NC DEPARTMENT OF
HEALTH AND HUMAN SERVICES

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

VIA EMAIL ONLY

October 28, 2025

Nancy M. Lane
nlane@pda-inc.net

Exempt from Review – Replacement Equipment

Record #:	**4969**
Date of Request:	October 7, 2025
Facility Name:	Catawba Valley Medical Center
FID #:	933080
Business Name:	County of Catawba
Business #:	2949
Project Description:	Replace CT Scanner
County:	Catawba

Dear Ms. Lane:

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 Siemens Somatom Pro Pulse fixed CT scanner to replace the Siemens Somatom AS Definition, serial number #67331, fixed CT scanner. This determination is based on your representations that the existing unit will be sold or otherwise disposed of and will not be used again in the State without first obtaining a certificate of need if one is required.

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

Sincerely,

Ena Lightbourne
Project Analyst

Micheala Mitchell
Chief

cc: Acute and Home Care Licensure and Certification Section, DHSR
Radiation Protection Section, DHSR

CATAWBA VALLEY MEDICAL CENTER

October 8, 2025

Via Electronic Mail Only
Ms. Micheala Mitchell, Chief, Healthcare Planning and Certificate of Need Section
Ena Lightbourne, Project Analyst
Division of Health Service Regulation
1915 Health Services Way,
Raleigh, NC 27607

RE: CT Equipment Replacement at Catawba Valley Medical Center/Catawba County

Dear Ms. Mitchell:

Pursuant to NCGS 131E-184(a), Catawba Valley Medical Center (CVMC) is writing to inform you of our intent to replace a Somatom AS Computed Tomography ("CT")equipment unit in Hickory. The estimated capital cost for purchase and installation, including all studies and rental of temporary equipment is $1,539,026. This cost is below the FY 2025 capital cost limit for Major Medical Equipment, as defined in GS 131E-176 (14o). For FY 2025, that amount is $2,059,600. Computed tomography equipment is included in the definition of New Institutional Health Service in GS 131E-176(16)f1.3. However, according to GS 131E-184(a)(7)" Replacement Equipment" is exempt from CON, if the owner provides prior written notice. Please consider this letter as the required prior written notice including why the project is necessary. The equipment has reached the end of its useful life. Attachment 1 provides the Capital Cost Summary.

CVMC requests confirmation that this equipment replacement complies with the regulations set out in NCGS 131E184(a)(7) Replacement Equipment, NCGS 131E-176(22a), Replacement Equipment NCAC 14C .0303, Replacement Equipment rules, as exempt from certificate of need review.

The hospital originally acquired and began using the referenced Somatom AS CT scanner in 2014. CVMC intends to replace it with a new Siemens SOMATOM Pro Pulse, high resolution, fast speed CT. The CT to be replaced has been operating daily, serving hospital patients including more than 10 patients during the most recent 12 months. The equipment has exhausted its useful life. CVMC is simply updating this important patient treatment system with newer technology that offers state-of-the-art quality of care for patients. Attachment 2 compares existing and proposed replacement equipment.

Via this letter, CVMC affirms that the capital cost includes removal of the existing CT from operation at CVMC or in North Carolina. CVMC has confirmed that the replaced existing CT equipment will be removed from North Carolina and will not be used again in North Carolina.

Applicable Regulations

Pursuant to NCGS 131E-184(a)(7):

> "The department shall exempt from certificate of need review a new institutional health service if it receives prior written notice from the entity proposing the new institutional health service, when notice includes an explanation of why the new institutional health service is required, for any of the following: … (7) To provide replacement equipment."

NCGS 131E-176(22a) states: "(22a) Replacement equipment. –

> 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."

According to correspondence from DHSR Chief of Healthcare Planning and Certificate of Need, dated October 30,2024, the FY 2025 capital cost threshold for Replacement Equipment is $3,089,400.

Per NCAC 14C .0303:

> "(a) This Rule defines the terms used in the definition of "replacement equipment" set forth in G.S. 131E-176(22a). (b) "Currently in use" means that the equipment to be replaced has been used by the person requesting the exemption at least 10 times to provide a health service during the 12 months prior to the date the written notice required by G.S. 131E-184(a) is submitted to the CON Section. (c) Replacement equipment is not "comparable" if: (1) the replacement equipment to be acquired is capable of providing a health service that the equipment to be replaced cannot provide; or (2) the equipment to be replaced was acquired less than 12 months prior to the date the written notice required by G.S. 131E-184(a) is submitted to the CON Section and it was refurbished or reconditioned when it was acquired by the person requesting the exemption."

GS 131-184(g) defines an additional exemption:

(g) The Department shall exempt from certificate of need review any capital expenditure that exceeds the monetary threshold set forth in G.S. 131E-176(16)b. if all of the following conditions are met:

(1) The sole purpose of the capital expenditure is to renovate, replace on the same site, or expand the entirety or a portion of an existing health service facility that is located on the main campus.

(2) The capital expenditure does not result in (i) a change in bed capacity as defined in G.S. 131E-176(5) or (ii) the addition of a health service facility or any other new institutional health service other than that allowed in G.S. 131E-176(16).

(3) The licensed health service facility proposing to incur the capital expenditure shall provide prior written notice to the Department, along with supporting documentation to demonstrate that it meets the exemption criteria of this subsection.

Compliance

CVMC hereby certifies that:

1. The total project cost for the replacement equipment, construction, rigging and installation, and all other costs, is $1,523,026, as shown on the attached capital cost form (Attachment 1). The vendor quote is in Attachment 3. CVMC will locate the replacement CT in the radiology department within the main building of the hospital. This site is the "main campus" as defined in NCGS 131E-176(14n) for Catawba Valley Medical Center (License # H0223). CVMC's contractor confirms that the projected construction cost required to accommodate the replacement CT equipment is estimated by our hospital architect, Revels, at $349,870, including labor and materials plus architect and engineering fees. The cost to remove the existing CT from CVMC will be borne _by the vendor including delivery, rigging, and installation costs in the quotation. Rental cost of temporary equipment during the installation is an additional is $68,340, The project does not require financing.

2. The replacement CT will be installed at CVMC for the sole purpose of replacing comparable equipment currently in use. The existing equipment will be relocated out of CVMC and North Carolina. The existing CT has been used at least 10 times to provide a health service in the last 12 months. A comparison of the existing and proposed replacement equipment is provided in the attached table (Attachment 2).

3. The replacement CT is functionally similar to the existing equipment and will be used for the same therapeutic procedures as the equipment currently in use. The replacement equipment features do not change the basic technology or result in the provision of a new health service or type of procedure.

4. CVMC will have no increase in charges that is related to this transaction within the initial twelve months after the replacement is acquired.

5. The average cost per procedure at CVMC will not increase by more than 10 percent during the initial 12 months of service as a result of the replacement.

6. The proposed expenditure will replace the CT on the main campus of Catawba Valley Medical Center. The radiology department is in the main building on the main campus as defined in GS 131E-176(14n), where clinical services are provided and in which financial and administrative control occurs. .

7. The capital expenditure does not result in a change in bed capacity or any other new institutional health service.

CVMC requests that the Division of Health Service Regulation confirm that replacement of the existing CT as proposed herein does not constitute a new institutional health service and is Exempt from certificate of need review pursuant to NCGS 131E-184(a)7. Please contact me at 828.326.2765 regarding any questions concerning this request.

Sincerely,

Greg Billings, MSN, RN-BC, NEA-BC
Vice President & Corporate Compliance Officer

Attachments:

1. *Project Capital Cost Form*
2. *Equipment Comparison Table*
3. *The CT Equipment Quote*
4. *Comparison of old and new capabilities*

Form F.1a Capital Cost CT Replacement	**Column B**
	Applicant 1 **CVMC**
Building Purchase Price	0
Purchase Price of Land	0
Closing Costs	0
Site Preparation	0
Construction/Renovation Contract(s)	314,870
Landscaping	0
Architect / Engineering Fees	0
Medical Equipment	1,120,816
Non-Medical Equipment	0
Furniture	0
Consultant Fees (describe)	0
Financing Costs	0
Interest during Construction	0
Other (installation contingency)	35,000
Other (rental CT)	68,340
Total Capital Cost	$1,539,0260

Attachment 2

EQUIPMENT COMPARISON

	EXISTING EQUIPMENT	**REPLACEMENT EQUIPMENT**
(e.g., Cardiac Catheterization, Gamma Knife®, Heart-lung bypass machine, Linear Accelerator, Lithotripter, MRI, PET, Simulator, CT Scanner, Other Major Medical Equipment)	CT Scanner	CT Scanner
Manufacturer	Siemens	Siemens
Model number	Somatom AS Definition	Pro Pulse
Other method of identifying the equipment (e.g., Room #, Serial Number, VIN #)	SN 67331	
Is the equipment mobile or fixed?	Fixed	Fixed
Date of acquisition	7/2014	10/2025
Was the existing equipment new or used when acquired? / Is the replacement equipment new or used?	New	New
Total projected capital cost of the project <Attach a signed Projected Capital Cost form>	1,200,000	1,540,816.00
Total cost of the equipment	970,651.00	1,120,816.00
Location of the equipment <Attach a separate sheet for mobile equipment if necessary>	Radiology CVMC	Radiology CVMC
Document that the existing equipment is currently in use	Yes	
Will the replacement equipment result in any increase in the **average charge per procedure**?		No
If so, provide the increase as a percent of the current average charge per procedure		
Will the replacement equipment result in any increase in the **average operating expense per procedure**?		No
If so, provide the increase as a percent of the current average operating expense per procedure		
Type of procedures performed on the existing equipment <Attach a separate sheet if necessary>		
Type of procedures the replacement equipment will perform <Attach a separate sheet if necessary>		

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

Siemens Healthineers Representative
Nick Szymarek
nikolas.szymarek@siemens-healthineers.com

Customer Number: 0000005129

Date: 09-16-2025

CATAWBA VALLEY MEDICAL CENTER

810 FAIRGROVE CHURCH RD

HICKORY, NC 28602

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: 1,120,816 USD

(total does not include any Optional or Alternate components which may be selected)

Proposal valid until 09-30-2025

Estimated Delivery Date: 10-31-2025

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

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

Siemens Healthineers Representative
Nick Szymarek
nikolas.szymarek@siemens-healthineers.com

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.
This offer is only valid if a firm, non-contingent order is placed with Siemens and a signed Point of Sale service contract ("POS") must accompany the equipment order.

This proposal includes the trade-in of equipment referenced in Trade Sheet Project #2025-2635.

Provided Customer accepts delivery of the equipment quoted herein prior to December 31, 2025, Siemens will issue a credit of $25,000 that can be applied to any invoice received by Customer from Siemens Medical Solutions.

Accepted and Agreed to by:

Siemens Medical Solutions USA Inc.		**CATAWBA VALLEY 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): _____

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40 Liberty Boulevard, Malvern, PA 19355

Siemens Healthineers Representative
Nick Szymarek
nikolas.szymarek@siemens-healthineers.com

Quote Nr:	**CPQ-1362270 Rev. 1**
Terms of Payment:	**00% Down, 80% Delivery, 20% Installation** **Free On Board: Destination**
Purchasing Agreement:	VIZIENT SUPPLY LLC
	Customer certifies, and Siemens relies upon such certification, that : (a) VIZIENT CT - XR0676 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 Pro.Pulse

All items listed below are included for this system:

Qty	Part No.	Item Description	Extended Price
1	14482061	**SOMATOM Pro.Pulse** SOMATOM Pro.Pulse is the first Dual Source CT (DSCT) scanner designed to be more affordable, unlocking advanced CT imaging technology to improve access to care. SOMATOM Pro.Pulse combines the power and speed of DSCT—two Athlon DS tubes offering 2 x 825 mA at 2 x 75 kW generator power and two stellar detectors—embedded AI and user guidance to make even the most advanced CT exams more accessible and reproducible. An advanced CT like SOMATOM Pro.Pulse offers technical advantages required to deliver high-quality images in even the most challenging patients, including complex CV disease, emergency, oncology, and stroke, thanks to high power (up to 1650mA in DS mode), fast speed speeds (up to 372mm/s), and precision enabled by our one-of-a-kind DS technology. In CV imaging it delivers native temporal resolution of 86 ms, needed to reduce motion artifacts in patients with high or irregular heart rates or limited breath-hold capabilities. Advanced cardiac CT can be challenging for both patients and users, with unwanted scan variations, high or irregular heartrates or less compliant patients all affecting overall diagnostic image quality. myExam Companion simplifies CCTA imaging and enhances the scanning experience for all, providing intelligent user guidance, optimizing all available scanner technologies, delivering personalized and standardized CT exams. SOMATOM Pro.Pulse is an intelligently designed, air-cooled	841,537 USD

Qty	Part No.	Item Description	Extended Price
		scanner that offers cost efficient high-end technology, helping reduce the financial burden and making DSCT TCO (total cost of ownership) comparable to a single source CT.	
1	14482158	**Identifier SRS** 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).	0 USD
1	14482160	**Advance Plan Information** The following content is informative only and represents delivered content only with a local service agreement. The Advance Plans are Siemens Healthineers' service agreement for maximized efficiency and excellent clinical outcome in the digital era. They comprise a wealth of innovative and intelligent services that keep you cutting-edge, connected and competitive. The Advance Plans enable your equipment to be future-proof, cybersecure and highly efficient throughout its entire serviceable life, while at the same time covering your regulatory, quality and financial needs.	0 USD
1	14482062	**SW Base Package** To utilize the full potential of the SOMATOM Pro.Pulse, we provide the full range of market leading applications to support your scanning needs. Including SureView, Workstream 4D, Adaptive Signal Boost, HD FoV, FAST Workflow and our innovative GO Technologies.	0 USD
1	14482066	**ADMIRE** Siemens Healthineers' Advanced Modeled Iterative Reconstruction.	38,612 USD
1	14482067	**syngo Expert-i** Expert-i enables the physician or technician to interact with the syngo Acquisition Workplace from virtually anywhere in your hospital.	0 USD
1	14482083	**Patient Table 2000mm / 307kg** Patient Table with 2000 mm / 78.7" scanable range with patient table extension. The table has a maximum table load of 307 kg / 676 lbs.	25,741 USD
1	14482086	**Mattress for PHS 2000mm**	248 USD

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Qty	Part No.	Item Description	Extended Price
		Mattress for the comfortable positioning of the patient on the CT table.	
1	14482087	**Accessory tray** Tray at the foot of the mattress to place small accessories like e.g. ECG cable.	0 USD
1	14482089	**Mattress Protector short** Protection which reduces table contamination of the CT table. Using this cover allows fast, easy cleaning even of problem areas and increases the system running time of the CT.	1,030 USD
1	14482091	**Storage Box** Additional ergonomic storage box at the side of the patient table.	515 USD
1	14482095	**Infusion Holder** Infusion holder smartly attached to the end of the patient table.	257 USD
1	14482096	**Foot Switch for Pat.Table control** Foot switch for patient table control.	1,287 USD
1	14482098	**Table Extension** Comfortable table accessory to extend the maximum scan range.	1,030 USD
1	14482597	**Positioning & Fixation Set** Positioning & Fixation Set including: Arm Support: Length 430 mm/Width 316 mm/Height 150 mm/Component weight 0.50 kg Restraining strap Set: Width 200 mm and Width 100 mm/Length 900 mm/Component weight 0.10 kg Restraining strap 400mm: Width 400 mm/Length 900 mm/Component weight 0.50 kg	515 USD
1	14482137	**2nd Control-room Monitor** 2nd Control-room Monitor	1,339 USD
1	14482146	**UPS incl. Rack** Uninterruptible power supply with battery backup. The UPS ensures the supply of power to the computer system and color monitor in the event of line voltage fluctuations and brief power failures.	0 USD
1	14482103	**iMAR** iMAR (iterative Metal Artifact Reduction) reduces metal artifacts for better image quality with no increase in dose.	20,593 USD
1	14482376	**ELEVATE O > Pro.Pulse** Elevate from an old Siemens CT scanner to a SOMATOM Pro.Pulse.	0 USD
1	14482064	**Pro.Power Computers** IRS Pro.Power Contains IRS Pro.Power (Imaging Reconstruction System) for the preprocessing and reconstruction of the CT raw data. The reconstruction computer contains of a cluster of highperformance GPU boards performing the preprocessing and reconstruction of	19,801 USD

Qty	Part No.	Item Description	Extended Price
		the CT data. ICS Pro.Power Contains ICS Pro.Power (Imaging Control System) including High performance computer CPU.	
1	14482082	**Turbo Flash** With Turbo Flash, the system can achieve high scan speed up to 372mm/s, allowing long scan coverage in a less time. Turbo Flash can be used also in ECG-triggered scan, enabling for example TAVI acquisition in one scan and one injection protocol only.	39,602 USD
1	14482079	**Cardiac Imaging** The Cardiac Imaging Package allows for comprehensive cardiac assessment and clinical consistency in cardiac CT with ease. Optimized, fully tablet-operated scan preparation, fast scanning, and standardized results in every cardiac case enabled by the integrated GO technologies allow you to devote more time to your patient. Especially useful for users less experienced in cardiac CT procedures, the exclusive myExam Companion suggests which settings are more appropriate for every patient based on the procedure and patient characteristics and finds the optimal combination of acquisition and reconstruction parameters. By measuring heart rate and rhythm, the system automatically chooses the most appropriate phase of the heart cycle to scan and later reconstruct. ZeeFree, an optional reconstruction feature, which allows the reconstruction of detector-width-independent cardiac ECG-gated spiral or ECG-triggered sequence data with improved border alignment of stacks originating from separate cardiac cycles or patient breathing. Zeefree is not limited to specific parts of the anatomy and potentially affects all structures in the stack transition area. The Cardiac imaging package includes Physiological Measurement Module, ECG cable, Advanced radiotranslucent ECG cable extension, Cardio Spiral, Cardio Spiral Bi-Segment, Adaptive Cardio Sequence, Cardio BestPhase, Zee Free, syngo.CT CaScoring (AWP), Recon&GO - Inline CaScoring, Recon&GO - Inline Cardiac Ranges, Recon&GO - Inline Vessel Ranges (LAD, RCA, CX), View&GO - Inline Heart Isolation, View&GO - Inline Coronary Tree.	77,223 USD
1	14482109	**Wireless edition** Wireless Tablet and Remote Scan Control for mobile workflow.	0 USD
1	14482112	**Extra tablet front** Additional wireless Tablet to enable scanner operation from both table sides without detaching the tablet from the charging docks on the gantry.	1,544 USD
1	14482118	**myExam Care Pro**	9,900 USD

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Qty	Part No.	Item Description	Extended Price
		Advanced patient centric functionalities meant to provide dose personalization features as well as improve the overall patient´s diagnostic experience with the CT equipment. The package contains the following technologies: User-Patient Interaction: - CARE 2D Camera - CARE Moodlight - CARE Breathe Dose: - CARE Dose 4D - CARE kV - X-CARE - CARE Child - CARE Profile - CARE Topo - CARE Filter - CARE Bolus CT - CARE Test Bolus - Flex Dose Profile	
1	14482122	**myNeedle Guide 3D Suite** myNeedle Guide 3D Suite is a complete comprehensive solution that assists you during all kinds of 2D and 3D non-fluoroscopic and 2D fluoroscopic minimal invasive CT-guided interventions from planning the procedure, guiding you during the needle insertion until monitoring the needle approach. myNeedle Guide 3D Suite includes: - myNeedle Guide 3D including all functionality provided with myNeedle Guide 2D - myNeedle Detection - i-Fluoro - i-Joystick - Tablet dock for patient table - X-Ray Foot Switch - Table Side Rails long	41,854 USD
1	14482132	**Large Ceiling Monitor** The space-saving ceiling installation along with the large movement range of the ceiling support allow operating convenience when positioning the monitor.	15,445 USD
1	PSPD250480Y3K	**Surge Protective Device (SPD)**	3,182 USD
1	4SPAS014	**Low Contrast CT Phantom & Holder**	2,704 USD
1	ACCESS_PROTECT	**Access Protection** Scan Protocols are password protected allowing only authorized staff members to access and permanently change protocols	0 USD

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Qty	Part No.	Item Description	Extended Price
1	CARE_DOSE4D	**CARE Dose4D** 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	0 USD
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 USD
1	CARE_BOLUS	**CARE Bolus** Operating mode for CM-enhancement-triggered data acquisition.	0 USD
1	DICOM_SR	**DICOM SR Dose Reports** DICOM structured file allows for the extraction of dose values (CDTIvol, DLP)	0 USD
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 USD
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 USD
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 USD
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 USD
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 USD
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 USD
1	SYNGO_BONE_REMOVAL	**syngo Bone Removal** Simple, automated bone removal functionality for the syngo 3D application. Preconfigured algorithms for angiography and	0 USD

Qty	Part No.	Item Description	Extended Price
		hip/pelvis fracture scenarios are included to facilitate fast removal of bone structure for three dimensional presentation and analysis of CT data.	
1	WORKSTREAM4D	**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 USD
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 USD
1	HD_FOV_70CM	**HD FOV** 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.	0 USD
1	CT_LUNGIMAGING_PUL	**Lung Imaging** Lung Imaging Pro.Pulse: 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 Pro.Pulse leverages Tin Filter Technology to further enhance the delivery of low dose lung cancer screening for high risk populations*. The SOMATOM Pro.Pulse is 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 Pro.Pulse scanner comes with default low dose lung imaging protocols below 1 mSv. *As defined by professional medical societies.	0 USD
1	CT_STELLAR_PUL	**Stellar Low Noise Technology Detector**	0 USD
1	CT_TIN_FILTER_PUL	**SOMATOM Pro.Pulse Tin Filter**	0 USD
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	0 USD

Qty	Part No.	Item Description	Extended Price
		building contractor to assist you in ensuring that your site is ready for installation. Your PM will provide initial and final drawings and will coordinate the scheduling of the equipment, installation, and rigging, as well as the initiation of on-site clinical education.	
1	CT_BTL_INSTALL	**CT Standard Rigging and Installation**	9,360 USD
1	CT_ADDL_RIGGING	**Additional Rigging CT $7,450**	7,450 USD
1	CT_TRADE_IN_ALLOW	**Trade-in proj#2025-2635, deinstall 12/2025 ($32,000)**	-32,000 USD
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 USD
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 end date. If training is not completed within the applicable time period, Siemens obligation to provide the training will expire without refund.	6,864 USD
1	CT_EP2_24	**Essential Training PH 2 (Onsite-24) CT** Up to (24) 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 end date. If training is not completed within the applicable time period, Siemens obligation to provide the training will expire without refund.	8,840 USD
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.	3,744 USD

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

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Qty	Part No.	Item Description	Extended Price
		• 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.	
1	CT_FLEXED	**FlexEd for CT** FlexEd for CT provides the customer with an annual flexible spending credit redeemable for clinical education-specific programs & services offered by Siemens Customer Services. Customers can choose from one of the following clinical education services: One (1) instructor-led class in Cary, NC including airfare and lodging; or one (1) Innovations for Imaging symposium ticket for the Professionals program including airfare and accommodation plus one (1) virtual education subscription with 1,500 points (100 CEUs) on Siemens Healthineers Academy online learning platform. The credit may be applied to any SOMATOM CT system covered under the customer's service contract(s) with Siemens. This educational offering must be completed within 12 months from the purchase date. If training is not completed within the applicable period, Siemens obligation to provide the training will expire without refund.	4,680 USD
1	CT_FY25IB_PROGRAM	**Trade-in Bonus for Def AS or Flash**	-43,000 USD
		System Total	**1,120,816 USD**

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FINANCING: The equipment listed above may be financed through Siemens Financial Services, Inc. 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.

PAYMENT OPTIONS: In order to lower the costs of financial processing for all parties, Siemens encourages the use of electronic funds transfer via the Automated Clearing House (ACH) system. Siemens also accepts certain other forms of payment, but credit card or other surcharge or processing fees may apply. 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 ("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 Purchaser assume that the Purchaser 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 (8:00am-5:00pm), 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: (a) if the conflict or inconsistency is regarding a payment or financial obligation, then the terms and conditions of this Agreement shall control; and (b) if the conflict or inconsistency is regarding any other term or condition (not regarding a payment or financial obligation), then the terms and conditions of the applicable GPO 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://www.siemens-healthineers.com/services/customer-services/connect-platforms-and-smart-enablers/smart-remote-services

'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 Healthineers 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.
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"**Designated Unit**" shall mean a single control unit or computer identified on the first page of the Agreement, on which Software licensed hereunder may be used by Licensee.
2. SCOPE: The following terms and conditions shall apply to all Software and Documentation provided by Licensor to Licensee under the Agreement (whether included with other products listed in the Agreement or listed separately in the Agreement), together with any updates or revisions thereto which Licensor may provide to Licensee, and all copies thereof, except any Software and/or Documentation licensed directly by Licensor's supplier under a separate end-user license agreement accompanying the Software or the Documentation, in which case Licensee agrees to be bound by that license agreement as a condition to using the Software and/or Documentation. Except as expressly provided herein, and provided that in no event shall the warranties or other obligations of Licensor with respect to such Software or Documentation exceed those set forth in this Schedule, this Schedule shall be subject to the liability limitations and exclusions and other terms and conditions set forth in the Agreement. **ANY USE OF THE SOFTWARE, INCLUDING BUT NOT LIMITED TO USE ON THE DESIGNATED UNIT, WILL CONSTITUTE LICENSEE'S AGREEMENT TO THIS SOFTWARE LICENSE SCHEDULE (OR RATIFICATION OF ANY PREVIOUS CONSENT).**
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(c) The Software may contain support for programs written in Java. Java technology is not fault tolerant and is not designed, manufactured, or intended for use or resale as online control equipment in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, or weapons systems, in which the failure of Java technology could lead directly to death, personal injury, or severe physical or environmental damage. Sun Microsystems, Inc. has contractually obligated Licensor's supplier to make this disclaimer.

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

Siemens Healthineers Representative
Nick Szymarek
nikolas.szymarek@siemens-healthineers.com

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-n 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 Seller 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 Seller 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 Purchaser'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.

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Product (New Systems and "ECO" Refurbished Systems Only)	**Period of Warranty**[1]	**Coverage**[2, 4]	**Special Conditions**
CT Systems	12 months	Full Warranty (wear/failure) parts and labor, including key components (not including consumables) PCP: 8:00 am to 5:00 pm. Typical on-site response time: next day or faster	

Post System Warranty for T&M Spare Parts[3]			
Spare Parts (excluding key components)	**Period of Warranty**	**Coverage**[4]	**Special Conditions**
Consumables	Not covered		
Spare parts	6 months	Full credit (100%) wear/failure parts only.	
Key Components	**Period of Warranty**	**Coverage**[4]	**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-seconds whichever occurs first, parts only.	credit percentage = (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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Attachment 4

COMPARISON OF OLD AND NEW CT EQUIPMENT CAPABILITIES

Old System: Siemens Definition AS (Serial No. 67331, Material No. 8098027) – *installed 7/11/14*

- *64-slice CT software (upgraded to 128-slice capabilities)*
- *Used for routine CT scans, CTA, biopsies, drainages, aspirations, and limited cardiac imaging*

New System: Siemens Pro Pulse Dual Source 128x2 = 256-slice

- *Improved efficiency in image acquisition, especially for cardiac imaging*
- *Turbo Flash software allows for long scan coverage in less time*
- *Dedicated Cardiac Package ensures comprehensive cardiac assessments and clinical consistency with ease*
- *New interventional 3D suite package helps technologists and radiologists plan and guide procedures with 2D and 3D images, improving safety during needle insertion and approach*
- *Enhanced resolution with reduced motion artifacts, ensuring better-quality images*
- *All the same scans and procedures, with an optimized cardiac workflow*

This upgrade significantly enhances our imaging capabilities, particularly in high-demand areas like cardiac scans, improving both speed and quality.

From: Nancy Lane
To: Stancil, Tiffany C; Lightbourne, Ena
Cc: Greg Billings; Kelly Ivey
Subject: [External] CT Replacement CVMC Exemption Notice
Date: Tuesday, October 7, 2025 10:24:41 AM
Attachments: CT Replacement 2025 CVMC Final Signed.pdf

Good Morning Tiffany and Ena,

Attached is a required Notice of Exemption for Replacement of a CT scanner at Catawba Valley Medical Center. Please let us know if you have any questions. We appreciate attention and response.

Respectfully,

Nancy

Nancy M. Lane
President

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Take a problem. Make it a feature