose Configurator: Enhancement of Siemens‘ renowned real-time dose modulation CARE Dose4D, introducing new reference curves for each body region and for each body habitus allowing to adjust the configuration even more precisely to the patient‘s anatomy.	$ 0
1	CARE_BOLUS	**CARE Bolus** Operating mode for CM-enhancement-triggered data acquisition.	$ 0
1	DICOM_SR	**DICOM SR Dose Reports** DICOM structured file allows for the extraction of dose values (CDTIvol, DLP)	$ 0
1	DOSE_ALERT	**Dose Alert** Dose Alert: Dose Alert automatically adds CTDIvol and DLP values depending on z-position (scan axis). The Dose Alert window appears, if either of these cumulative values exceeds a user-defined threshold.	$ 0
1	DOSE_NOTIFICATION	**Dose Notification** Dose Notification: Dose Notification provides the ability to set dose reference values (CTDIvol, DLP) for each scan range. If these reference values are exceeded the Dose Notification window informs the user.	$ 0
1	NEMA_XR-29	**NEMA_XR-29 Standard** This system is in compliance with NEMA XR-29 Standard Attributes on CT Equipment Related to Dose Optimization and Management, also known as Smart Dose.	$ 0
1	SURE_VIEW	**SureView** Provides exceptional image quality at any pitch setting, enabling you to scan faster because you can scan at any pitch without degrading image quality	$ 0
1	UFC_DETECTOR	**UFC Detector** Ultra Fast Ceramics (UFC) technology is a unique type of scintillation technology material that quickly and efficiently transforms radiation from the X-ray tube into light signals. Its superb overall quantum efficiency and unique short afterglow enable time-critical X-ray detection at low doses and extremely fast data collection.	$ 0
1	CT_GO_STELLAR	**Stellar Low Noise Technology Detector** The Stellar detector’s high-end technology includes fully integrated components. As a result, Stellar detector technology keeps electronic noise low, increases dose efficiency and improves spatial resolution. The smart configuration of the detector elements simplifies access, eases maintenance, and increases scanner uptime. For SOMATOM go scanners, the Stellar detector features a 3D anti-scatter collimator for even more efficient optimization of X-ray energy.	$ 0
1	SYNGO_VRT	**syngo VRT** Advanced 3D functionality as an extension to the basic 3D viewer, containing volume rendering technique (VRT) and advanced editing functions.	$ 0
1	SYNGO_BONE_REMOVAL	**syngo Bone Removal** Simple, automated bone removal functionality for the syngo 3D application. Preconfigured algorithms for angiography and hip/pelvis fracture scenarios are included to facilitate fast removal of bone structure for three dimensional presentation and analysis of CT data.	$ 0
1	WORKSTREAM 4D	**Workstream4D** WorkStream 4D further enhances the already superb workflow of SOMATOM CT scanners by offering direct generation of sagittal, coronal, oblique or double-oblique reconstructed images directly from CT raw data as part of the CT protocol.	$ 0
1	CT_FLEX_DOSE_PROFI	**Flex Dose Profile** In combination with CARE Dose 4D and FAST Planning, Flex Dose Profile allows a more optimal modulation of the dose in long scans ranges where different quality references might be needed. It is displayed at the AWP and at the Scan&GO tablet.	$ 0
1	HD_FOV_70CM	**HD FOV**	$ 0

		Designed to enable visualization of the human body parts and skin line located outside of the 50cm standard field of view up to the bore size.	
1	CT_TIN_FILTER	**SOMATOM go. Tin Filter** Tin Filters block unnecessary low energy photons for non-contrast exams optimizing the X-ray spectrum increasing dose efficiency especially for applications with high air (or bone)-to-soft tissue contrast.	$ 0
1	CTSDEF01	**CT Slicker** Thermoseal seams and flaps deflect fluids, reducing contaminant penetration into the cushion and table. Contaminants are retained on the tabletop or shunted to the floor. Cleanup is faster, more thorough, and contaminant build-up is reduced. Built using heavy, clear, micro matte vinyl, and top grade hook and loop fastening strips (Velcro) to better fit the specified table. Custom vinyl resists tears and minimizes radiologic interference. Latex free. Set includes CT Skirts. Shipped with main cover, a catheter bag holder, and 3 restraining belts unless otherwise noted. Includes warranty from RADSCAN Medical.	$ 364
1	BFLEXOCS_M	**Stellant Flex injector-ceiling(med)** Stellant Flex ceiling mounted injector with workstation, NO Informatics, but is Informatics ready. Includes Stellant Flex ceiling mounted injector w/medium post (850 mm) and ceiling plate; workstation; installation and warranty through Bayer. This post length is recommended for rooms with a floor to structural ceiling height of approximately 10 feet.	$ 39,352
1	CT_128_CONFIG	**SOMATOM go.Top Excel 128 slice Config** Interleaved Volume Reconstruction (IVR) is a method to use the measured data as efficiently as possible to improve spatial resolution in z-direction reconstructing 128 slices for all spiral scans independent of pitch.	$ 0
1	CT_PM	**CT 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.	$ 0
1	CT_BTL_INSTALL	**CT Standard Rigging and Installation**	$ 9,360
1	CT_ADDL_RIGGING	**Additional Rigging CT $4,500**	$ 4,500
1	CT_TRADE_IN_ALLOW	**Trade-in proj #2023-0994, deinstall 12/2024 ($44,450)**	- $ 44,450
1	CT_EXTEND_WARRANTY	**3 Month BL Funded Extension $17,194**	$ 17,194
1	CT_EP1_28	**Essential Training PH 1 (Onsite-28) CT** Up to (28) hours of onsite clinical education training, scheduled consecutively (Monday – Friday) during standard business hours for a maximum of (4) imaging professionals. Training will cover agenda items on the ASRT-approved checklist if applicable. This educational offering must be completed (12) months from install end date. If training is not completed within the applicable time period, Siemens obligation to provide the training will expire without refund. For US Federal Government orders placed under the HTME IDIQ contract, the terms and conditions of that contract govern in lieu of the foregoing.	$ 10,920
1	CT_EP2_16	**Essential Training PH 2 (Onsite-16) CT** Up to (16) hours of on-site clinical Education training, scheduled consecutively (Monday – Friday) during standard business hours for a maximum of (4) imaging professionals. Training will cover agenda items on the ASRT approved checklist if applicable. This Educational offering must be completed (12) months from install	$ 6,864

		end date. If training is not completed within the applicable time period, Siemens obligation to provide the training will expire without refund.	
3	CT_OLCLS_24	**VIRTUAL Classroom (CT)(24)** This offering includes tuition for (1) imaging professional to attend a virtual classroom course for up to 24 hours. Please view Siemens Healthineers PEPconnect at pep.Siemens-info.com for available course options and descriptions. This educational offering must be completed (12) months from install end date. If training is not completed within the applicable time period, Siemens obligation to provide the training will expire without refund. For US Federal Government orders placed under the HTME IDIQ contract, the terms and conditions of that contract govern in lieu of the foregoing.	$ 14,040
1	CT_PROTOPT_8	**CT Protocol Optimization Program - 8hrs** This offering provides the customer with up to (8) hours of virtual, simulator-based training with a Siemens Clinical Education Specialist (CES) for development and optimization of up to (50) standardized protocols before and after initial turnover training. This includes: • Consultation with the customer on scan protocol expectations. • Use of a simulator workstation to optimize and customize CT scan protocol settings to customer-specific needs. • Import of optimized scan protocols for customer's immediate use, either at system turnover before first clinical use or any time thereafter. This educational offering must be completed (12) months from install end date. If training is not completed within the applicable time period, Siemens obligation to provide the training will expire without refund. For US Federal Government orders placed under the HTME IDIQ contract, the terms and conditions of that contract govern in lieu of the foregoing.	$ 3,744
		System Total:	**$ 513,628**

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

SIEMENS REPRESENTATIVE
Nick Szymarek
nikolas.szymarek@siemens-healthineers.com

Quote Nr:	**CPQ-855429 Rev. 0**
Terms of Payment:	**00% Down, 80% Delivery, 20% Installation** **Free On Board:Destination**
Purchasing Agreement:	PREMIER PURCHASING PARTNERS LP PREMIER PURCHASING PARTNERS LP terms and conditions apply to Quote Nr CPQ-855429 Customer certifies, and Siemens relies upon such certification, that : (a) PREMIER PP-IM-274 GEN RAD 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.

XPAS Accessories and Supplies

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

Qty	Part No.	Item Description	Extended Price
1	PWBATTTECHINSTALL	**93PM 20KW Firmware KVA Upgrade - Eaton quote 423038** On-Site Battery Installation Service: On-site service by an Eaton technician to re-install the separately shipped battery trays back into the 9390 IBC-L battery cabinet. This service must be scheduled through the Eaton Customer Service Center (Dispatch) at 800-843-9433, Option 1.	$ 8,162

System Total: **$ 8,162**

Contract Total: **$ 521,790**

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

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

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

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

SIEMENS REPRESENTATIVE
Nick Szymarek
nikolas.szymarek@siemens-healthineers.com

Siemens Medical Solutions USA, Inc. General Terms and Conditions

1. GENERAL

1.1 Contract Terms and Acceptance. These terms and conditions ("Agreement") 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 quotation ("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. Payment shall be made via check or ACH/Wire; any use of alternative payment method must be approved in advance by Seller and may include any applicable services charges.

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 upon such delivery to storage.

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 tax exemption certificate provided by Purchaser.

4. TERMS OF PAYMENT; DEFAULT

4.1 Payments; Due Date. Payment shall be made in accordance with the 'Terms of Payment' reflected in the quotation detailed above based upon Purchaser's group purchasing organization ("GPO") affiliation as of the date of the quotation. In the event no terms of payment are detailed in the quotation above, then 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 (or as otherwise agreed by both parties in writing), as applicable, then the balance of payments shall be due on the day following such scheduled 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; and/or (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 Purchaser shall comply with all applicable sanctions, embargoes, and (re-)export control laws and regulations and, in any event with those of the United States of America and any locally applicable jurisdiction (collectively "Export Regulations").

5.2 Upon request by Seller, Purchaser shall promptly provide Seller with all information pertaining to the particular end customer, the particular destination and the particular intended use of the Products and Services provided herein. Purchaser will notify Seller prior to Purchaser disclosing any information to Seller that is defense related or requires controlled or special data handling pursuant to applicable government regulations and will use the disclosure tools and methods specified by Seller.

5.3 Purchaser will indemnify and hold harmless Seller, its affiliates, subcontractors, and their representatives against any claims, damages, fines and costs (including attorney's fees and expenses) relating in any way to Purchaser's noncompliance with this Section 5, including Purchaser's and its third party business partners' violation or alleged violation of any Export Regulations, and Purchaser will compensate Seller for all losses and expenses resulting thereof.

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 or as otherwise agreed by the parties in writing. 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 of the Products or shown as included in the quotation 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, epidemics, pandemics, 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 deemed installed in accordance with Section 12 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 Seller's Smart Remote Services software in accordance with the Smart Remote Services Schedule attached hereto and incorporated herein.

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, unless otherwise agreed to in writing by both parties. 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 required to install the Products 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 so that Seller may commence with installation and final calibration without delay. 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 at time of delivery. Seller shall delay installation of the Products until Purchaser has completed the removal of any hazardous materials and has taken any other precautions and completed any other pre-installation work required by applicable regulations and/or Seller specifications; and Purchaser shall reimburse Seller for any increased costs and expenses incurred by Seller that are the result of or are caused by such delay. In the event that Purchaser requests delivery prior to the completion of its site readiness obligations, Purchaser assumes all risk of damage or loss to the Products associated with such early delivery and shall reimburse Seller for any increased costs and expenses incurred by Seller that are the result of or are caused by any such early delivery. In the event the delivery of the Products is delayed without prior written approval by Seller by more than forty-five (45) calendar days from the scheduled delivery date in accordance with Section 6.1 herein due to Purchaser's failure to complete all requisite pre-installation work or Purchaser's refusal to accept delivery, then the Products shall be deemed installed on the scheduled delivery date for the purposes of Section 10.1 herein.

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 (if applicable).

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. In the event Purchaser's GPO affiliation is identified in the 'Purchasing Agreement' section of the quotation, then the terms of such GPO agreement to which Purchaser is a participating member shall apply as identified, provided that in the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of any applicable GPO agreement to which Purchaser is a participating member, the terms and conditions of this Agreement shall control.

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 financing arrangements that have been approved by Seller).

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.

Smart Remote Services Schedule
To the Terms and Conditions of Sale

Seller and Purchaser agree that the provision of service and support for the Products shall be provided in accordance with this Smart Remote Services ("SRS") Schedule. All capitalized terms not defined herein shall have the meanings given to them in the Agreement detailed above.

a. System Monitoring. Seller provides services for remote monitoring of certain Products used by Purchaser (hereafter, "Applicable Equipment"). In connection with such services, Seller uses SRS, a persistent online connection between Seller or its affiliates and the Applicable Equipment to monitor the performance of Applicable Equipment and deliver updates and patches to permit Seller monitoring of the performance of the Applicable Equipment anonymously ("SRS Connection"). SRS is installed on the analyzer computer or server, and works within a domain environment, workgroup, or on a standalone system. In the event that Purchaser fails to provide or maintain the SRS Connection for the Applicable Equipment, then Seller shall have the option to terminate the provision of warranty service and support under the Agreement and any applicable Supplements or Schedules thereto. In addition, any Uptime Performance Guarantee or Availability Commitment of the Applicable Equipment (if applicable) shall be void if the SRS Connection is not provided and available 24 hours per day, 7 days a week. For the purposes of this Schedule, 'Security Concept' means Seller IT security concept, which can be found under the following link or which Seller will send to Purchaser upon request:

https://marketing.webassets.siemens-healthineers.com/4275155d5aa2ce02/a0226f9a8dd8/Smart-Remote-Services-Security-Concept-V10.pdf

'Technical Data' means information available through the SRS Connection and may include: (i) application logfiles, errors occurred, device properties, quality control (technical status information); (ii) configuration, software versions, patches, licenses, network settings, device service history (asset and configuration data); (iii) sequences of performance of various tasks, used applications/licenses and interactions with the application (utilization data); (iv) any reagents and consumables loaded onto the Applicable Equipment; (v) any other data explicitly agreed; and in each case not related to an identified or identifiable natural person. 'Smart Technical Data' means correlated Technical Data derived from the Applicable Equipment to support prediction of the Applicable Equipment service requirements. Cyberthreat" means any circumstance or event with the potential to adversely impact the Products via unauthorized or unlawful access, damage and/or destruction, disclosure of information, modification, corruption or alteration of information, and/or denial of service rendering the Products unavailable or inoperable. "EoS" means End of Support, the date Seller notifies Purchaser that the service parts and any other services for the Products will no longer be available. "Insignificant" means a categorization of a Vulnerability the exploitation of which, taking into account the individual Products attributes

and/or the respective operating environment, is not reasonably expected and/or would not result in a foreseeable impairment of the Products' secure operation or provide access to personal information. "IT Security" means safeguarding the uninterrupted operation of the Products against interference caused by exploited Vulnerabilities, as well as the availability, confidentiality and integrity of data and information created, stored, and/or transmitted by the Products. "Patch(es)" means a Products and/or operating system (OS) update that addresses security vulnerabilities within the Products. "Vulnerability" means a weakness in the Products that could be exploited by a Cyberthreat and are assigned a significance level in accordance with FDA Post-Market Guidance for Cybersecurity of Medical Devices.

Seller and its affiliates are authorized to access, maintain, repair, calibrate, update or patch the Applicable Equipment that is the object of the SRS Connection or provide remote training in every case through the SRS Connection and use any Technical Data collected via the SRS Connection for the aforementioned purposes. If the Applicable Equipment hereunder is covered by a warranty period or extended service plan, then Seller, its affiliates and other companies engaged by Seller are also authorized to carry out through the SRS Connection additional system monitoring services supported by the covered Applicable Equipment.

b. Access to Data and Use of Data. Purchaser hereby irrevocably permits Seller and its affiliates to use for their own business, product surveillance, research or development purposes (e.g. determine trends of usage products and services, improvement of products, services and software), for facilitating and advising on continued and sustained use of products and services, substantiation of aggregated product and services marketing claims and for benchmarking purposes, without restrictions in terms of time, transferability, replication, location or content: (i) Technical Data that is collected via the SRS Connection; and (ii) Smart Technical Data that is collected via the SRS Connection from the Applicable Equipment.

c. Purchaser Obligations for SRS Connection. (i) Purchaser shall permit the SRS Connection to be established by connecting the Applicable Equipment either directly or through a gateway or networked computer at Purchaser's own expense to a secured telecommunications link via a broadband connection and Purchaser shall bear the cost of any technical requirements for any such connection that is not a part of the Applicable Equipment (e.g. establishing a broadband connection); (ii) Purchaser shall support Seller in protecting against Cyberthreats by implementing and continuously maintaining a holistic, state-of-the-art security concept protecting Purchaser's IT infrastructure; (iii) Purchaser shall not connect any Applicable Equipment to the SRS Connection that does not comply with state-of-the-art security policies or is otherwise approved by Seller; (iv) Purchaser shall not use the SRS Connection in a way that impairs or disrupts the integrity of the SRS Connection or Seller's IT infrastructure; and (v) Purchaser shall not transmit any data containing viruses, Trojan horses or other programs that may damage or impair the SRS Connection or Seller's IT infrastructure.

d. Purchaser's Cybersecurity Obligations. In order to protect the Products against Cyberthreats, Purchaser shall implement and continuously maintain a holistic, state-of-the-art security program for its IT infrastructure, including regular network scanning, provided however, that:

(i) network scanning or penetration testing shall not be performed during clinical use of the Products and should optionally be scheduled, with Seller assistance, during downtime;

(ii) the system configuration and/or IT Security controls of the Products as stated in the MDS2 and/or Security Whitepaper provided or made available by Seller at, or prior to, the time of purchase must not be modified;

(iii) if during the deployment of the Products, Vulnerabilities are identified by Purchaser, Purchaser shall align with Seller regarding the severity of the Vulnerabilities taking into account the individual Products attributes and intended operating environment and shall not refuse acceptance of the Products, if the Vulnerability is classified as 'low' by Seller using the Common Vulnerability Scoring System ("CVSS"); and

(iv) Seller's initial response to Purchaser's inquiry on a Vulnerability will be within fifteen (15) days. Seller will evaluate all Vulnerabilities using CVSS and FDA's definition of "controlled" and "uncontrolled" Vulnerabilities and will make such evaluations available to Purchaser. Seller will periodically release Patches depending on the age of the device and the Products version. If Seller determines the Vulnerability to be critical and uncontrolled, Seller will communicate this determination to Purchaser within thirty (30) days and utilize commercially reasonable efforts to have a mitigation (workaround, patch, etc.) available within sixty (60) days of Seller's determination of an uncontrolled Vulnerability. Unless otherwise specified, no patches may be loaded by Purchaser onto the Products. In the event of a Vulnerability that is reasonably determined by Purchaser to constitute an emergency (meaning that the Products must be taken out of clinical use until the Vulnerability is remedied) needing an expedited response, Seller will collaborate

with Purchaser to jointly determine the most prudent action necessary in light of the circumstances.

(v) Purchaser is responsible for preventing unauthorized access to the Products licensed to Purchaser, including but not limited to changing passwords and other protective settings from their default values to individual ones. The Products shall only be connected to an enterprise network or the internet if and to the extent such a connection is authorized by Seller in the instructions for use and only when appropriate security measures (e.g., firewalls, network Purchaser authentication and/or network segmentation) are in place.

(vi) USB-storage media and other removable storage devices shall only be connected to the Products if and to the extent such connection is authorized by Seller in the instructions for use and only when the risk of a malware infection of the Products is minimized through malware scanners or other appropriate means.

(vii) The Product(s) undergoes regular development to further improve its IT Security. Seller strongly recommends that Products updates be applied as soon as they are available and that the latest Products versions are used by Purchaser. The latter might include the purchase of upgrades of hardware and additional Products by Purchaser; provided however, updates to remedy uncontrolled Vulnerabilities and/or clinical performance based on the Products Specification will be provided without additional charge. Use of Products versions that are no longer supported, and failure to apply the latest updates/upgrades may increase Purchaser's exposure to Cyberthreats.

(viii) Purchaser shall notify Seller without delay in case of suspected or actual Cyberthreats or Vulnerabilities of the Products. Disclosure by Purchaser of such information to third parties during the immediately following sixty (60) day period requires prior written consent by Seller.

(ix) In the event that Purchaser resells an item of Applicable Equipment, it shall inform Seller in writing of the name and address of the new owner and shall impose upon that new owner a corresponding obligation in case of further resale. Purchaser is not granted any right to sell or assign its right to use the Applicable Equipment without first obtaining Seller's express written consent.

(x) If Seller provides a Patch via SRS or for download, Purchaser shall promptly install the Patch in accordance with the respective installation instructions given by Seller.

e. Seller Cybersecurity Obligations. In order to protect the Products against Cyberthreats, Seller shall implement and continuously maintain a holistic, state-of-the-art security program for its IT infrastructure, including regular network scanning. In the event that Seller becomes aware of a Vulnerability that Seller does not classify as Insignificant, it shall make available Patches until EoS, until the termination of this Agreement, or up to ten (10) years following the Products delivery, whichever occurs first, provided that Purchaser's Products version is the most recent or at least the penultimate version at the given time, except in the case of third-party Products where the respective Products provider does not have a Patch available, Seller will use commercially reasonable efforts to make a mitigation available for the Vulnerability within 120 days following Seller becoming aware of such Vulnerability. In the case of third-party Products, Seller will make the Patch available to Purchaser without undue delay after such Patches are made available by Seller's licensors and Seller performs the required testing and validating on the Products. Depending on the severity of the Vulnerability as determined by Seller (after consultation with Purchaser), Seller may elect to provide the Patch at the time and as part of upcoming routine updates. If the Applicable Equipment is connected to SRS and Purchaser enables remote distribution of the Patch via SRS, or if Patches are made available for download, the Patches shall be free of charge. However, if the Patch needs to be installed on site by Seller, Seller may charge Purchaser for the expenses (time and material) resulting from the installation. For the sake of clarity; (i) safety, uncontrolled Vulnerability and clinical performance Updates are mandatory and will be provided without additional charge to Purchaser regardless of contract status, and will be implemented by Seller regardless of who may otherwise be servicing the Products; and (ii) all other Updates are non-mandatory ("Refinement Updates") and are not performed unless requested by Purchaser and may be chargeable (e.g., travel, labor, and sometimes charges for parts) depending on Update.

NOTWITHSTANDING THE FOREGOING, SELLER ASSUMES NO LIABILITY WHATSOEVER FOR DAMAGE TO THE EXTENT SUCH DAMAGE IS CAUSED BY THE FOLLOWING:

(i) Purchaser's intrusive IT Security testing;

(ii) unauthorized modification of the system configuration or IT Security controls of the Products;

(iii) the installation of Patches which are not authorized by Seller;

(iv) Purchaser delaying the self-installation of Patches made available by Seller via SRS or for download;

(v) Hacker attacks, cyberthreats or related preventative measures; or

(vi) Failure to perform and maintain adequate backups of Purchaser's data.

f. SRS Limited Warranty. Unless explicitly otherwise regulated the SRS Connection is provided "as is" and Seller does not provide Purchaser with any warranty or guarantee

regarding the availability, performance, or quality of the SRS Connection. Seller will not provide an SRS Connection if: (i) the provision is prevented by any impediments arising out of national or international foreign trade or custom requirements or any embargoes or other sanctions; or (ii) there is a defect, malfunction, or other problem with the telecommunications network; or (iii) there is a defect, malfunction, insufficient configuration, or other problem with Purchaser`s infrastructure.

g. Update of Terms and Security Concept. Seller shall set up the technical and organizational process for the SRS Connection and IT infrastructure used by Seller for the establishment of the SRS Connection according to the Security Concept. Seller shall be entitled to modify and/or update the terms of this Schedule for the SRS Connection and/or the Security Concept to reflect technical progress, changes in law and the further development of its offerings. Such modifications and/or updates shall not jeopardize the quality and execution of the SRS Connection. Seller shall inform Purchaser of changes by giving Purchaser at least thirty (30) days prior written notice. Seller will provide Purchaser with access to the updated terms and conditions.

h. Certification of SRS. Seller's service organization shall maintain a certified information security management system for the purposes of the SRS Connection. In this regard, Seller shall be subject to regular external audits by independent third parties. The scope and details of the certification are determined in the current Security Concept.

i. SRS Connection Termination. Seller shall be entitled to suspend the SRS Connection with immediate effect if Purchaser is in breach of the terms contained herein or if Seller, acting reasonably, is of the opinion that the SRS Connection to one or more of Purchaser's Applicable Equipment contains a risk for the security and performance of the IT infrastructure used by Seller.

j. SRS Intellectual Property. Seller (and its licensors, where applicable) will retain all intellectual property rights relating to the Products, including improvements thereto, including any improvements derived from Technical Data or Smart Technical Data, as well as any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Purchaser which are hereby assigned to Seller.

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

SIEMENS REPRESENTATIVE
Nick Szymarek
nikolas.szymarek@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.

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Revised 03/15/05

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

SIEMENS REPRESENTATIVE
Nick Szymarek
nikolas.szymarek@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) any radioactive sources and other hazardous materials are removed from the equipment (iv) equipment has been wiped down and decontaminated of any blood or other potentially infectious materials (v) 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 (vi) 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 and radioactive sources, 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 MI SYSTEMS: it is the Seller's sole responsibility to (i) ensure that all radioactive sources and identifying labels are removed from the trade in equipment prior to de-installation; and (ii) for arranging and covering any associated costs and scheduling of service companies required to complete such work. FOR ULTRASOUND SYSTEMS – Purchaser may provide transducers with the ultrasound unit being traded in, but will not receive additional credit for such transducers.

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

SIEMENS REPRESENTATIVE
Nick Szymarek
nikolas.szymarek@siemens-healthineers.com

CT Warranty Information

Product (New Systems and "ECO" Refurbished Systems Only)	**Period of Warranty**[1]	**Coverage**[2, 5]	**Special Conditions**
CT Systems	12 months	Full Warranty (wear/failure) parts and labor, including key components (not including consumables) PCP: 8:30 am to 5:00 pm. Typical response time: next day	

Post System Warranty for T&M Spare Parts[3]			
Spare Parts (excluding key components)	**Period of Warranty**	**Coverage**[5]	**Special Conditions**
Consumables	Not covered		
Spare parts	6 months	Full credit (100%) wear/failure parts only.	
Key Components	**Period of Warranty**	**Coverage**[5]	**Special Conditions**
Vectron	12 months	Up to 12 months prorated credit (wear/failure) or 160,000 scan-seconds whichever occurs first, parts only.	credit percentage = (160,000 – scan-seconds used)/160,000*100
Straton	12 months	Up to 12 months prorated credit (wear/failure) or 160,000 scan-seconds whichever occurs first, parts only.	credit percentage = (160,000 – scan-seconds used)/160,000*100
Dura 181, 202, 302, 352	12 months	Up to 12 months prorated credit (wear/failure) or 40,000 scan-seconds whichever occurs first, parts only.	credit percentage = (40,000 – scan-seconds used)/40,000*100
Dura Akron B tubes	12 months	Up to 12 months prorated credit (wear/failure) or 40,000 scan-seconds whichever occurs first, parts only.	credit percentage = (40,000 – scan-seconds used)/40,000*100
Dura Akron Q tubes	12 months	Up to 12 months prorated credit (wear/failure) or 30,000 scan-seconds whichever occurs first, parts only.	credit percentage = (30,000 – scan-seconds used)/30,000*100
Dura Akron 422 tubes	12 months	Up to 12 months prorated credit (wear/failure) or 100,000 scan-seconds whichever occurs first, parts only.	credit percentage = (100,000 – scan-seconds used)/100,000*100
Dura Akron 688 tubes	12 months	Up to 12 months prorated credit (wear/failure) or 100,000 scan-seconds whichever occurs first, parts only.	credit percentage = (100,000 – scan-seconds used)/100,000*100
Chronon tubes	12 months	Up to 12 months prorated credit (wear/failure) or 100,000 scan-	credit percentage =

		seconds whichever occurs first, parts only.	(100,000 – scan-seconds used)/100,000*100
Athlon tubes	12 months	Up to 12 months prorated credit (wear/failure) or 100,000 scan-seconds whichever occurs first, parts only.	credit percentage = (100,000 – scan-seconds used)/100,000*100

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. If a part is replaced during the 12-month system warranty, that part will be covered. However, the replaced part will not carry a separate warranty.
3. Replacement spare parts warranty commences from the date of Siemens' invoice.
4. If the cause of failure on a returned part is determined to be from damage or negligence, the warranty is voided.

Note for Federal Government Customers Only: No warranty extended by Contractor 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 or by the Customer'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 Customer or any third party or due to the attachment and/or use of non-Contractor supplied parts, equipment or software without Contractor's prior written approval; which failed due to causes from within non-Contractor supplied equipment, parts or software including, but not limited to, problems with the Customer's network; or which have been damaged from the use of operating supplies or consumable parts not approved by Contractor. 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.

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40 Liberty Boulevard, Malvern, PA 19355

SIEMENS REPRESENTATIVE
Ryan Fordham - +1 (865) 867-4756
ryan.fordham@siemens-healthineers.com

Customer Number: 0000006501

Date: 02/09/2023

GRANVILLE MEDICAL CENTER
1010 COLLEGE ST
OXFORD, NC 27565

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

Contract Total: $ 756,301
(total does not include any Optional or Alternate components which may be selected)

Proposal valid until 03/31/2023

Estimated Delivery Date: 7/2023

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.

The parties hereby expressly agree that the Premier Healthcare Alliance, L.P. Group Purchasing Agreement—Imaging Products and Services effective October 1, 2015 (Contract Number(s) PP-IM277) and Siemens Terms and Conditions of Sale and Software License Schedule attached hereto shall govern the purchase of Products pursuant to this Quotation.

This proposal includes the trade-in of equipment referenced in Trade Sheet Project #2020-1794.

This offer is only valid if a firm, non-contingent order is placed with Siemens and a signed POS contract must accompany the equipment order.

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

SIEMENS REPRESENTATIVE
Ryan Fordham - +1 (865) 867-4756
ryan.fordham@siemens-healthineers.com

Accepted and Agreed to by:

Siemens Medical Solutions USA Inc.

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

GRANVILLE MEDICAL CENTER

By (sign): _____
Name: Adam W. McConnell
Title: CFO
Date: 2/24/23

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 Healthineers

SIEMENS REPRESENTATIVE
Ryan Fordham - +1 (865) 867-4756
ryan.fordham@siemens-healthineers.com

Quote Nr:	**CPQ-689359 Rev. 4**
Terms of Payment:	**00% Down, 80% Delivery, 20% Installation** **Free On Board: Destination**
Purchasing Agreement:	PREMIER PURCHASING PARTNERS LP PREMIER PURCHASING PARTNERS LP terms and conditions apply to Quote Nr CPQ-689359 Customer certifies, and Siemens relies upon such certification, that : (a) PREMIER PP-IM-277 MI SPECT-PET 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.

Symbia Pro.specta X3

All items listed below are included for this system:

Qty	Part No.	Item Description
1	14423558	**Symbia Pro.specta X3** The Symbia Pro.specta X3 platform integrates a 64-slice CT system with interleaved volume reconstruction (IVR) (32 slices acquired). Robust SPECT and CT capabilities enable full functionality for all SPECT-only, SPECT/CT, and stand-alone CT applications in cardiology, oncology, neurology, and general nuclear medicine.
2	14423560	**Low Profile 3/8" Detectors** The low-profile, high resolution, digital detector assembly includes a .95 cm (3/8 in)-thick NaI (Tl) crystal.
1	14421234	**Caudal Tilt** Caudal tilt on Detector 2 allows for precise positioning of static and dynamic acquisitions.
2	07835494	**Low Energy High Res Collimator** Low energy (140 keV), high resolution, parallel hole collimator
2	07835452	**Medium Energy Collimator** Medium energy (300 keV), parallel hole collimator
1	14423564	**Symbia Productivity Package** The productivity package automates collimator exchange and quality control to improve the system productivity.
1	14423625	**AutoQC Base source kit** This source kit includes: One Gd-153 line source with 10 mCi (370 MBq) One Co-57 point source with 25 µCi (0.93 MBq) Note: The site radioactive material license may need to be updated to receive this source.
1	14423568	**Enhanced Whole-body Package** The enhanced whole-body package includes the following features: - Plan&Go - AutoPlanar

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Qty	Part No.	Item Description
		Both features are designed to increase productivity with Symbia Pro.specta systems by making patient positioning easier way with Plan&Go and creating synthetic planar data from a single SPECT tomographic acquisition.
1	14423581	**Internal ECG Prospecta - AHA** The internal ECG gating system provides ECG triggering for the nuclear subsystem for nuclear cardiology examinations. In addition, for Symbia Pro.specta systems, the internal ECG gate provides ECG triggering to the CT subsystem for CT applications that require ECG gating. The ECG gate is built into the Symbia Pro.specta patient bed and is controlled by the acquisition workplace. The leads are AHA (American standard) color-coded and connect near the head of the patient bed. The leads travel with patient, thus never interfering with scanning. The ECG waveform is displayed on the touch-screen gantry display as well as in the acquisition workplace.
1	14423583	**PHS Extended Pivot** The PHS extended pivot option extends the pivot range for the patient bed in gurney mode.
1	14423588	**2nd Monitor DICOM** This option includes an additional monitor that enables the use of a dual-monitor setup in the acquisition workplace.
1	14423877	**Keyboard - English** Keyboard in the above-mentioned language.
1	14423700	**Standard ICS** The standard image control system (ICS), also known as the acquisition workplace (AWP), is a computer needed to perform SPECT and CT examinations, including acquisition, evaluation, and management of SPECT and CT images. CT examination support is only appliable to SPECT/CT systems.
1	14423584	**Power Bundle** The power bundle is a comprehensive power solution that includes: Integrated electronics cabinet (IEC) Uninterruptible power supply (UPS)
1	14415195	**4 Quadrant Phantom** A 4 quadrant 2.0-2.5.30.3.5 mm standard pattern slightly modified for use with Symbia Imaging Systems
1	14423597	**syngo.SPECT Cardiology Cedars** syngo.SPECT Cardiology Cedars provides helpful tools to radiologists and nuclear medicine physicians assessing patients with cardiac conditions such as coronary artery disease. Cedars SPECT facilitates the visualization and evaluation of SPECT cardiac exams, including semi-quantitative analysis of myocardial perfusion images, using tracers such as sestamibi, tetrofosmin, and thallous chloride. Includes Cedars Cardiac Suite 2017 for semi-quantitative analysis of myocardial perfusion images.
1	14423721	**FAST IRS Standard** The FAST Image Reconstruction System (IRS) is the computer needed to pre-process and reconstruct CT data and to store CT raw data.
1	14423627	**Under Floor PHS Cable** Kit for routing the cable between the patient bed and Symbia Pro.specta gantry under the floor.
1	10412858	**Symbia Hybrid US Installation** This option includes the mechanical installation of the Symbia Intevo or T series scanner system.
1	11296159	**Elevate O e.cam USA**

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

SIEMENS Healthineers

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Qty	Part No.	Item Description
		Elevate is a Siemens Healthineers customer care program that helps you get the most from your investment. As a valued customer, MI Elevate offers customers a wide range of solutions and benefits for your existing installed Siemens Healthineers MI system. As you consider the options for replacing your existing SPECT system, Siemens Healthineers is committed to helping you find the solution that best fits your needs and enable a smooth transition to your next-generation SPECT or SPECT/CT system. Allowing you to stay competitive with the latest technology in healthcare. MI Elevate additionally serves as a GREEN initiative. When you Elevate your existing e.cam, this enables us to reuse and recycle your deinstalled system responsibly, utilizing the whole system or its parts, reducing our environmental impact.
1	14424009	**Organ processing #E** This option provides organ processing capabilities to your acquisition workplace.
1	14424010	**Planar ½ time imaging #E** Planar half-time imaging provides a statistical, adaptive de-noising and de-blurring process for planar imaging.
1	14424012	**Cardiac package basic #E** The NM basic cardiac package includes: Respiratory motion correction Ability to acquire gated images with continuous motion Attenuation and scatter correction for gated reconstructions
1	14424011	**iMAR #E** iMAR (iterative Metal Artifact Reduction) reduces metal artifacts for better image quality with no increase in dose.
1	4SPAS014	**Low Contrast CT Phantom & Holder**
1	MI_MCT_NEMA_XR_29	**NEMA_XR-29 Standard** This system is in compliance with NEMA XR-29 Standard Attributes on CT Equipment Related To Dose Optimization and Management, also know as Smart Dose
1	MIS_PR_X3_PRO_EL_P	**Modernize Pro.specta X3 EL Promo**
1	MI_SPCT_BND_PROSPE	**Essential Education Level Prospecta** This education package has been designed specifically to meet the education needs of a new to Siemens Symbia Pro.specta imaging system. Components of this education package include: o A 12-month subscription to our continuing education platform, PEPconnect, including access to up to 50 CEU credits. o This 4 hour, live-remote workshop for up to 8 participants is delivered by a Siemens Clinical Education Specialist. It is designed to assist the conversion customer's transition to Siemens imaging systems. Content focuses on SPECT/CT hardware, Siemens syngo user interface, and explains Siemens related terminology. Using didactic and hands-on simulation training, attendees will experience how to scan on Siemens technology. o Onsite hands-on training by a Siemens Clinical Education Specialist for up to 28 hours over four consecutive business days. o Ongoing access to pre-scheduled, live-remote, one on one training sessions for 12 months. Browse topics and register your sessions at Siemens PEPconnect. o A multi-day Siemens Online Classroom, chosen from a variety of defined

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Qty	Part No.	Item Description
		offerings. Browse class offerings and register at Siemens PEPconnect o Onsite hands-on training by a Siemens Clinical Education Specialist for up to 28 hours over four consecutive business days o If training is not completed within the applicable time period, Siemens obligation to provide the training will expire without refund.
1	SPECT_UPGRADE_CLS	**Upgrade Virtual to Cary Class (SPECT)** This upgrade allows for a SPECT conversion from a virtual class to a Cary Classroom. Tuition for (1) Attendee for a customer classroom course at one of the Siemens training centers. Please view Siemens Healthineers PEPconnect at www.pep.Siemens Healthineers-info.com for available course options and descriptions. Includes economy airfare and lodging for (1) Attendee. All arrangements must be arranged through Siemens designated travel agency. This Educational offering must be completed (12) months from install end date. If training is not completed within the applicable time period, Siemens obligation to provide the training will expire without refund.
1	MISYS_ELV_S_ECAM	**Elev S e.cam ($13,000)**
1	MIS_NCI_ORG_PROC	**Offset Organ Processing for Symbia#E**
1	MIS_NCI_PLAN_TIME	**Offset Planar 1/2 Time Imaging#E**
1	MIS_NCI_IMAR	**iMAR #E**
1	MIS_NCI_CARD BASIC	**Cardiac package basic #E**
1	NMSYS_ADDL_RIGGING	**Additional Rigging NMSYS - $8,505**
1	NUSYS_TRADE_IN_ALL	**NU-Sys Trade-in-Allowance, E.Cam, Project #2023-1794, deinstall/expire date 7/2023 ($0)**
1	BFLEXPED	**Stellant Flex injector - pedestal** Stellant Flex Pedestal with workstation, NO Informatics, but is Informatics ready. Includes Stellant Flex pedestal mounted injector; workstation; installation and warranty through Bayer.

System Total **$ 756,301**

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OPTIONS on Quote Nr : CPQ-689359 Rev. 4

OPTIONS for Symbia Pro.specta X3

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	14423578	**xSPECT Bone** Advanced bone imaging reconstruction software that uses the CT as a frame-of-reference for image reconstruction, enabling CT-like anatomical clarity and resolution.	**+ $ 68,750**	_____

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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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SIEMENS Healthineers

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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.

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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.

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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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MI Warranty Information

Product (New Systems and "ECO" Refurbished Systems Only)	**Period of Warranty**[1]	**Coverage**
MI-SPECT System or MI-PET System (not including radioactive sources and consumables)	12 months	Full Warranty (parts & labor, including ALL CT tubes) Principal Coverage Period 8am-5pm Monday through Friday [2]

The parts warranty below only applies to purchased parts, not to replacement parts provided pursuant to a warranty. Repairs or replacements shall not interrupt, extend, or prolong the term of the warranty.			
Straton CT tubes	Prorated to a maximum of 160,000 scan-seconds or 12 months whichever occurs first	Prorated credit given to customer against replacement cost	credit percentage = (160,000 – scan-seconds used) / 160,000*100
Dura Akron Q CT tubes	Prorated to a maximum of 120,000 scan- seconds or 12 months whichever occurs first	Prorated credit given to customer against replacement cost	credit percentage = (120,000 – scan-seconds used) / 120,000*100
All other Dura CT tubes	Prorated to a maximum of 130,000 scan- seconds or 12 months whichever occurs first	Prorated credit given to customer against replacement cost	credit percentage = (130,000 – scan-seconds used) / 130,000*100
Radioactive sources	Not covered		
Spare parts	6 months	Parts only	
Consumables	Refer to warranty of consumable item		