



NC DEPARTMENT OF HEALTH AND HUMAN SERVICES

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

VIA EMAIL ONLY

January 29, 2026

Joy Health
jhealth@williamsmullen.com

Exempt from Review – Replacement Equipment

Record #: 5063
Date of Request: January 16, 2026
Business Name: WR Imaging, LLC
Business #: 3169
Project Description: Replace a mobile MRI scanner
County: Wake

Dear Joy Health:

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 Viato mobile MRI scanner to replace the Siemens Espree mobile MRI 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,
Crystal Kearney
Project Analyst

Micheala Mitchell

Micheala Mitchell
Chief

NC DEPARTMENT OF HEALTH AND HUMAN SERVICES • DIVISION OF HEALTH SERVICE REGULATION

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# WILLIAMS MULLEN

Joy Heath  
Direct Dial: 919.981.4074  
jheath@williamsmullen.com

January 16, 2026

*Via Email Only*

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Dear Ms. Mitchell:

Please accept this letter as prior written notice of the intent of WR Imaging, LLC (“WR Imaging”) to replace its Mobile MRI Siemens Espree now operating at the host sites in Holly Springs and Wakefield. As you know, the Department exempts from certificate of need review a new institutional health service if it receives prior written notice explaining why the new institutional health service is required to provide replacement equipment. The information below is intended to confirm the facts relevant to our client WR Imaging’s proposed equipment replacement.

WR Imaging intends to purchase a Siemens Viato 1.5T replacement mobile MRI scanner at a cost of less than \$3,103,500. The replacement mobile MRI scanner will be purchased at a total contract cost of \$2,124,000 for the sole purpose of replacing comparable medical equipment currently in use which will be sold or otherwise disposed of when replaced. The quote from Siemens Medical Solutions USA, Inc. is attached as Exhibit A. No other costs are anticipated in connection with the replacement; once replaced, the Viato mobile MRI is expected to go immediately into operation in place of the previous Espree mobile MRI.

This letter serves to confirm that the mobile MRI scanner is “currently in use” meaning the equipment to be replaced has been used by WR Imaging at least 10 times to provide a health service during the 12 months prior to the date of submission of this written notice.

WR Imaging understands that 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 of the written notice and it was refurbished or reconditioned when acquired. This letter serves to confirm that none of the above statements are applicable to the proposed equipment replacement.

Based on the above, WR Imaging respectfully requests that the Department confirm that it may proceed to acquire a replacement mobile MRI scanner without CON review and that it may utilize a temporary replacement mobile MRI scanner prior to the acquisition of the replacement unit. Thank you for your attention and consideration and please advise if any further information is required.

Very truly yours,

*Joy Heath*

Joy Heath

CC: Parul Galloway, Chief Operating Officer  
Gordon Fields II, Senior MRI Services Manager

# **EXHIBIT A**

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

**Siemens Healthineers Representative**  
 Edwin Winicki - +1 (336) 688-0978  
 edwin.winicki@siemens-healthineers.com

Customer Number: 0000011225

Date: 08/22/2025

**WR IMAGING LLC**  
 3949 BROWNING PLACE  
 RALEIGH, NC 27609

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

<b><u>Table of Contents</u></b>	<b><u>Page</u></b>
MAGNETOM Viato.Mobile - System (Quote Nr. CPQ-1412579 Rev. 4).....	3
General Terms and Conditions.....	19
Software License Schedule.....	29
Trade-In Equipment Requirements.....	32
Warranty Information.....	33

**Contract Total: \$ 2,124,000**  
*(total does not include any Optional or Alternate components which may be selected)*

Proposal valid until 09/30/2025

Estimated Delivery Date: 05/01/2026

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

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

This proposal includes the trade-in of equipment referenced in Trade Sheet Project #2025-2163.

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.

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

This offer is only valid if firm, non-contingent orders for the following quotes are simultaneously placed with Siemens:

- CPQ-1460538
- CPQ-1462051
- CPQ-1461873
- CPQ-1412579
- CPQ-1425296

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CPQ-1517241  
CPQ-1508439  
CPQ-1425209  
CPQ-1425283  
CPQ-1453349

Accepted and Agreed to by:

**Siemens Medical Solutions USA Inc.**

By (sign): \_\_\_\_\_  
Name: Edwin Winicki  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**WR IMAGING LLC**

By (sign): Parul K. Galloway  
Name: Parul K. Galloway  
Title: Chief Operating Officer  
Date: 08/27/2025

***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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**Quote Nr:** CPQ-1412579 Rev. 4

**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 MRI XR0885 is the sole GPO for the purchases described in this Quotation, and (b) the person signing this Quotation is fully authorized under the Customer's policies to choose and indicate for Customer such appropriate GPO.

### MAGNETOM Viato.Mobile - System

All items listed below are included for this system:

Qty	Part No.	Item Description
1	14482920	<p><b>MAGNETOM Viato.Mobile - System</b></p> <p>MAGNETOM Viato.Mobile - Our mobile 1.5T MRI scanner gives you the flexibility to decide, every day, where your services are needed most. And because every patient deserves the highest quality care regardless of location, MAGNETOM Viato.Mobile offers the full performance of our most powerful 1.5T.</p> <p>System Design</p> <ul style="list-style-type: none"> <li>- Short and open appearance (145 cm total system length cover-to-cover and 70 cm Open Bore Design) to reduce patient anxiety and claustrophobia</li> <li>- Superconductive Zero Helium Boil-Off 1.5T magnet</li> <li>- TrueForm Magnet and Gradient Design</li> <li>- Actively Shielded water-cooled Siemens gradient system for maximum performance</li> </ul> <p>Evolving from Total imaging matrix, MAGNETOM Viato.Mobile comprises a new technology that addresses the intrinsic biovariability in humans - BioMatrix Technology.</p> <p>Tim 4G (Total imaging matrix in the 4th generation) for excellent image quality and speed</p> <ul style="list-style-type: none"> <li>- Siemens unique DirectRX technology enabling all digital-in/digital-out design</li> <li>- Dual-Density Signal Transfer Technology</li> </ul> <p>Push-button exams with GO technologies</p> <p>Select&amp;GO DotGO/ myExam Companion Recon&amp;GO</p>

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Qty	Part No.	Item Description
		MR View&GO
		<p>Tim Application Suite allowing excellent head-to-toe imaging for</p> <ul style="list-style-type: none"> <li>- Neuro</li> <li>- Angio</li> <li>- Cardiac</li> <li>- Body</li> <li>- Onco</li> <li>- Breast</li> <li>- Ortho</li> <li>- Pediatric</li> <li>- Scientific</li> </ul> <p>Further included</p> <ul style="list-style-type: none"> <li>- High performance host computer and measurement and reconstruction system</li> <li>- Patient communication including headphones</li> <li>- Turbo Suite Essential</li> <li>- syngo MR software including</li> <li>- 1D/2D PACE</li> <li>- BLADE</li> <li>- Phoenix</li> <li>- Inline Diffusion</li> <li>- MDDW (Multiple Direction Diffusion Weighting)</li> <li>- CISS</li> <li>- DESS</li> <li>- TGSE</li> <li>- Offline Composing</li> </ul> <p>The MAGNETOM Viato.Mobile can be installed within a trailer provided by an external SHS certified vendor (e.g. Lamboo or SMIT) (additional certification activities needed for non-certified vendors). The transportation capability is limited to 500000 roadmiles (or 800000 km) and need to be monitored between trailer vendor and regional Siemens entity or customer. Transporting the MRI system with the magnetic field on allows for immediate use upon arrival, eliminating shutdown and setup time and additional manpower.</p> <p>For more details please check planning guide.</p>
1	14460161	<p><b>MR General Engine #Vi</b></p> <p>syngo.MR General Engine extends Numaris/X by adding dedicated workflows and tools for routine and advanced reading of MR examinations.</p> <p>A generic MR Basic workflow is provided, as well as specific MR Neurology, MR Prostate Reading, MR Breast Reading, and MR Cardio-Vascular workflows.</p>

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Qty	Part No.	Item Description
1	14475308	<p><b>myExam Brain Assist</b> myExam Brain Assist provides guided and flexible workflows. Optimized scan strategies are provided and can be selected based on the patient's condition, which allows for reproducible, high image quality and time efficient exams. The built-in flexibility allows users to change predefined strategies at any time during the brain workflow, and to personalize to the individual patient's condition and clinical need. myExam Brain Assist is customizable to the site-specific standards of care.</p>
1	14475309	<p><b>myExam Spine Assist</b> myExam Spine Assist provides guided and flexible workflows for cervical, thoracic and lumbar spine. Optimized scan strategies are provided and can be selected based on the patient's condition, which allows for reproducible, high image quality and time efficient exams. The built-in flexibility allows users to change predefined strategies at any time during the spine workflow, and to personalize to the individual patient's condition and clinical need. myExam Spine Assist is customizable to the site-specific standards of care.</p>
1	14475310	<p><b>myExam Large Joint Assist</b> myExam Large Joint Assist provides guided and flexible workflows for knee, hip and shoulder. Optimized scan strategies are provided and can be selected based on the patient's condition, which allows for reproducible, high image quality and time efficient exams. The built-in flexibility allows users to change predefined strategies at any time during the scan workflow, and to personalize to the individual patient's condition and clinical need. myExam Large Joint Assist is customizable to the site-specific standards of care.</p>
1	14482834	<p><b>myExam Brain Autopilot</b> myExam Brain Autopilot provides simplified scan workflow to scan brain MRI at high quality with just a few simple clicks. By using Autoalign Head to plan the scan regions automatically, it takes away burdensome routine tasks for all technologists. Predefined automated protocols allow users to scan with no manual adjustments. A new and intuitive user interface simplifies scanning so that exams can be performed easily. This new approach to operate MRI helps any user to generate consistent, comprehensive results. myExam Brain Autopilot is customizable to the site-specific standards of care.</p>
1	14482835	<p><b>myExam Knee Autopilot</b> myExam Knee Autopilot provides simplified scan workflow at high quality with just a few simple clicks. By using Autoalign Knee to plan the scan regions automatically, it takes away burdensome routine tasks for all technologists. Predefined automated protocols allow users to scan with no manual adjustments.</p>

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Qty	Part No.	Item Description
		<p>A new and intuitive user interface simplifies scanning so that exams can be performed easily. This new approach to operate MRI helps any user to generate consistent, comprehensive results.</p> <p>myExam Knee Autopilot is customizable to the site-specific standards of care.</p>
1	14441748	<p><b>Quiet Suite #T+D</b> Quiet Suite enables complete, quiet examinations for neurology and orthopedics with at least 70% reduction in sound pressure levels.</p>
1	14460227	<p><b>Tim Planning Suite #Vi</b> With the Tim Planning Suite, multiple regions in the entire body can be examined in a minimum of time through measurement planning on a single FoV of any desired size.</p>
1	14456329	<p><b>syngo TimCT FastView #Vi</b> TimCT FastView is the "one go" localizer for the whole body or large body regions such as the whole spine or the whole abdomen. It acquires the complete extended Field of View in one volume with isotropic resolution. Transverse, coronal and sagittal reformats of the volume are calculated Inline and displayed for planning subsequent exams.</p> <ul style="list-style-type: none"> <li>- Inline reconstruction of the localizer images during the scan.</li> <li>- Localizing images in three planes over the maximum Field of View available for subsequent planning in all orientations.</li> <li>- TimCT FastView runs without laser light positioning to further streamline the workflow for several indications.</li> </ul>
1	14460160	<p><b>Advanced Diffusion #Vi</b> QuietX DWI and RESOLVE together make up the Advanced Diffusion package.</p> <p>QuietX DWI enables quieter diffusion-weighted imaging of the brain with up to 70% reduction in sound pressure relative to conventional diffusion-weighted imaging.</p> <p>RESOLVE (Readout Segmentation Of Long Variable Echo-trains) is a multi-shot, readout segmented EPI sequence for high-resolution, low-distortion diffusion-weighted imaging (DWI). This technique is largely insensitive to susceptibility effects, providing anatomically accurate diffusion imaging for the brain, spine, breast and prostate. In combination with syngo.MR Tractography, RESOLVE enables excellent white-matter tract imaging even in regions of high susceptibility, such as the spine.</p>
1	14456327	<p><b>WARP &amp; Advanced WARP #Vi</b> WARP and Advanced WARP (SEMAC) integrates different</p>

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Qty	Part No.	Item Description
		techniques tailored to reduce susceptibility artifacts caused by orthopedic MR-conditional metal implants.
1	14456237	<p><b>Advanced Cardiac incl. PSIR #Vi</b> This package contains special sequences and protocols for advanced cardiac imaging including 3D and 4D BEAT functionalities. It supports advanced techniques for ventricular function imaging, dynamic imaging, tissue characterization, coronary imaging, and more.</p>
1	14456323	<p><b>Inline Composing syngo #Se</b> Automatic anatomical or angiographic composing of multiple adjacent coronal or sagittal images for presentation and further evaluation. Composed images can be automatically loaded into Graphical Slice Positioning for scan planning purposes.</p>
1	14475447	<p><b>syngo Expert-i XA50/XA51</b> This software application enables remote access to the system (connected via local area network) for planning and processing.</p>
1	14482921	<p><b>Tim [204x48] XJ Gradient #VM</b> Tim [204x48] XJ-gradients performance level Tim 4G's RF system and innovative coil architecture enables high-resolution imaging and increased throughput. The system provides a maximum number of 204 channels (coil elements) that can be connected simultaneously. Flexible parallel imaging is achieved by the standard 48 independent RF channels that can be used simultaneously in one single scan and in one single FOV, each generating an independent partial image.</p> <p>XJ - gradients Max. amplitude: 57 mT/m (Actual 33 mT/m for every gradient axis) Max. slew rate: 216 T/m/s (Actual 125 T/m/s for every gradient axis) Min. rise time from 0 to 57 mT/m: 264 <math>\mu</math>s</p> <p>Note: max. amplitude and max. slew rate achieved through vector addition of all three gradient axes simultaneously, actual maximum amplitude of 33 mT/m and actual maximum slew rate of 125 T/m/s are achievable simultaneously along each axis.</p> <p>The XJ gradients are designed for high performance and linearity to support clinical whole body imaging at 1.5T. The force compensated gradient system minimizes vibration levels and acoustic noise.</p> <p>High-performance measurement and reconstruction system.</p>
1	14482923	<p><b>Coil Package Tim [204x48] #VM</b></p>

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Qty	Part No.	Item Description
		<p>This package includes (if not exchanged with different variants via respective quote items):</p> <ul style="list-style-type: none"> <li>- BioMatrix Head/Neck 20 tiltable with CoilShim</li> <li>- BioMatrix Spine 32 with Respiratory Sensors</li> <li>- Body 18</li> <li>- Flex Large 4</li> <li>- Flex Small 4</li> <li>- Flex Coil Interface</li> </ul>
1	14456328	<p><b>BioMatrix Technology #Vi</b></p> <p>The new and unique BioMatrix technology addresses the different aspects of patient bio-variability. It is based on three technological clusters:</p> <ul style="list-style-type: none"> <li>- BioMatrix Sensors address patient physiology, in order to anticipate challenges</li> <li>- BioMatrix Tuners address patient anatomy, in order to adapt to all patients, especially critical ones.</li> <li>- BioMatrix Interfaces address user interaction with the patient, to accelerate the workflow in the face of patient variability.</li> </ul>
1	14482952	<p><b>BioMatrix Respiratory Sensors#VM</b></p> <p>Highly integrated BioMatrix Respiratory sensors measure the patient's breathing cycle in head-first and feet-first orientation.</p>
1	14482953	<p><b>BioMatrix Coil Shim #VM</b></p> <p>BioMatrix CoilShim helps to reduce patient induced strongly localized B0 inhomogeneities by dedicated local shim channels.</p>
1	14470794	<p><b>BioMatrix SliceAdjust #BM</b></p> <p>BioMatrix SliceAdjust helps to avoid station boundaries and apparent broken spine artifacts as well as to preserve the SNR for whole-body diffusion.</p>
1	14482925	<p><b>BioMatrix Table #VM</b></p> <p>The new BioMatrix Table is designed for smooth patient preparation, high patient comfort and easy cleanability. The unique design of the BioMatrix table can support up to 250 kg (550 lbs) without restricting the vertical or horizontal movement.</p>
1	14482954	<p><b>BioMatrix Select &amp; GO #VM</b></p> <p>The BioMatrix Select&amp;GO interface enables fast and easy single-touch patient positioning from both sides of the patient table. The interfaces are integrated left and right into the front covers. Correct positioning saves unnecessary wasted time for repositioning and additional adjustments, therefore shortening the total room time.</p>
1	14482924	<p><b>Pure White Design #VM</b></p> <p>MAGNETOM Viato.Mobile is available in two different light and</p>

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Qty	Part No.	Item Description
		appealing design variants which perfectly integrate into different environments. The Silver & White Design Variant comprises a brilliant white front design ring with integrated unique Select&GO panels. The smoothly embracing deco area on the left side The table cover is presented also in the same color and material selection.
1	14456270	<b>PC Keyboard US English #Vi</b> Standard PC keyboard with 105 keys.
1	14482929	<b>High-End Computing [204x48] #VM</b> Tim 4G power computing upgrade for MAGNETOM Viato.Mobile Tim [204x48]. This upgrade brings a high-end image reconstruction computer to the Tim [204x48] configuration.
1	14456238	<b>Peripheral Pulse Unit #Vi</b> Peripheral Pulse Unit for Pulse Triggering
1	14482928	<b>SW syngo MR XA51A</b> syngo MR XA51A is the new software platform, bringing the latest features and functionality for daily clinical excellence. syngo MR XA51A guides and enables the user throughout the entire workflow: from patient registration; patient set up with guided workflows on the Select&GO; protocol management and selection; image acquisition and viewing; data handling; and post processing and reporting. This software together with the hardware enables diagnostic excellence for your daily clinical needs.  The syngo MR XA51A platform offers myExam Companion which introduces a new MRI operation philosophy by providing built-in expertise and automation for users and clinical questions. myExam Companion provides different workflow modes for tailored assistance: myExam Autopilot, myExam Assist and myExam Cockpit. No matter the user or patient, myExam Companion helps generate consistent, comprehensive results.
1	14461619	<b>Turbo Suite Essential #BM</b> Turbo Suite Essential comprises established acceleration techniques to maximize productivity for all contrasts, orientations and all routine imaging applications from head-to-toe.
1	14402527	<b>SWI #Tim</b> Susceptibility Weighted Imaging is a high-resolution 3D imaging technique for the brain with ultra-high sensitivity for microscopic magnetic field inhomogeneities caused by deoxygenated blood, products of blood decomposition and microscopic iron deposits. Among other things, the method allows for the highly sensitive proof of cerebral hemorrhages and the high-resolution display of venous cerebral blood vessels.

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Qty	Part No.	Item Description
1	14456275	<p><b>FREEZEit+ #Vi</b> The FREEZEit+ Body Package contains three robust sequences for advanced imaging: TWIST, TWIST-VIBE and StarVIBE.</p> <ul style="list-style-type: none"> <li>- TWIST is a Siemens unique sequence for time-resolved (4D) MR angiographic and dynamic imaging in general with high spatial and temporal resolution.</li> <li>- TWIST-VIBE is a fast, high-resolution 4D imaging sequence, e.g. for multi-arterial liver imaging.</li> <li>- StarVIBE is a motion-insensitive VIBE sequence using a stack-of-stars trajectory.</li> </ul>
1	14409198	<p><b>Native syngo #Tim</b> Integrated software package with sequences and protocols for non-contrast-enhanced 3D MRA with high spatial resolution. syngo NATIVE particularly enables imaging of abdominal and peripheral vessels and is an alternative to MR angiography techniques with contrast medium, especially for patients with severe renal insufficiency.</p>
1	08464740	<p><b>Flow Quantification #Tim</b> Special sequences for quantitative assessment of flow i</p>
1	14456247	<p><b>syngo.MR Cardiac Flow #1</b> syngo.MR Cardiac Flow processes velocity-encoded MR images to evaluate blood flow dynamics e.g. in the heart and the great vessels. The application generates quantitative results for physicians in the diagnostic process. The MR cardiac interactive reporting template is included.</p>
1	14430491	<p><b>Body 18 long #Ae</b> The new Tim 4G coil technology with Dual Density Signal Transfer and SlideConnect Technology combines key imaging benefits: excellent image quality, high patient comfort, and unmatched flexibility:</p> <ul style="list-style-type: none"> <li>- 18 channels (inherent) or more, if the coil is combined with other coils</li> <li>- Dual Density Signal Transfer</li> <li>- Ultra light-weight</li> <li>- SlideConnect Technology</li> </ul> <p>The 18-channel coil with its 18 integrated pre-amplifiers ensures excellent signal-to-noise ratio. The 18 coil elements provide extensive coverage in all directions. The single SlideConnect plug allows for fast and easy patient preparation. The coil's extended cable allows for more flexibility in connector selection which is especially helpful if multiple flexible coils need to be combined and challenging imaging set-ups need to be supported like in therapy imaging (e.g. for combined head-neck exams). The light-weight coil ensures highest patient comfort.</p>

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Qty	Part No.	Item Description
		<p>The Body 18 1.5T long features:</p> <ul style="list-style-type: none"> <li>- 18-element design with 18 integrated preamplifiers (3 clusters of 6 elements each)</li> <li>- Operates in an integrated fashion with the Spine 32 as an 30 channel body coil (not in combination with the Combi Dockable Table)</li> <li>- Can be combined with further coils for larger coverage</li> <li>- Can be positioned in different orientations (0°, 90°, 180°, 270°) for patient specific adaptations</li> <li>- No coil tuning</li> <li>- iPAT compatible in all directions</li> </ul> <p>The highly flexible design supports a wide variety of applications including:</p> <ul style="list-style-type: none"> <li>- Thorax (incl. heart)</li> <li>- Abdomen</li> <li>- Pelvis</li> <li>- Hip</li> </ul>
1	14416961	<p><b>Hand/Wrist 16 #Ae</b></p> <p>The new Tim 4G coil technology with Dual Density Signal Transfer and SlideConnect Technology combines key imaging benefits: excellent image quality, high patient comfort, and unmatched flexibility.</p> <p>Hand/Wrist 16 for examinations of the left or right hand and wrist region consists of a base plate and an iPAT compatible 16-channel coil and allows high-resolution imaging of the wrist and the hand within one examination. Hand/Wrist 16 will be connected via a SlideConnect plug for fast and easy patient preparation.</p>
1	14416962	<p><b>Foot/Ankle 16 #Ae</b></p> <p>The new Tim 4G coil technology with Dual Density Signal Transfer and DirectConnect Technology combines key imaging benefits: excellent image quality, high patient comfort, and unmatched flexibility.</p> <p>Foot/Ankle 16 for examinations of the left or right foot and ankle region consists of a base plate and an iPAT compatible 16-channel coil and allows high-resolution imaging of the foot and ankle within one examination. Foot/Ankle 16 is a cable-less coil and will be connected via DirectConnect for fast and easy patient preparation.</p>
1	14460428	<p><b>ACR Phantom Holder</b></p>
1	14456241	<p><b>Separator 60kW/75kW #Vi</b></p> <p>The SEP (Separation cabinet) has to be used if a central hospital chilled water supply is available or if a chiller of any brand/type is</p>

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Qty	Part No.	Item Description
		<p>already available.</p> <p>The SEP is the interface between the on-site water chiller (of any brand or type) or the interface to the central hospital cooling water supply.</p> <p>For the above-mentioned cases the SEP is mandatory!</p> <p>In these cases, the primary water specifications must fulfill the requirements:            XJ: 45kW; water temperature: 6 - 14°C            XQ: 60kW; water temperature: 6 - 14°C            XT: 75kW; water temperature: 6 - 12°C</p> <p>For all gradient systems:            Flow: 100+-10l/min; pH value 6-8; max working pressure 6 bar.</p> <p>Dimensions: 1950mm x 650mm x 650mm (height x width x depth)            Weight: approx. 350kg</p>
1	14460249	<p><b>UPS system #Vi</b></p> <p>UPS system Liebert GXT5 3000IRT2UXLE for MAGNETOM NumX systems for safeguarding computers. Including Power Cable of 9 m for connecting the UPS.            Power output: 3.0 kVA / 3 kW            Bridge time: 3 min full load / 12 min half load            Input voltage: 230 VAC</p>
1	14456316	<p><b>UPS Battery module (Libert GXT4 BATT)</b></p> <p>UPS battery module Liebert GXT5 72VBATTE for MAGNETOM Aera, Skyra, Prisma, ESSENZA, Amira, Spectra, C! for safeguarding computers.            Extension for: Liebert GXT5 3000IRT2UXLE (14456315)            Battery type: Closed, maintenance-free            Extension of the bridge time to: 21 minutes full load / 48 min half load with one module            Dimensions (H x D x W): Battery module: 430 x 540 x 85 mm</p> <p>Weight: approx. 30 kg</p>
1	14456228	<p><b>System Start Timer #Vi</b></p> <p>Timer clock that can be installed together with the MAGNETOM MR system to start the system automatically at user-definable times, eliminating waiting times during system boot up.</p>
1	14482972	<p><b>Deep Resolve Pro Package (ELEVATE)</b></p> <p>The Deep Resolve Pro Package combines various applications which use intelligent reconstruction algorithms and Deep Learning networks to reconstruct accelerated images with higher signal to noise ratio and better image sharpness.</p>

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Qty	Part No.	Item Description
1	14460192	<p><b>Shoulder Shape 16 (ELEVATE)</b> The Shoulder Shape 16 combines the known benefits of Tim 4G coil technology with new highly flexible materials, resulting in unmatched image quality, high patient comfort and easy handling. The Shoulder Shape 16 for examinations of the left or right shoulder consists of an iPAT-compatible 16-channel shoulder coil in a flexible shoulder cup that can be shaped around small and large shoulders. An L-shaped cushion for easy positioning of the patient is included. The 16-element coil with 16 integrated pre-amplifiers ensures maximum signal-to-noise ratio. Shoulder Shape 16 will be connected via a SlideConnect plug for fast and easy coil set-up and patient preparation.</p>
1	14461543	<p><b>Tx/Rx Knee 18 (ELEVATE)</b> New 18-channel transmit/receive coil optimized for knee imaging. The spacious design with a flared opening towards the thigh allows scanning even of large and swollen knees with exceptional image quality and signal to noise ratio. Main features : - 18-element design (3x6 coil elements) with 18 integrated preamplifiers - iPAT-compatible - SlideConnect Technology</p>
1	14407261	<p><b>MR Workplace Container, 50cm</b> 50 cm wide extra case for the syngo host computer with sliding front door to allow change of storage media (CD/DVD/USB).</p>
1	MR_MOB_RIG_I NST	<b>MR Mobile Rigging and Installation</b>
1	MR_CRYO	<b>Standard Cryogens</b>
1	MR_PM	<p><b>MR Project Management</b> A Siemens Project Manager (PM) will be the single point of contact for the implementation of your Siemen's equipment. The assigned PM will work with the customer's facilities management, architect or building contractor to assist you in ensuring that your site is ready for installation. Your PM will provide initial and final drawings and will coordinate the scheduling of the equipment, installation, and rigging, as well as the initiation of on-site clinical education.</p>
1	MR_PREINST_F IXED	<b>T+D Preinstall kit for fixed table</b>
1	MRIMAB_100	<b>MRI Armboard w/ Pad</b>

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Qty	Part No.	Item Description
1	NC149030	<p><b>NeoCoil Breast Coil, 1.5T</b></p> <p>The NeoCoil 16ch Breast Coil is a phased array coil for imaging structures of the breast, axilla and chest wall. The 16ch Breast Coil includes a coil support structure, patient support structure, biopsy components and comfort pads. The 16ch Breast Coil supports both diagnostic and biopsy imaging modalities while accommodating various anatomic shapes and sizes.</p> <p>Coil Coverage: 36cm R/L, 20cm A/P, 24cm S/I Kit Includes: Medial Array, Lateral Array Left, Lateral Array Right, Baseplate Assy including system cable, Pad Kit, Accessories Kit</p> <p>Installation: Installation quoted separately Warranty: 1-year warranty through NeoCoil</p>
1	NC_INSTALL_A PPS	<p><b>NeoCoil Breast Coil Install, Basic Apps</b></p> <p>On-site installation and basic Applications training for the 16-Channel NeoCoil Breast Coil including: installation of the coil file on the scanner, a quality check of the coil, and demonstration on coil setup and patient positioning. Includes all travel expenses. Continental US only.</p>
1	MR_MOBILE_IN T	<p><b>MR Mobile Integration</b></p>
1	BMRXP200	<p><b>BAYER MEDRAD MRXperion</b></p> <p>The MRXperion injector has the following features: Streamlined Injection Workflow Enhanced Point of Care - On-board eGFR and Weight Based Dosing Calculators, an Injection Pressure Graph, and independent Test Inject and KVO functions. Informatics-ready - Connect with the Radimetrics Enterprise Platform for automated documentation, advanced analytics and viewable patient histories to facilitate standardized injection protocols and enhanced operational consistency. Maximized Uptime Support - Connect to VirtualCare Remote Support for advanced injector system diagnostics, seamless software updates, and fast repairs.</p> <p>Price includes installation, training and one year warranty through Bayer Healthcare.</p>
1	B86627507	<p><b>Bayer mobile injector hardware</b></p> <p>Hardware used to secure a Bayer injector during mobile transport. The hardware is attached to the wall of the mobile coach and secures the pedestal and injector head during transport.</p>

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Qty	Part No.	Item Description
1	BMRXPENPNL	<p><b>MRXperion penetration panel</b> Includes penetration panel and installation by Bayer.</p> <p>To be selected only if the customer has no wall outlets in the MR suite and requires the power to be sourced from outside the room.</p>
1	MR_TRADE_IN_ALLOW	<b>Trade-in proj# 2025-2163, deinstall 3/2026 (\$232,300)</b>
1	MR_KTTAMST_VM	<p><b>AMST Viato.Mobile Trailer TB-25-1162-R1 \$693,526</b> Advanced Mobility Specialty Trailers (AMST) by Kentucky Trailer (KTT) mobile MR trailer for use with the Siemens Healthcare MAGNETOM Viato.Mobile 1.5T Open Bore MRI System. The trailer is pending certification of compatibility by Siemens Healthineers for the combined use with the MAGNETOM Viato.Mobile.</p>
1	MR_EXTEND_WARRANTY	<b>6 Month BL Funded Extension \$72,729</b>
1	MR_BNDL_BASIC	<p><b>MR EDU Basic Bundle</b> The Basic Essential Education Bundle supports you after your Siemens MAGNETOM system purchase. Designed for experienced Siemens MAGNETOM users, it offers flexible training solutions tailored to your goals. The bundle includes:</p> <ul style="list-style-type: none"> <li>•Customized Education Planning</li> <li>•12-Month e-learning Subscription</li> <li>•Protocol Optimization: Up to 16-hours of protocol building by an education specialist.</li> <li>•FlexEd(Choose one option per FlexEd): (1) Innovations Ticket w/airfare &amp; lodging (single track only), (1) Classroom Registration – Single Attendee-Travel/Lodging Not Included, (1) 4-hr Virtual Workshop, or (1) Remote 12-hr Session</li> <li>•Onsite Initial Training: Up to 24 hours.</li> <li>•Onsite Follow-up Training: Up to 24 hours.</li> <li>•Advanced Education Support Premium(AES+): Ongoing supplemental educational support from an Advanced Clinical Education Specialist(CES) for one year, offering access to remote support with a CES within 24-48 hours upon request, subject to availability, during standard business hours (M-F, 8am-8pm EST). Remote sessions are offered in 2-hour blocks. Requires SRS/SRA setup. If Siemens Healthineers determines, in its sole discretion, that the required educational support cannot be provided remotely, onsite support may be offered. Onsite support assurance is limited to a maximum of (8) hours per instance, provided during standard business hours (M-F, 8am-5pm, Customer's local time zone), and subject to availability. AES is exclusive to the system's functional location number; support for additional systems requires separate purchase. Scheduling limitations and exclusions may apply to this offering at Siemens Healthineers' sole discretion. This offering</li> </ul>

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Qty	Part No.	Item Description
		<p>supplements, and does not include or substitute for, core system training or other educational services. These offerings must be completed (12) months from install end date. If not completed within the applicable time period, Siemens' obligation to provide the training will expire without refund.</p>
1	MR_GREEN_PKG	<p><b>MR Green Package</b> MRI Green Package Enhances environmental sustainability of equipment by reducing emissions.</p> <p>Eco Power Mode reduces power consumption by up to 12% with Eco Power Mode alone.</p> <p>Eco Gradient Mode reduces scope 2 emissions by up to 7%.</p> <p>System Start-Up Timer reduces scope 2 emissions in non-productive times.</p> <p>Zero Helium Boil-Off technology - No helium refill for a lifetime and up to 37 % reduction in helium inventory compared to the previous scanner generation.</p> <p>Environmental Product Declaration provides environmental relevant information of product and packaging material, operating, cleaning and disposal data as well as life cycle impact information.</p> <p>Results were achieved by Siemens Healthineers using both standard and optional features. There can be no 'typical' hospital setting (case mix, system type, etc.) and so results by users may vary with no guarantee that the same results can be achieved.</p>
1	14470739	<p><b>Turbo Suite Excelerate (ELEVATE)</b> Turbo Suite Excelerate comprises access to cutting edge acceleration techniques such as Simultaneous Multi-Slice, and Compressed Sensing for static 2D and static 3D imaging applications in Neuro, MSK and Body MRI</p>
1	MR_NTC_CUST OM	<p><b>Customized Outpatient Solution</b> The Siemens Healthineers Outpatient Care team is committed to taking Customer's vision to reality. Understanding that Customer's needs are unique, a detailed Statement of Work (SOW) is attached to this quotation.</p> <p>The Statement of work outlines the following: Work to be completed Deliverables by Siemens Healthineers Cost Project Timelines</p>

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<b>Qty</b>	<b>Part No.</b>	<b>Item Description</b>
1	MR_PR_ELEVA TE_2	<b>MR Elevate Program</b>

**System Total**                      **\$ 2,124,000**

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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".

## 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.

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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 an 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:

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(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

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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

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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**

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**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

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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

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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

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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.

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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.

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

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

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

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

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

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

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

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

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

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

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Revised 03/15/05

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## 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 THIS QUOTATION VIA A CHANGE ORDER. THESE REQUIREMENTS ARE IN ADDITION TO ANY OTHER REFERENCED TERMS AND CONDITIONS OF THE QUOTATION AND SHALL REMAIN IN EFFECT REGARDLESS OF ANY CONTRARY LANGUAGE IN THE QUOTATION.**

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

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

Purchaser further acknowledges and agrees that (i) the trade-in equipment will be free and clear of all liens and encumbrances including, but not limited to, unpaid leases and loans, and that upon request, it will execute a bill of sale or other documents reasonably satisfactory to 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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## MR Warranty Information

Product (New Systems and "ECO or Circuline" Refurbished Systems Only)	Period of Warranty <sup>1</sup>	Coverage <sup>2,4</sup>	Special Conditions
MR 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	MAGNETOM Sempra, Free.MAX, Free.STAR and Flow systems require Smart Remote Services (SRS) Connection prior to system installation.
FIT Upgrades: MAGNETOM Avanto/Skyra Fit, BioMatrix, MAGNETOM Sola/Vida/Cima.X Fit 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	Fit Upgrade warranty excludes Magnet, Magnet Refrigeration System (Magnet Care), Liquid Helium Refills and Gradient Coil (if the Gradient Coil is not replaced with the Fit upgrade).

Post System Warranty for T&M Spare Parts <sup>3</sup>			
Spare Parts (excluding key components)	Period of Warranty	Coverage <sup>4</sup>	Special Conditions
Consumables	Not covered		
Spare parts	6 months	Full credit (100%) wear/failure parts only.	
Key Components	Period of Warranty	Coverage <sup>4</sup>	Special Conditions
Magnet	12 months	Parts only	

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,

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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.

**From:** [Mitchell, Micheala L](#)  
**To:** [Waller, Martha K](#)  
**Cc:** [Kearney, Crystal](#)  
**Subject:** FW: [External] Prior Written Notice - Replacement Equipment [WMIMAN-IWOVRIC.FID2746306]  
**Date:** Friday, January 16, 2026 2:29:31 PM  
**Attachments:** [Replacement Equipment Prior Written Notice.pdf](#)  
[image001.png](#)

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Martha,

Would you mind logging this in Tiffany's absence and assigning it to Crystal?

Thanks,

**Micheala Mitchell, JD**

*(she/her/hers)*

Section Chief, Healthcare Planning and CON Section  
Division of Health Service Regulation  
North Carolina Department of Health and Human Services

Physical Address:

1915 Health Services Way, 2<sup>nd</sup> Floor  
Raleigh, NC 27607



2704 Mail Service Center  
Raleigh, NC 27699-2704

Office: 919 855 3879

[Micheala.Mitchell@dhhs.nc.gov](mailto:Micheala.Mitchell@dhhs.nc.gov)

-  
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**From:** Combs, Allison <[scombs@williamsmullen.com](mailto:scombs@williamsmullen.com)>  
**Sent:** Friday, January 16, 2026 2:24 PM  
**To:** Mitchell, Micheala L <[Micheala.Mitchell@dhhs.nc.gov](mailto:Micheala.Mitchell@dhhs.nc.gov)>; Kearney, Crystal

<crystal.kearney@dhhs.nc.gov>; Waller, Martha K <martha.waller@dhhs.nc.gov>

**Cc:** Parul Galloway (PGalloway@WakeRad.com) <pgalloway@wakerad.com>; gfields@WakeRad.com

**Subject:** [External] Prior Written Notice - Replacement Equipment [WMIMAN-IWOVRIC.FID2746306]

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Good afternoon,

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Kind regards,

Allison Combs



**S. Allison Combs** (she/her)

*Paralegal*

T 919.981.4087

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