North Carolina Department of Health and Human Services
Division of Health Service Regulation

Pat McCrory
Governor

Aldona Z. Wos, M.D.
Ambassador (Ret.)
Secretary DHHS

Drexdal Pratt
Division Director

July 23, 2014

James Roskelly, Executive Vice President
Cone Health
1200 North Elm Street
Greensboro, NC 27401-1020

Exempt from Review – Replacement Equipment

Facility:	The Moses H. Cone Memorial Hospital
Project Description:	Replace Positron Emission Tomography (PET/CT) Scanner
County:	Guilford
FID #:	943494

Dear Mr. Roskelly:

In response to your letter of July 1, 2014, the above referenced proposal is exempt from certificate of need review in accordance with N.C.G.S 131E-184(a)(7). Therefore, you may proceed to acquire, without a certificate of need, the Siemens Biograph mCT Flow20 System to replace the existing GE Discovery ST PET/CT (Serial # 793884) System. Furthermore, during the construction/installation phase required to replace the PET/CT system, you may also proceed, without a certificate of need, to utilize a temporary mobile GE Discovery ST4 PET/CT scanner leased from DMS Health Technologies. This determination is based on your representations that the existing unit will be removed from North Carolina and will not be used again in the State without first obtaining a certificate of need; and the total inventory of Cone Health's operational PET/CT scanners will not increase at any time either during or after project completion. Further, please be advised that as soon as the replacement equipment is acquired, you must provide the CON Section and the Medical Facilities Planning Branch with the serial number of the new equipment to update the inventory, if not already provided.

Moreover, you need to contact the Construction Section of the Division of Health Service Regulation to determine if they have any special requirements for the proposed project.

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

Sincerely,

Celia C. Inman
Project Analyst

Martha J. Frisone, Interim Chief
Certificate of Need Section

cc: Medical Facilities Planning Branch, DHSR
Construction Section, DHSR
Acute and Home Care Licensure and Certification Section, DHSR

www.ncdhhs.gov • www.ncdhhs.gov/dhsr
Tel (919) 855-3873 • Fax (919) 733-8139
Location: Edgerton Building, 809 Ruggles Drive • Raleigh, NC 27603
Mailing Address: 2704 Mail Service Center • Raleigh, NC 27699-2704
An Equal Opportunity/ Affirmative Action Employer

CONE HEALTH
The Network for Exceptional Care

1200 North Elm Street
Greensboro, NC 27401-1020
336.832.8199
www.conehealth.com

July 1, 2014

Ms. Martha Frisone, Interim Section Chief
Ms. Celia Inman, Project Analyst
Certificate of Need Section
Division of Health Service Regulation
2704 Mail Service Center
Raleigh, NC 27699-2704

RE: Facility ID # 943494

Dear Ms. Frisone and Ms. Inman:

Pursuant to Section §131E-184 (a)(7) – Exemptions From Review – of the Certificate of Need Statute, I am writing to inform you of Cone Health's plans to replace its positron emission tomography (PET/CT) scanner currently operating at Wesley Long Hospital. The replacement PET/CT scanner, which will also be owned and operated by Cone Health, is planned to be placed in service in August 2014. The equipment being replaced will be taken out of service, removed from North Carolina by Siemens, and used as a trade-in for the new, replacement equipment, as noted on page 6 of the equipment quote provided in Exhibit 4.

The replacement PET/CT scanner, a Siemens Biograph mCT Flow20 System, will cost $1,500,250, and the new scanner will be functionally comparable to the equipment being taken out of service. The proposed capital costs for the planned equipment replacement are detailed in Exhibit 1, and include $325,000 in construction costs, and $45,000 for the lease of a temporary PET/CT for one month, for a total project cost of $1,870,250.

In order to provide for patient needs during the one month construction and installation phase, Cone Health will utilize a temporary mobile PET/CT scanner to housed in a trailer that will be parked on the Wesley Long Hospital campus adjacent to the short stay discharge area (see Exhibit 2). The temporary mobile PET/CT scanner will be leased from DMS Health Technologies at a cost of $45,000 per month, for one month, which is included in the total project cost for comprehensiveness. Once the replacement equipment is installed, the leased mobile PET/CT scanner will be returned to the vendor. Exhibit 3 attached to this letter provides a comparison of the relevant information and specifications for the existing fixed equipment and the temporary mobile equipment, as well as the comparison of the temporary mobile equipment and the planned replacement fixed equipment.

The proposed quote from Siemens for the permanent replacement PET/CT, including detailed specifications, is attached as Exhibit 4. Please let me know if I can answer any questions for you regarding this planned PET/CT scanner replacement.

Sincerely,

James Roskelly

James Roskelly
Executive Vice President
Strategic Development

JR/ec

Attachments

Exhibit 1

Proposed Project Costs

PROJECT COSTS

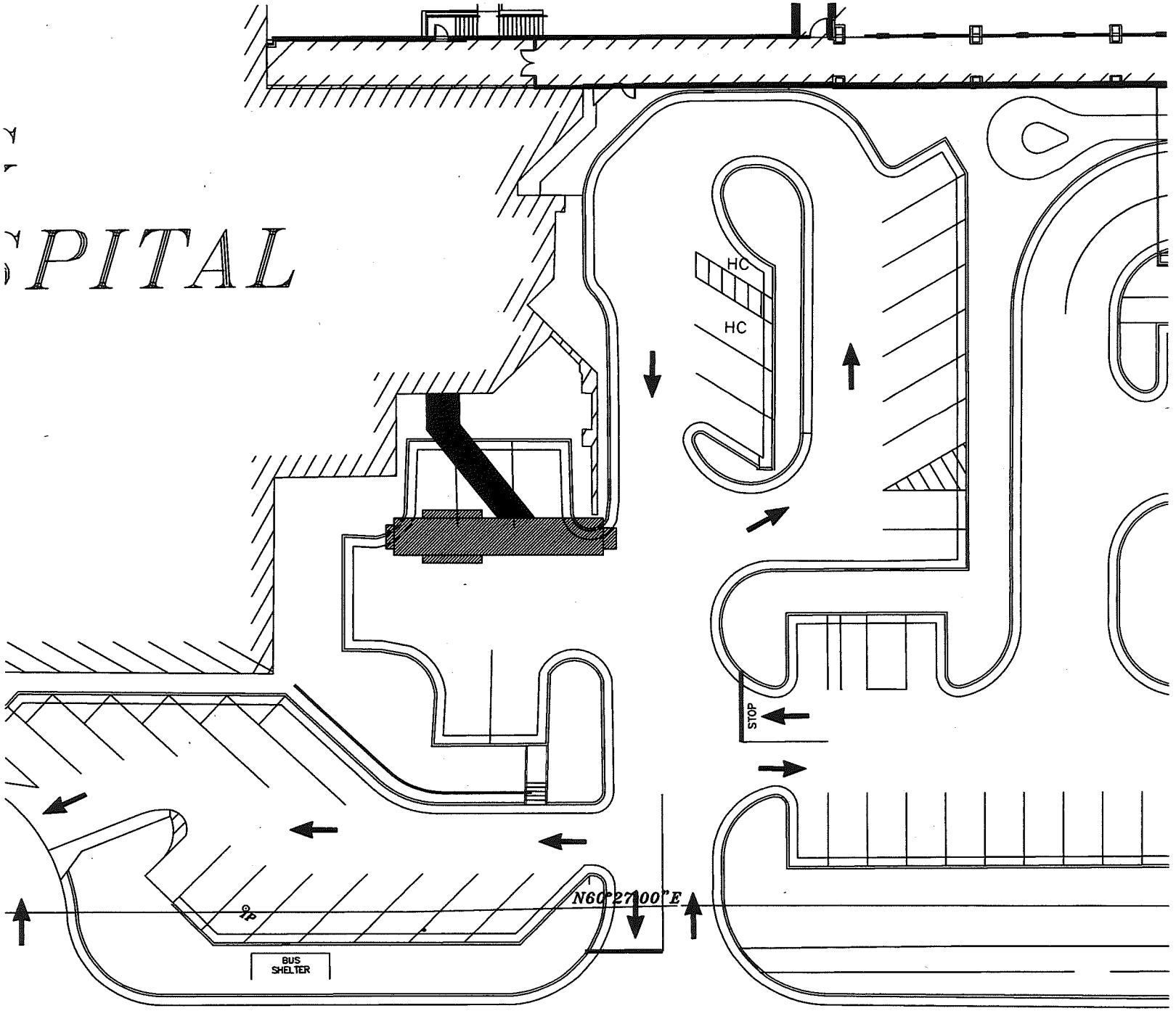
A.	**Site Costs**				
	(1)	Full purchase price of land		$ 0	
		# Acres ____ Price per Acre $_____			
	(2)	Closing costs		$ 0	
	(3)	Site Inspection and Survey		$ 0	
	(4)	Legal fees and subsoil investigation		$ 0	
	(5)	Site Preparation Costs [Include]			
		Soil Borings			
		Clearing and Grading			
		Roads and Parking			
		Sidewalks			
		Water and Sewer			
		Excavation and Backfill			
		Termite Treatment			
		Sub-Total Site Preparation Costs		$ 0	
	(6)	Other (Specify)		$ 0	
	(7)	**Sub-Total Site Costs**			$ 0
B.	**Construction Contract**				
	(8)	Cost of Materials [Include]			
		General Requirements			
		Concrete/Masonry			
		Woods/Doors & Windows/Finishes			
		Thermal & Moisture Protection			
		Equipment/Specialty Items			
		Mechanical/Electrical			
		Sub-Total Cost of Materials		$ 0	
	(9)	Cost of Labor		$ 0	
	(10)	Other (Specify)	$		
	(11)	**Sub-Total Construction Contract**			$ 325,000[1]
C.	**Miscellaneous Project Costs**				
	(12)	Building Purchase		$ 0	
	(13)	Fixed Equipment Purchase/Lease		$ 1,500,250	
	(14)	Movable Equipment Purchase/Lease		$ 45,000[2]	
	(15)	Furniture		$ 0	
	(16)	Landscaping		$ 0	
	(17)	Consultant Fees			
		Architect/Engineering Fees	$ 0		
		Legal Fees	$ 0		
		Market Analysis	$ 0		
		Other (Specify)	$ 0		
		Total Consultant Fees		$ 0	
	(18)	Financing Costs			
		(e.g. Bond, Loan, etc.)		$ 0	
	(19)	Interest During Construction		$ 0	
	(20)	Other (Specify)		$ 0	
	(21)	**Sub-Total Miscellaneous**			$ 1,545,250
D.	**Total Capital Cost of Project (Sum A-C above)**				$ 1,870,250

[1]Cone Health is not able to break down construction costs into materials and labor

[2]A temporary mobile PET scanner will be utilized during the construction phase. The lease of that temporary scanner will be financed from routine operating costs, not capital costs. The anticipated lease amount is included in order to provide a comprehensive project cost.

Exhibit 2

Proposed Location of Temporary Mobile PET Scanner



WL-Site Planning-Temporary PET/CT

June 5, 2014

Exhibit 3

Comparison of Existing Equipment and Planned Replacement Equipment

EQUIPMENT COMPARISON – EXISTING TO MOBILE

	EXISTING FIXED EQUIPMENT	**TEMPORARY MOBILE REPLACEMENT EQUIPMENT**
Type of Equipment (List Each Component)	GE Discovery ST PET/CT	GE Discovery ST4 PET/CT System
Manufacturer of Equipment	GE	GE
Tesla Rating for MRIs	N/A	N/A
Model Number	GE Discovery ST 2 Diagnostic CT	TBD
Serial Number	793884	TBD
Provider's Method of Identifying Equipment	Serial Number	Serial Number
Specify if Mobile or Fixed	Fixed	Mobile
Mobile Trailer Serial Number/VIN #	N/A	TBD
Mobile Tractor Serial Number/VIN #	N/A	TBD
Date of Acquisition of Each Component	2004	2014
Does Provider Hold Title to Equipment or Have a Capital Lease?	Yes	1 month lease
Specify if Equipment Was/Is New or Used When Acquired	New	Used
Total Capital Cost of Project (Including Construction, etc.)	1,899,677	45,000.00
Total Cost of Equipment	1,889,915	45,000.00
Fair Market Value of Equipment	$65,000	N/A
Net Purchase Price of Equipment	N/A	N/A
Locations Where Operated	Wesley Long Hospital	Wesley Long Hospital
Number Days In Use/To be Used in N.C. Per Year	365	30
Percent of Change in Patient Charges (by Procedure)	N/A	N/A
Percent of Change in Per Procedure Operating Expenses (by Procedure)	N/A	0
Type of Procedures Currently Performed on Existing Equipment	Whole Body, Brain, Skull base to Mid-Thigh	N/A
Type of Procedures New Equipment is Capable of Performing	N/A	Whole Body, Brain, Skull base to Mid-Thigh

EQUIPMENT COMPARISON – MOBILE TO REPLACEMENT

	TEMPORARY MOBILE EQUIPMENT	**REPLACEMENT FIXED EQUIPMENT**
Type of Equipment (List Each Component)	GE Discovery ST4 PET/CT System	Siemens Biograph mCT Flow 20
Manufacturer of Equipment	GE	Siemens
Tesla Rating for MRIs	N/A	N/A
Model Number	TBD	TBD
Serial Number	TBD	TBD
Provider's Method of Identifying Equipment	Serial Number	Serial Number
Specify if Mobile or Fixed	Mobile	Fixed
Mobile Trailer Serial Number/VIN #	TBD	N/A
Mobile Tractor Serial Number/VIN #	TBD	N/A
Date of Acquisition of Each Component	2014	2014
Does Provider Hold Title to Equipment or Have a Capital Lease?	N/A	Title
Specify if Equipment Was/Is New or Used When Acquired	Used	New
Total Capital Cost of Project (Including Construction, etc.)	45,000	1,870,250
Total Cost of Equipment	45,000	1,500,250.00
Fair Market Value of Equipment	N/A	1,565,250.00
Net Purchase Price of Equipment	N/A	1,500,250.00
Locations Where Operated	Wesley Long Hospital	Wesley Long Hospital
Number Days In Use/To be Used in N.C. Per Year	30	365
Percent of Change in Patient Charges (by Procedure)	N/A	N/A
Percent of Change in Per Procedure Operating Expenses (by Procedure)	N/A	0
Type of Procedures Currently Performed on Existing Equipment	Whole Body, Brain, Skull base to Mid-Thigh	N/A
Type of Procedures New Equipment is Capable of Performing	N/A	Whole Body, Brain, Skull base to Mid-Thigh

Exhibit 4

Equipment Quote

SIEMENS

Siemens Medical Solutions USA, Inc.
51 Valley Stream Parkway, Malvern, PA 19355

SIEMENS REPRESENTATIVE
Donald Werner - (865) 548-6348

Customer Number: 0000011303

Date: 5/30/2014

WESLEY LONG COMMUNITY HOSPITAL
501 N ELAM AVE
GREENSBORO, NC 27403

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

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Proposal valid until 6/30/2014

This proposal includes the trade-in of equipment referenced in Trade Sheet Project #2014-780.

This offer is only valid if a signed five-year GOLD level service contract accompanies the equipment order.

This is a CONFIDENTIAL, one-time offer which may not be shared with any third parties, buying evaluation groups or anyone not directly employed by customer.

Accepted and Agreed to by:

Siemens Medical Solutions USA, Inc.

By (sign): _____
Name: Donald Werner
Title: Product Sales Executive
Date: _____

WESLEY LONG COMMUNITY HOSPITAL

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

All pages of the signed proposal must be returned to Siemens to process the order - Thank you.

SIEMENS
Siemens Medical Solutions USA, Inc.
51 Valley Stream Parkway, Malvern, PA 19355

SIEMENS REPRESENTATIVE
Donald Werner - (865) 548-6348

Quote Nr:	**1-8OCE1S Rev. 1**
Terms of Payment:	00% Down, 80% Delivery, 20% Installation Free On Board: Destination
Purchasing Agreement:	PREMIER PURCHASING PARTNERS LP PREMIER PURCHASING PARTNERS LP terms and conditions apply to Quote Nr 1-8OCE1S

Biograph mCT Flow 20

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

Qty	Part No.	Item Description
1	14421166	**Biograph mCT Flow 20** Biograph mCT Flow 20 with FlowMotion Technology
1	14421319	**Install Kit with PDU - mCT Flow** Items necessary for install. Includes power distribution unit for connecting entire system to a single 3-phase power drop.
1	14415353	**PET Gantry UPS - mCT** Uninterruptible Power Supply (UPS) option providing 10 minutes of backup power enabling proper shutdown of the PET system in the event of power loss. Specifications: 8.0 KVA, 230 Volts, 50/60 Hz.
1	10249096	**Cooling System Water/Air - mCT** Water-to-air heat exchanger for the dissipation of heat loss generated in the gantry to the outside air. System operating temperature:20 - 26 degrees C, 20 - 75 % rel. humidity (not condensing). Ideal for installation far from the scan room. Cooling system contains to units, water/water exchanger close to the scan room and an additional remote water/air exchanger. Maximum distance between water/water unit and remote water/air exchanger up to 40 meters enabled by thin diameter of water transferring pipes.
1	10249267	**Cooling System US Install Kit - mCT** Kit for installation of the Cooling System Water/Air in US Includes: - Transformer for powering the Cooling System Water/Air - Service switch to shut off the outdoor cooling unit for maintanance or in case of emergency
1	10249560	**Biograph Ge-68 Sources** Calibration sources for the Biograph mCT. These sources are to be purchased with a new Biograph mCT scanner.
1	10097286	**Biogr. Uni. Phantom Shield-Fixed** Contains shield for the Biograph TrueV Uniform Phantom.
1	10249159	**Keyboard, English - mCT** Keyboard in the above-mentioned language.
1	14421307	**ultraHD-PET mCT Flow (AWP)**
1	14415354	**RTP Pallet** RTP Flat pallet for Biograph mCT. The carbon fiber table top utilizes a quick release latch for easy on/off. Varian Exact(tm) compatible indexing for accessories.
1	10412855	**Installation (US/CAN)**
1	14421151	**English Manual - mCT** Hardcopy of English Operator's Manual for Biograph mCT

Qty	Part No.	Item Description
1	14432694	**syngo.via Standalone** syngo.via without a bundled CT/MI/MR/XP/AX system
1	14432644	**syngo.via Advanced User#1** One Advanced User License of the syngo.via client server solution for multi-modality image reading. It provides 2D, 3D, 4D image reading capabilities at almost every workplace for various modalities (e.g. CT, MR, PET/CT, CR, XA image types). The syngo.via client runs on standard Windows computers in the network and integrates into radiologist's reading workplace (RIS; PACS) for efficient image reading based on a wide range of imaging applications (advanced visualization applications) for different clinical cases. Those applications are available as additional options for syngo.via. The syngo.via licensing model is flexible and tailored to the number of concurrent users (users working at the same time). The service support for syngo.via requires the provision of an administrator with dedicated tasks and a minimum broadband Internet connection bandwidth.
1	14415794	**syngo.mCT Oncology Engine #1** The syngo.mCT Oncology Engine facilitates lesion detection, staging, and treatment follow-up by enabling the registration and quantitative analysis of PET and CT studies acquired across multiple time points, visualization of up to 4 time points simultaneously, the ability to visually trend lesion measurements over time, and the tools to standardize quantitative assessment of metabolic tumor response through PERCIST.
1	14432607	**Server HW Config XL** syngo.via server hardware configuration XL
1	14412241	**Software License Ext. Server HW XL** Mandatory license extension for embedded applications on Hardware systems with more than one CPU. Second CPU license.
1	14413435	**HP Care Pack. 5y 13hx5d HW Support** HP professional proactive IT Service with HW Break & Fix onsite service for 5 years
1	14429311	**PACS-Driven Implementation Pkg.** This PACS-Driven Implementation Package includes installation and integration services for syngo.via in a radiologic workflow mainly supported by the PACS functionality. This package includes professional services, such as: - Installation of the syngo.via server software on the server hardware - Installation of the syngo.via client software on one clinical workplace for one user - Connection to up to 5 DICOM nodes - Image call-up of syngo.via from the PACS' user interface - Assistance in setting up image call-up of syngo.via from the PACS' user interface. This may require the purchase of software and services from the PACS vendor. - Configuration of basic syngo.via workflows and rules - Integration of one syngo.via client workplace with one syngo MultiModality Workplace. - Basic installation service for the syngo.via at the customer's site. - Integration into the Local Area Network of the customer and to Siemens Remote Service over internet connection.
1	14429294	**Upgrade PACS to RIS Implementation** The syngo.via system has been previously installed with the PACS-Driven Implementation. It is now to be upgraded to the RIS-Driven Implementation Package. The RIS-Driven Implementation Package includes installation and integration services for syngo.via in a radiologic workflow mainly supported by the RIS functionality of a DICOM Modality Worklist for preprocessing of images in syngo.via. This upgrade package includes professional services, such as: - Assistance in setting up image call-up of syngo.via from the PACS' or RIS' user interface, if image call-up has not been installed previously. This may require the purchase of software and services from the RIS vendor. - Integration of syngo.via into the IT infrastructure using Active Directory, if it has not been configured in syngo.via previously - Configuration of DICOM Modality Worklist integration in syngo.via.
1	14429043	**License Multi Server Access** The Multi Server Access Feature provides easy access to examinations which are distributed over different syngo.via servers (up to four servers are supported). The feature is available for syngo.via desktop integration scenarios where the PACS/RIS application is the leading system in customer's reading workflow and triggers the context-specific syngo.via launch (e.g. based on Study UID). This PACS/RIS call-up launches syngo.via studies automatically for reading even if they are located on different syngo.via servers in multiple clinical areas (e.g. Radiology, Cardiology, Neurology). Scope of Delivery: Software License
1	14429283	**Prof.Serv. for MultiServerAccess** Configuration of syngo.via Multiserver

Qty	Part No.	Item Description
1	14442107	**Multi Server License Sharing (MSL)** Enables pooling of licenses and makes the usage of applications' licenses more flexible across multiple servers. The following prerequisites have to be fulfilled for using MSL: - All servers have to be on the same Hotfix level (this feature requires at least software version VA20B). - For applications requiring RDS it needs to be ensured that RDS is licensed for all servers (this applies to MI Cardiology and Neurology applications).
1	14432758	**Implement. Multi-Server Licensing** These implementation services include installation of the Multi-Server Licensing option to syngo.via for several departmental syngo.via servers. The professional services are in short: - Planning with the customer - Configuration of the license master and slave(s) - Testing
1	14412656L	**Server HW Installation Standard** Basic installation of the syngo.via server hardware with the operating system at the customer's site by the hardware supplier. Integration into the Local Area Network of the customer and to Siemens Remote Service over internet connection. Please check that the following information is included in the customer quote: correct and complete delivery location, customer's contact person for implementation planning. See also the questions in the Sales Checklist, which supports you in evaluation of the customer's requirements.
1	SY_VIRINTL_4	**Virtual Initial Consultation, syngo.via** This virtual initial consultation session, up to 4 hrs in duration, is designed to define the clinical customization of syngo.via specific to radiology workflow. Through direct communication with a clinical education specialist, this session will identify and configure site-specific workflow and imaging storage and retrieval parameters. This educational offering must be conducted no more than 4 weeks before the scheduled system turnover event. This consultation session will be scheduled during standard business hours, Monday through Friday. If training is not completed within the applicable time period, Siemens obligation to provide the training will expire without refund.
1	SY_INITIAL_24	**Initial onsite training 24 hrs syngo.via** Up to (24) hours of on-site clinical applications training on syngo.via basic navigation and modality specific clinical workflows, scheduled consecutively (Monday - Friday) during standard business hours for a maximum of (4)users. Training will focus on the use of syngo.via in clinical routine and customization of systems based on workflow needs. This educational offering must be completed (12) months from turnover date. If training is not completed within the applicable time period, Siemens obligation to provide the training will expire without refund.
1	SY_FOLLOWUP_16	**Follow up training 16 hrs, syngo.via** Up to (16) hours of follow-up on-site clinical applications training on syngo.via navigation and modality specific clinical workflows, scheduled consecutively (Monday - Friday) during standard business hours for a maximum of (4)users. Training will focus on the optimization of syngo.via in clinical routine and customization of systems based on clinical workflow needs. Advanced clinical applications will be covered for users previously attending initial applications training. This educational offering must be completed (12) months from turnover date. If training is not completed within the applicable time period, Siemens obligation to provide the training will expire without refund.
1	14412372L	**Classroom ClinicAdmin Training 5 day** Classroom ClinicAdmin Training 5day The objective of this course is to give the participants the necessary theoretical knowledge and practical experience to routinely operate the syngo.via system, and to become acquainted with the settings and configuration of the system. Lectures and interactive practical exercises will familiarize the participants with the functionality of syngo.via and the clinical case specific applications.
1	SY8VIAITVC	**Virtual syngo.via IT Admin Training**
1	SY_PR_VIASRVR	**VIA Srvr Excel L XL Promo (FMV$-20,000)** This promotion enables customers with purchase of a Siemens syngo.via system which includes Server hardware, syngo.via base license and corresponding user licenses a price reduction in the amount of $20,000.00 for the syngo.via Element, syngo.via WS, Server HW Config L, or Server HW Config XL. To qualify, Customer's binding purchase order must be received by Siemens on or before June 30, 2014 and syngo.via system delivery if not purchased with a Siemens scanner, must occur no later than June 30, 2015. NOTE: This Promo only applies to syngo.via sw versions 11, 20, 20B
1	SY_PR_ADVUSR	**VIA Advanced User Promo (FMV$-10,000)** This promotion enables customers with purchase of a Siemens syngo.via system which includes Server hardware, syngo.via base license and corresponding user licenses a price reduction in the amount of $10,000.00 for the syngo.via Advanced User license. To qualify, Customer's binding purchase order must be received by Siemens on or before June 30, 2014 and syngo.via system delivery if not purchased with a Siemens scanner, must occur no later than June 30, 2015. NOTE: This Promo only applies to syngo.via sw versions 11, 20, 20B

Qty	Part No.	Item Description
1	SY_VIA_PR_MSA_1USR	**VIA MSA Adv User Promo (FMV $33,400)** This promotion enables customers with purchase of an additional Siemens syngo.via system (2nd 3rd and or 4th server) which includes Server hardware, syngo.via base license and corresponding user licenses, a price reduction in the amount of $33,400.00 for the syngo.via Advanced User License. To qualify, Customer must purchase a multi-year software support agreement - ITCP (IT Care Plan). Customer's binding purchase order must be received by Siemens on or before September 30, 2014 and syngo.via system delivery if not purchased with a Siemens scanner, must occur no later than June 30, 2015.
1	14415780	**Dose Start Up Kit- 50 Doses** 50 unit doses of Fludedoxyglucose F 18 Injection and/or Sodium Fluoride F 18 Injection to be delivered by Siemens PETNET Solutions.
1	MI_PET_PM	**MI PET Project Management** A Siemens Project Manager (PM) will be the single point of contact for the implementation of your Siemen's equipment. The assigned PM will work with the customer's facilities management, architect or building contractor to assist you in ensuring that your site is ready for installation. Your PM will provide initial and final drawings and will coordinate the scheduling of the equipment, installation, and rigging, as well as the initiation of on-site clinical education.
1	MI_PET_INITIAL_32	**Initial onsite training 32 hrs** Up to (32) hours of on-site clinical education training, scheduled consecutively (Monday - Friday) during standard business hours for a maximum of (4) imaging professionals. Training will cover agenda items on the ASRT approved checklist. Uptime Clinical Education phone support is provided during the warranty period for specified posted hours. This educational offering must be completed (12) months from install end date. If training is not completed within the applicable time period, Siemens obligation to provide the training will expire without refund.
1	MI_PET_FLWUP_32	**Follow-up training 32 hrs** Up to (32) hours of follow-up on-site clinical education training, scheduled consecutively (Monday - Friday) during standard business hours for a maximum of (4) imaging professionals. Uptime Clinical Education phone support is provided during the warranty period for specified posted hours. This educational offering must be completed (12) months from install end date. If training is not completed within the applicable time period, Siemens obligation to provide the training will expire without refund.
1	MI_PET_BCLS	**Basic Biograph Class** Tuition for (1) imaging professional to attend a Siemens Classroom Course at Siemens Training Center. The objectives of this class are to introduce the user.interface of the common syngo platform and instructions on building protocols, demonstration of software functions, and hands-on sessions. This class includes lunch, economy airfare, and lodging for (1) imaging professional. All arrangements must be arranged through Siemens designated travel agency. This educational offering must be completed (12) months from install end date. If training is not completed within the applicable time period, Siemens obligation to provide the training will expire without refund.
1	MI_PET_CTCRSTR	**CT Cross Trainer** CT Cross Trainer printed self study materials for (1) imaging professional. These materials will provide the user with basic CT knowledge by testing the participant periodically. Successful completion of the self study program will provide the participant with CE credits. CT Cross Trainer printed self study materials for (1) imaging professional. These materials will provide the user with basic CT knowledge by testing the participant periodically. Successful completion of the self study program will provide the participant with CE credits. This educational offering must be completed (12) months from install end date. If training is not completed within the applicable time period, Siemens obligation to provide the training will expire without refund.
1	MI_PET_ADD_12	**Additonal onsite training 12 hours** Up to (12) hours of on-site clinical education training, scheduled consecutively (Monday - Friday) during standard business hours for a maximum of (4) imaging professionals. Training will cover agenda items on the ASRT approved checklist if applicable. This educational offering must be completed (12) months from install end date. If training is not completed within the applicable time period, Siemens obligation to provide the training will expire without refund.
1	MI_PET_ADD_24	**Additional onsite training 24 hours** Up to (24) hours of on-site clinical education training, scheduled consecutively (Monday - Friday) during standard business hours for a maximum of (4) imaging professionals. Training will cover agenda items on the ASRT approved checklist if applicable. This educational offering must be completed (12) months from install end date. If training is not completed within the applicable time period, Siemens obligation to provide the training will expire without refund.

Qty	Part No.	Item Description
1	MI_PET_BCLS	**Basic Biograph Class** Tuition for (1) imaging professional to attend a Siemens Classroom Course at Siemens Training Center. The objectives of this class are to introduce the user interface of the common syngo platform and instructions on building protocols, demonstration of software functions, and hands-on sessions. This class includes lunch, economy airfare, and lodging for (1) imaging professional. All arrangements must be arranged through Siemens designated travel agency. This educational offering must be completed (12) months from install end date. If training is not completed within the applicable time period, Siemens obligation to provide the training will expire without refund.
1	7568103L	**Project Mgmt/Site Planning (US only)**
1	MIP_RIEDEL_CHILLIN	**MI PET Riedel Chiller Start-up by SBT**
1	M2SCT212PET	**Stellant D Inj. (ceiling)** Stellant D Dual Head injector - ceiling mounted. The Stellant D injector is a dual syringe injection system that enables clinicians to perform the most critical CT contrast exams, including cardiac CT and coronary CTA. Real-time display of injection pressure in graph form. Snap-on / twist-off syringe design. Automatic plunger advance and retract when attaching and detaching syringes. Automatic filling and priming with the touch of a button. Stores and recalls up to 32 protocols. Multi-phase programming (and patented Hold/Pause feature) Programmable pressure limit Installation, applications and one year warranty provided by Medrad.
1	4SPAS014	**Low Contrast CT Phantom & Holder**
1	MI_MCT_NEMA_XR_29	**NEMA_XR-29 Standard**
1	CTSDEF01	**CT SLICKER; SOMATOM Definition** Thermoseal seams and flaps deflect fluids, reducing contaminant penetration into the cushion and table. Contaminants are retained on the tabletop or shunted to the floor. Cleanup is faster, more thorough, and contaminant build-up is reduced. Built using heavy, clear, micro matte vinyl, and top grade hook and loop fastening strips (Velcro) to better fit the specified table. Custom vinyl resists tears and minimizes radiologic interference. Latex free. Set includes CT Skirts. Shipped with main cover, a catheter bag holder, and 3 restraining belts unless otherwise noted. Includes warranty from RADSCAN Medical.
1	MI_MCT20_64_CCO_SB	**mCT20 64 Competitive Conversion**
1	MI_PR_SUMIT_PET	**MI World SUMMIT#14 Travel Package** Customers purchasing new Biograph mCT or Biograph mCT Flow with a binding non- contingent purchase order received by Siemens prior to June 30th, 2014 qualify for the MI World SUMMIT 2014 package receiving Siemens-scheduled travel, up to three nights of lodging and Siemens-provided meal expenses for one (1) person to attend the MI World SUMMIT 2014 in Munich, Germany from July 24th to July 26th. This discount package includes a maximum allowance of $6,500 (estimated to be $5,600 airfare, $600 accommodations and $300 meals) and does not include reimbursement for any other incurred expenses. Should the cost of such trip exceed $6,500, Customer will be responsible for such excess cost; if the cost is less the $6,500, the actual cost of the Customer representative's cost to attend Summit paid by Siemens and the adjusted net cost of the system described herein will be reported to Customer. Customer will not be entitled to any interest in the dollar value represented by the difference between the lower actual cost and the $6,500. The aggregate package value cannot be used to reduce a system price or for other Siemens products, services or options if Customer chooses not to attend the Summit or if acceptance of this promotion is not permitted by law or by Customer policy. Customer must, where applicable, fully and accurately report any price reduction (including a free item) of this transaction in the applicable cost reporting mechanism or claim for payment filed with the U.S. Department of Health and Human Services (DHHS) or a state agency and must provide, upon request of the Secretary of the DHHS or state agency, the information contained in this quote.
1	NMPET_ADDL_RIGGING	**Additional Rigging NMPET - Leakage Test @ $3,000**
1	NUPET_TRADE_IN_ALL	**NU-Pet Trade-in-Allowance, GE Discovery ST 4; SN-793884; Proj Nr 2014-780, De-Install 8/31/2014, Exp 8/22/2014, $-65,000**

System Total: $1,500,250

SIEMENS
Siemens Medical Solutions USA, Inc.
51 Valley Stream Parkway, Malvern, PA 19355

SIEMENS REPRESENTATIVE
Donald Werner - (865) 548-6348

OPTIONS on Quote Nr: **1-8OCE1S Rev. 1**

OPTIONS for Biograph mCT Flow 20

All items listed below are OPTIONs and will be included on this system ONLY if initialed:

Qty	Part No.	Item Description	Extended Price	Initial to Accept
1	14429044	**UPS 100/110/120/127 V** Uninterruptible Power Supply for HP server with 3KVA capacity. The HP 3KVA UPS requires 2 units height in the rack.	+ $2,150	X_____
1	14412242	**HP Rack 14 Units 19"** HP Rack Type Rittal for syngo(r).via server configurations. Physical Characteristics: Rack S10614	+ $2,500	X_____
1	14432645	**syngo.via Advanced User#1+** License for an additional user of the syngo.via client server solution for multi-modality image reading.	+ $10,000	X_____
1	14415795	**syngo.mCT Oncology Engine #1+** syngo.mCT Oncology Engine for one additional user for syngo.via only. This engine includes only on syngo.via: - PET&CT Cross-Timepoint Evaluation - PET Segmentation It does not include any additional users for the MMWP.	+ $13,860	X_____
1	XPAS_PROMO_10000	**Medrad Intego promotion: $10000**	- $10,000	X_____
1	M2INTSYS200	**Medrad Intego PET Infusion System** M2INTSYS200 - Medrad Intego PET Infusion System Delivery of accurate doses of FDG and flushing solutions to patients as part of a PET or PET/CT procedure. Also intended to provide effective radiation shielding to medical personnel from radiation exposure during procedures. The Intego System: Contains an integrated ionization chamber that measures each FDG dose immediately prior to injection to enable more accurate delivery. Delivers each dose consistently within +/-2% of the measure dose. Has a saline test inject feature to verify vein patency. Automatically completes a saline flush to confirm that the entire FDG does is delivered to the patient, and to remove residual FDG from the line. Allows the user to enter a specific dose to deliver for each patient, or use MEDRAD's proprietary P3T technology to automatically calculate dose based on patient weight for easy set up. Automatically generates and prints per-patient and daily QC reports to reduce manual data logging and enable more accurate tracking of agent use. Includes installation, training and one year warranty through Medrad.	+ $105,000	X_____

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

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

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

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Siemens Medical Solutions USA, Inc. General Terms and Conditions

1. GENERAL

1.1 Contract Terms. These terms and conditions constitute an integral part of any contract between Seller and Purchaser identified on the first page hereof and shall govern the sale of the products identified in such contract ("Products"). Seller shall not be bound by, and specifically objects to, any terms, conditions or other provisions which are different from or in addition to the provisions of this Agreement (even if provided to Seller concurrently with this Agreement), unless Seller specifically agrees to any such provision in a writing signed by Seller. Neither Seller's lack of objection to any such terms, nor delivery of the Products or provision of any services hereunder, shall constitute the agreement of Seller to any such terms. Purchaser acknowledges that this is a commercial and not a consumer transaction.

1.2 Acceptance. 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.

1.3 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, the Products may have received mechanical, electrical and/or cosmetic reconditioning, as needed, and will comply with the manufacturer's specifications. Since pre-owned Products may be offered simultaneously to several customers, the sale of such Products to Purchaser cannot be guaranteed and is subject to continuing availability at the time Purchaser accepts Seller's offer to sell the Products. If the Products are no longer available, Seller will use its best efforts to identify other products in its inventory that may be suitable for purchase by Purchaser, and 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.

1.4 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 of Purchaser, in order to eliminate the need for Purchaser to issue a separate purchase order to the manufacturer of the products, (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) Purchaser will indemnify and hold Seller harmless from and against any and all claims, regardless of the form of action, related to, resulting from or caused by the products or any work or service provided by the manufacturer of the products or any other party, (f) use of the products may be subject to Purchaser's agreement to comply with any software licensing terms imposed by the manufacturer, as well as any applicable laws, rule and regulations; and (g) the manufacturer, and not Seller, is solely responsible for any required installation, testing, validation, tracking, product recall, warranty service, maintenance, support, and complaint handling, as well as 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 are based on U.S. dollars, and include standard and customary packaging. F.O.B. terms are set forth in Section 6.2 hereof. Domestic prices apply only to purchasers located in, and who will use the Products in, the U.S. International prices apply to all purchasers located outside of, or who will use or ship or facilitate shipment of the Products outside of, the U.S. Unless otherwise stated, the quotation shall only be valid for forty-five (45) days from the date of the quotation.

2.2 Delay in Acceptance of Delivery. Should the agreed delivery date be postponed by Purchaser, Seller shall have the right to deliver the Products to storage at Purchaser's risk and expense, and payments due upon delivery shall become due when Seller is ready to deliver.

2.3 Escalation. Unless otherwise agreed to in writing, except as to Products to be delivered within six (6) months of Seller's acceptance of Purchaser's order, Seller reserves the right to increase its prices to those in effect at the time of shipment.

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 required under this transaction, shall be in addition to the quoted prices and shall be paid by Purchaser. Notwithstanding the foregoing, Seller agrees to honor any valid exemption certificate provided by Purchaser.

4. TERMS OF PAYMENT; DEFAULT

4.1 Payments; Due Date. Unless otherwise set forth in the quotation, Seller's payment terms are 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. All amounts payable pursuant to this Agreement are denominated in United States dollars, and Purchaser shall pay all such amount in lawful money of the United States. 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 within thirty (30) days after invoice date, which charge shall be determined and compounded on a daily basis from the due date until the date paid. 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 or receipt shall not constitute or be construed other than as on account of the earliest amount due Seller. Seller may accept any check or payment in any amount without prejudice to Seller's right to recover the balance of the amount due or to pursue any other right or remedy. No endorsement or statement on any check or payment or in any letter accompanying a 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, then the Products shall be deemed installed upon delivery and the balance of payments shall be due no later than thirty (30) days from the delivery date regardless of the actual 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 due Seller within ten (10) days of receipt of written notice of non-payment from Seller; (ii) a failure by Purchaser to perform any other obligation under this Agreement within thirty (30) days of receipt of written notice from Seller; (iii) a default by Purchaser under any other obligation to or agreement with Seller or Siemens Financial Services, Inc., or any assignee of the foregoing (e.g., a promissory note, lease, rental agreement, license agreement or purchase contract); or (iv) the commencement of any insolvency, bankruptcy or similar proceedings by or against Purchaser (including any assignment by Purchaser for the benefit of creditors). 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 without notice, demand, or period of grace; (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 enter any premises where the Products are located and take possession of the Products without notice or demand and without legal proceedings; (e) at the request of Seller, Purchaser shall assemble the Products and make them available to Seller at a place designated by Seller which is reasonable and convenient to all parties; (f) 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 (Purchaser agrees that a period of 10 days from the time notice is sent to Purchaser shall be a reasonable period of notification of sale or other disposition of the Products by or for Seller); (g) 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, expenses of title search, all court costs and other legal expenses) incurred thereby; and (h) Purchaser shall pay any deficiency remaining after collection of or realization by Seller on the Products. In addition, Seller may terminate this Agreement upon written notice to Purchaser

in the event that Purchaser is not approved for credit or upon the occurrence of any material adverse change in the financial condition or business operations of Purchaser.

4.6 Financing. Notwithstanding any arrangement that Purchaser may make for the financing of the purchase price of the Products, the parties agree that any such financing arrangement shall have no effect on the Purchaser's payment obligations under this Agreement, including but not limited to Sections 4.1 and 4.2 above.

5. EXPORT TERMS

5.1 Unless other arrangements have been made, payment on export orders shall be made by irrevocable confirmed letter of credit, payable in U.S. dollars against Seller's invoice and standard shipping documents. Such letter of credit shall be in an amount equal to the full purchase price of the Products and shall be established in a U.S. bank acceptable to Seller. Purchaser shall procure all necessary permits and licenses for shipment and compliance with any governmental regulations concerning control of final destination of Products.

5.2 Purchaser acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the Products provided under this Agreement, including any export license requirements. Purchaser agrees that such Products shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. **PURCHASER AGREES TO INDEMNIFY, DEFEND AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.** If Purchaser purchases a Product at the domestic price and exports such Product, or transfers such Product to a third party for export, outside of the U.S., Purchaser shall pay to Seller the difference between the domestic price and the international retail price of such Product pursuant to the payment terms set forth herein. Purchaser shall deliver to Seller, upon Seller's request, written assurance regarding compliance with this section in form and content acceptable to Seller.

6. DELIVERY, RISK OF LOSS

6.1 Delivery Date. Delivery and installation dates will be established by mutual agreement of the parties. Seller shall make every reasonable effort to meet the agreed upon delivery date(s), but shall not be liable for any failure to meet such date(s). Partial shipments may be made.

6.2 Risk of Loss; Title Transfer. Unless otherwise agreed to in writing, the following shall apply:

(a) For Products that do not require installation by Seller, and for options and add-on products purchased subsequent to delivery and installation of Products purchased under this Agreement, delivery shall be complete upon transfer of possession to common carrier, F.O.B. Shipping Point, whereupon title to and all risk of loss, damage to or destruction of the Products shall pass to Purchaser.

(b) For Products that require installation by Seller, delivery shall be complete upon delivery of the Products to Purchaser's designated site, F.O.B. Destination; title to and all risk of loss, damage to or destruction of such Products shall pass to Purchaser upon completion of the installation.

(c) All freight charges and other transportation, packing and insurance costs, license fees, custom duties and other similar charges shall be the sole responsibility of Purchaser unless included in the purchase price or otherwise agreed to in writing by Seller. In the event of any loss or damage to any of the Products during shipment, Seller and Purchaser shall cooperate in making a claim against the carrier.

7. SECURITY INTEREST/FILING

7.1 Purchaser grants to Seller a security interest in the Products (and all accessories and replacements thereto and all proceeds thereof) until payment in full by Purchaser and satisfaction of all other obligations of Purchaser hereunder. Purchaser hereby (i) authorizes Seller to file (and Purchaser shall promptly execute, if requested by Seller) and (ii) irrevocably appoints Seller its agent and attorney-in-fact to execute in the name of Purchaser and file, with such authorities and at such locations as Seller may deem appropriate, any Uniform Commercial Code financing statements with respect to the Products and/or this Agreement. 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 noncancellable 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 shall have 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 government or compliance with any governmental rules or regulations, acts of God or the public, war, civil commotion, blockades, embargoes, calamities, floods, fires, earthquakes, explosions, storms, strikes, lockouts, labor disputes, or unavailability of labor, raw materials, power or supplies. Should such a delay occur, Seller may reasonably extend delivery or production schedules or, at its option, cancel the order in whole or part without liability other than to return any unearned deposit or prepayment.

10. WARRANTY

10.1 Seller warrants that the Products manufactured by Seller and sold hereunder shall be free from defects in material or workmanship under normal use and service for the warranty period. The final assembled Products shall be new although they may include certain used, reworked or refurbished parts and components (e.g., circuit boards) that comply with performance and reliability specifications and controls. Seller's obligation under this warranty is limited, at Seller's option, to the repair or replacement of the Product or any part thereof. Unless otherwise set forth in the Product Warranty attached hereto and incorporated herein by reference, the warranty period shall commence upon the earlier of the date that the Products have been installed in accordance with Section 12.6 hereof (which date shall be confirmed in writing by Seller) or first patient use, and shall continue for 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 Equipment during the term of the warranty.

10.2 No warranty extended by Seller shall apply to any Products which have been damaged by fire, accident, misuse, abuse, negligence, improper application or alteration or by a force majeure occurrence as described in Section 9 hereof or by the Purchaser's failure to operate the Products in accordance with the manufacturer's instructions or to maintain the recommended operating environment and line conditions; which are defective due to unauthorized attempts to repair, relocate, maintain, service, add to or modify the Products by the Purchaser or any third party or due to the attachment and/or use of non-Seller supplied parts, equipment or software without Seller's prior written approval; which failed due to causes from within non-Seller supplied equipment, parts or software including, but not limited to, problems with the Purchaser's network; or which have been damaged from the use of operating supplies or consumable parts not approved by Seller. In addition, there is no warranty coverage for any transducer or probe failure due to events such as cracking from high impact drops, cable rupture from rolling equipment over the cable, delamination from cleaning with inappropriate solutions, or TEE bite marks. Seller's obligation under this warranty is limited to the repair or replacement, at Seller's option, of defective parts. Seller may effectuate such repair 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 noncomplying 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 the warranty set forth in Section 10.1. 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 attached hereto and incorporated herein by reference, nor to products or parts thereof supplied by Purchaser.

10.3 This warranty is made on condition that immediate written notice of any noncompliance be given to Seller and Seller's inspection reveals that Purchaser's claim is covered under the terms of the warranty (i.e., that the noncompliance is due to traceable defects in original materials and/or workmanship).

10.4 Purchaser shall provide Seller with both on-site and remote access to the Products. The remote access shall be provided through the Purchaser's network as is reasonably necessary for Seller to provide warranty services under this Agreement. Remote access will be established through a broadband internet-based connection to either a Purchaser owned or Seller provided secure end-point. The method of connection will be a Peer-to-Peer VPN IPsec tunnel (non-client based) with specific inbound and outbound port requirements.

10.5 Warranty service will be provided without charge during Seller's regular working hours (8:30-5:00), Monday through Friday, except Seller's recognized holidays. If Purchaser requires that service be performed outside these hours, such service can be made available at an additional charge, at Seller's then current rates. The obligations of Seller described in this section are Seller's only obligations and Purchaser's sole and exclusive remedy for a breach of product warranty.

10.6 SELLER MAKES NO WARRANTY OTHER THAN THE ONE SET FORTH HEREIN AND IN THE ATTACHED PRODUCT WARRANTY COVERING THE APPLICABLE PRODUCT CATEGORY. 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 ONLY WARRANTY MADE WITH RESPECT TO THE PRODUCTS AND ANY DEFECT, DEFICIENCY OR NONCONFORMITY IN ANY PRODUCT, 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 attached Product Warranty, the terms of the attached 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 (INCLUDING NEGLIGENCE), 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 covered hereby 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 12.4 below, Seller shall install the Products and connect them to the requisite safety switches and power lines to be installed by Purchaser. Except as otherwise specified below, if such installation and connection are performed by Seller's technical personnel, prices shown include the cost thereof, provided that the installation and connection can be performed within the Continental United States or Puerto Rico and during normal business hours. Any overtime charges or other special expenses shall be additional charges to the prices shown.

12.3 Trade Unions. In the event that a trade union, or unions, or other local labor conditions prevent Seller from performing the above work with its own employees or contractors, then Purchaser shall either make all required arrangements with the trade union, or unions, to permit Seller to complete the work or shall provide the personnel, at Purchaser's sole cost and expense. Moreover, any additional cost incurred by Seller and related to such labor disputes shall be paid by the Purchaser and Seller's obligations under such circumstances will be limited to providing engineering supervision of installation and connection of the Products to existing wiring.

12.4 Purchaser's Obligations. Purchaser shall, at its expense, provide all proper and necessary labor and materials for plumbing service, carpentry work, conduit wiring, and other preparations required for such installation and connection. All such labor and materials shall be completed and available at the time of delivery of the Products by Seller. Additionally, Purchaser shall provide free access to the installation site and, if necessary, safe and secure space thereon 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, at its sole cost and expense, that its premises are free of asbestos, hazardous conditions and any concealed, unknown or dangerous conditions and that all site requirements are met. Seller shall delay its work until Purchaser has completed the removal of any asbestos or other hazardous materials or has taken any other precautions and completed any other work required by applicable regulations. Purchaser shall reimburse Seller for any increased costs and expenses incurred by Seller that are the result of or are caused by any such delay. In the event that Seller is requested to supervise the installation of the Products, it remains the Purchaser's responsibility to comply with local regulations. Seller is not an architect and all drawings furnished by Seller are not construction drawings.

12.5 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.

12.6 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. As to all infringement claims relating to Products or parts manufactured by Seller or one of its affiliates:

(a) Purchaser shall give Seller information, assistance and exclusive authority to evaluate, defend and settle such claims.

(b) Seller shall then, at its own expense, defend or 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 and should a claim be made that such Products infringe the rights of any third party under patent, copyright or otherwise, then Purchaser shall indemnify, defend and hold Seller harmless against any liability or expense, including reasonable attorneys' fees, incurred by Seller in connection therewith.

14. DESIGNS AND TRADE SECRETS; LICENSE; CONFIDENTIALITY

14.1 Any drawings, data, designs, software programs or other technical information supplied by Seller to Purchaser in connection with the sale of the Products are not included in the sale of the Products to Purchaser, shall remain Seller's property and shall at all times be held in confidence by Purchaser. Such information shall not be reproduced or disclosed to others without Seller's prior written consent.

14.2 For all goods purchased hereunder which utilize software for their operation, such "Applications Software" shall be licensed to Purchaser under the terms of Seller's Software License Schedule attached hereto.

14.3 Diagnostic/Maintenance Software is not included under Section 14.2 above, is available only as a special option under a separate Diagnostic Materials License Agreement, and may be subject to a separate licensing fee.
14.4 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. ENGINEERING CHANGES
15.1 Seller makes no representation that engineering changes which may be announced in the future will be suitable for use on, or in connection with, the Products.

16. ASSIGNMENT
16.1 Neither party may assign any rights or obligations under this Agreement without the prior written consent of the other and 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. Seller shall have no obligations under this Agreement to any assignee of Purchaser that is not approved by Seller in advance.

17. COSTS AND FEES
17.1 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.

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

19. GOVERNING LAW; WAIVER OF JURY TRIAL
19.1 This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.
19.2 EACH OF THE PARTIES EXPRESSLY WAIVES ALL RIGHTS TO A JURY TRIAL IN CONNECTION WITH ANY DISPUTE UNDER THIS AGREEMENT.

20. COST REPORTING
20.1 Purchaser agrees that it will fully and accurately account for and report in all cost reports and otherwise fully and accurately disclose to federal and state health care program payors and fully and accurately reflect where and as appropriate to the applicable reimbursement methodology, all services and other items, including any and all discounts, received from Seller under this Agreement, in compliance with all applicable laws, rules and regulations, including but not limited to the Social Security Act and implementing regulations relating to Medicare, Medicaid and other federal and state health care reimbursement programs.

21. INTEGRATION
21.1 These terms and conditions, including any attachments or other documents incorporated by reference herein, constitute the entire agreement and the 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.

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

23. WAIVER
23.1 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.

24. NOTICES
24.1 Any notice or other communication under this Agreement shall be deemed properly given if given 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. Either party may from time to time change such address by giving the other party notice of such change in accordance with this section.

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

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

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27. Syngo.Via
27.1 In connection with Purchaser's license of syngo.via software and purchase of the syngo.via server hardware, the terms stated on the attached Addendum for syngo.via apply, and for that purpose, if there is a conflict between the terms in that Addendum and these Terms and Conditions of Sale or the attached Software License Schedule, the terms in that Addendum will prevail.

SIEMENS
Siemens Medical Solutions USA, Inc.
51 Valley Stream Parkway, Malvern, PA 19355

SIEMENS REPRESENTATIVE
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Addendum for *syngo.via*

This Addendum is part of the sales agreement to which it is attached, which includes the Terms and Conditions of Sale (the "Sales Terms") and the Software License Schedule (the "Software License Schedule"). As stated in the Sales Terms, the following terms apply in connection with Purchaser's license of syngo.via software (the "Application") and purchase of the syngo.via server hardware, and for that purpose, if there is a conflict between the terms in this Addendum and either the Sales Terms or the Software License Schedule, the terms in this Addendum shall prevail.

1. **APPLICABLE DOCUMENTS**. The Software License Schedule (in which Purchaser is referred to as "Licensee" and Seller is referred to as "Licensor") applies to the Application, with the modifications stated in this Addendum.

2. **LICENSE**. The license to the Application is metric restricted, meaning that the right of Purchaser to use the Application is limited to the maximum number licensed for the designated metric. By way of example, if the metric is: (i) concurrent users, it is the maximum number of users permitted to use the Application concurrently; (ii) named users, it is the maximum number of Purchaser's employees or consultants who are designated by Purchaser as the only authorized users of the Application; (iii) workstations or servers, it is the maximum number of workstations or servers on which such Application may be installed; or (iv) procedures, it is the maximum number of procedures that Purchaser may use the Application to process and store. If Purchaser exceeds the applicable metric or scope of the license, Purchaser must notify Seller within thirty (30) days and execute an amendment to expand the license (if appropriate). Seller reserves the right to audit Purchaser's metrics upon reasonable advance notice to Purchaser and to embed software controls or counters to monitor a particular metric restriction.

3. **THIRD PARTY SOFTWARE.** The Application may contain embedded "Third Party Software," meaning operating system software and other software, excluding the Application, developed by parties other than Seller. Some suppliers of Third Party Software require that their terms and conditions may be subject to change over the course of the Agreement, in which event Seller will include such changes in Documentation or otherwise provide notice of such changes. Said changes will become effective on the date of such inclusion or notification. With the sole exception (relating to Open Source Software or OSS) provided below, Purchaser may use Third Party Software solely as part of the Application with which it was delivered and for no other purpose, and Purchaser agrees not to take any actions to separate Third Party Software from the Application. Purchaser's right to use OSS delivered with the Application is governed by the terms of the licenses accompanying such software, and included as part of the Documentation. The OSS is licensed to Purchaser royalty free; however, Seller may charge fees for reimbursement of costs in connection with complying with the OSS license terms. In the event of a conflict between the terms of an OSS license and the Agreement, the relevant terms of the OSS license shall govern, but solely for the OSS components to which they relate. If delivery of such OSS source code or its license terms is required by the relevant OSS license, these will be provided on the Open Source Software labeled media found in the software media kit provided at time of Application delivery and can be requested by addressing a letter of request identifying the source code requested to the Office of Associate General Counsel, Siemens Medical Solutions USA, Inc., Mail Code T06, 51 Valley Stream Parkway, Malvern PA 19355. Such request should prominently identify the Application to which the request relates. Seller may from time to time change the list and number of OSS components. Seller will in each case include the relevant contract terms and conditions as part of the Documentation for Updates, Releases or Versions. Purchaser acknowledges that some suppliers of Third Party Software require that basic customer information be provided to that supplier at the time of Seller's royalty reporting. If Purchaser acquires the syngo.via server from Seller, it will be preinstalled with Microsoft® Windows operating system software, and Purchaser authorizes Seller and its suppliers to accept on behalf of Purchaser the terms of the Windows end user license agreement. A copy of that end user license agreement will be provided to Purchaser at syngo.via server delivery. The syngo.via Application uses Oracle software. Oracle software will be used by Purchaser solely to operate the Application, and may not be used for development purposes or to create any new functionality not present in the Application or to create new applications. Purchaser also acknowledges and agrees that Seller is solely responsible to Purchaser for all obligations, warranties and remedies regarding the Oracle software licensed under the Agreement and that Oracle has no such responsibility to Purchaser. Purchaser shall not rent, lease or lend the Oracle Software or use it to provide timesharing services; Purchaser acknowledges that it may not publish benchmark tests relating to the Oracle software without Oracle's consent. Purchaser acknowledges that it may bring no claim or lawsuit against Oracle for any breach or violation of any term or condition of the Agreement or for any damages incurred under the Agreement. In addition, Purchaser agrees to permit Seller or Oracle, upon notice and reasonable request, to audit Purchaser's use of the Oracle software provided under the Agreement. If Purchaser grants a security interest in Oracle software, the secured party has no right to use or transfer the software. Purchaser shall not, directly or indirectly, violate any U.S. law, regulation or treaty, or any other international treaty or agreement, relating to the export or re-export of Oracle Software, the Application or associated technical data, to which the United States adheres or with which the United States complies. Purchaser acknowledges that the Uniform Transactions Act is excluded.

4. **SUPPORT**. During the warranty period for the syngo.via Application, Seller shall provide support for the Application as follows; this provision replaces in its entirety Section 5 (Updates and Revisions) of the Software License Schedule:

4.1. Seller shall correct any failure of the Application to perform substantially in accordance with its Documentation. Purchaser may access Seller's Customer Care Center ("CCC") through either Siemens' LifeNet™ Internet enabled Electronic Issue Management System or, for urgent issues, by telephone 24 hours per day, 7 days per week to report such failures. Purchaser shall provide Seller with both on-site and remote access to the System via the Siemens Remote Services connection ("SRS"). Purchaser shall be responsible for all telecommunication services and remote programming support connections charges. Siemens shall initiate work on urgent issues within one hour of Customer's request for assistance to the CCC. Urgent issues are issues involving substantial Application failure or issues, which, in Customer's reasonable judgment, are critical to Customer's overall operation. For other issues and for issue acknowledgement guidelines, Severity Level and Response Time Guidelines are available through the following link www.usa.siemens.com/imagingSW. After Customer reports an issue to the CCC, Customer shall perform any remedial actions specified by the CCC, including, without limitation, installing Updates, Releases or new Versions. Customer shall also be responsible for updating and, upon resolution, closing all support issues electronically through Siemens' LifeNet system.

4.2. Seller shall provide Purchaser with issue solution reference sources, including but not limited to Documentation updates, Customer Memos, and the Siemens Medical Solutions Knowledge Base, that provide answers to common support questions and advice on problem determination, diagnostic procedures and other support procedures. Purchaser shall set up a support help desk or administrator and ensure that appropriate personnel are trained in the use and support of the System and network. Prior to reporting a support issue, Purchaser shall complete any problem determination procedures, diagnostic activities and remedial actions detailed in these reference sources and in the Documentation.

4.3. As part of this warranty support for the syngo.via Application, Seller shall provide periodic Updates and Releases to the Application and Documentation of these items at no additional license fee, except that Seller reserves the right to charge for Updates and Releases that provide new features or capabilities. Purchaser shall implement Updates within sixty (60) calendar days and Releases within six (6) months after the date that Seller has designated for commencing delivery of that Update or Release, as applicable, to licensed customers generally, unless Seller announces or agrees to extensions to these implementation time frames. New features, enhancements to functionality and/or regulatory changes will not be retrofitted to down-level Releases or Versions. Seller has no obligation to support down-level Updates, Releases or Versions and, if Seller does provide such support, Purchaser shall pay Seller at Seller's then-current rates and charges for out of scope support in addition to any applicable monthly Support Fee. Purchaser shall be responsible for maintaining all necessary back-ups, recovery and required System operating procedures as specified in the Documentation for the Application.

4.4. At Purchaser's expense, Purchaser shall obtain all additional hardware, the level of Third Party Software designated by Seller, and any professional services required to implement Updates, Releases, regulatory programming changes, or, if provided, new Versions. Purchaser shall obtain support or maintenance for all Third Party Software and the syngo.via server and any other hardware specified in the Application's Documentation from the respective vendor or support provider or, where available, from Seller, and shall be responsible for any additional hardware or professional services required by Third Party Software vendors. Purchaser shall pay any fee increases imposed by Seller's suppliers of third party licensed content, including without limitation, fees relating to any third party software products or other such third party licensed content imbedded in, or provided with, any Deliverables or services. Purchaser should contact Seller prior to installing Third Party Software fix packs and service packs. Purchaser is responsible for obtaining power surge protection and uninterruptible power for the syngo.via server and any other hardware specified in the Application's Documentation.

4.5. As part of this warranty support for the syngo.via Application, Seller agrees to make available to Purchaser programming changes to the Application in response to generally applicable state-mandated billing changes and generally applicable federally-mandated regulatory changes, including programming changes made in response to the Health Insurance Portability and Accountability Act, as amended (HIPAA). Notwithstanding any other provisions of this Support Program, Seller reserves the right to charge for such programming changes based on the nature and extent of the changes. Purchaser is responsible for any additional hardware and Third Party Software (whether new or upgraded), any professional services and any third party fee increases required in response to federal and state regulatory changes.

4.6. Seller will provide Purchaser with diagnostic assistance and other problem determination procedures, for remediation of problems unrelated to Section 4.1 above, and for advice on the operation and functions of the Application ("Supplemental Support Services") on a time and materials basis at Seller's then-current hourly rate for Supplemental Support Services. Supplemental Support Service fees shall be due and payable monthly as incurred, within thirty (30) days of the invoice date. Time spent on Supplemental Support Services will be calculated in minimum time increments of one-half (1/2) hour.

5. **syngo.via SERVER**. The syngo.via server is not manufactured by Seller and does not constitute a Product under the Sales Terms; however, the terms of Section 1.4 (Third Party Products) of the Sales Terms also will not apply with respect to the syngo.via server. Instead, the terms stated on the attached syngo.via Product Warranty page will apply.

6. **REQUIRED NETWORKS**. Purchaser shall be responsible for all local area networks and wide area networks, if any, required to operate the System.

7. **USE OF SYSTEM**. Purchaser is solely responsible for using the Deliverables and for the accuracy and adequacy of information and data furnished for processing. Purchaser shall have full responsibility for the care and well-being of its patients and any reliance by it upon the Deliverables shall not diminish that responsibility.

8. **LIMITATION OF REMEDIES**. The remedy for Seller's breach of any provision of this Addendum shall be repair, re-performance or replacement by Seller. In the event that such breach cannot be remedied by repair, re-performance or replacement by Seller, or where a repair, re-performance or replacement remedy is not applicable, the terms of the Sales Terms and in particular Section 11 (Limitation of Liability) of the Sales Terms shall apply. Seller shall not be liable for claims caused by any programming change to the Application made by anyone other than Seller.

9. **ADDITIONAL DEFINITIONS**. The following additional definitions govern the meaning of the following capitalized terms used in this Addendum:

9.1. "Deliverables" means, collectively, the Application, Documentation, and any Third Party Software that Seller provides to Purchaser.

9.2. "Open Source Software" means Third Party Software for which the copyright holder has elected to make the source code available.

9.3. "Release" means a redistribution of the Application containing an aggregation of Updates and/or functional, operational and/or performance improvements.

9.4. "System" means, collectively, the syngo.via Application and the syngo.via server, together with such other hardware and Third Party Software as specified in the Documentation.

9.5. "Update" means packages of Application corrections as well as revisions addressing common functional and performance issues.

9.6. "Version" means a delivery of new features packaged as part of the existing Application.

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

1. DEFINITIONS: The following definitions apply to this Schedule:
"**Agreement**" shall mean the attached (i) Quotation for Products and/or Services including the Terms and Conditions of Sale and applicable schedules; and/or (ii) Software License Agreement describing the software licensed herein and the specific system for which the license is issued.
"**Licensor**" shall mean Siemens Medical Solutions USA, Inc.
"**Licensee**" shall mean the end-user to whom Licensor provides Software or Documentation for its internal use under the Agreement.
"**Software**" shall mean the software described in the attached Agreement, including the following as contained therein: (i) software programs consisting of a series of statements or instructions to be used directly or indirectly in a programmable controller or computer to bring about a certain result and (ii) databases consisting of systemized collections of data to be used or referenced directly or indirectly by a programmed controller or computer. Notwithstanding the foregoing, "Software" does not include "firmware" as such term is conventionally understood. Diagnostic/Maintenance Software also is not included within the scope of the Software licensed under this Schedule, and is available only as a special option under a separate Diagnostic Materials License Agreement and may be subject to a separate licensing fee.
"**Documentation**" shall mean the documents and other supporting materials which are intended to support the use of an associated product, including (but not limited to) instructions, descriptions, flow charts, logic diagrams and listings of the Software, in text or graphic form, on machine readable or printed media.
"**Designated Unit**" shall mean a single control unit or computer identified on the first page of the Agreement, on which Software licensed hereunder may be used by Licensee.
2. SCOPE: The following terms and conditions shall apply to all Software and Documentation provided by Licensor to Licensee under the Agreement (whether included with other products listed in the Agreement or listed separately in the Agreement), together with any updates or revisions thereto which Licensor may provide to Licensee, and all copies thereof, except any Software and/or Documentation licensed directly by Licensor's supplier under a separate end-user license agreement accompanying the Software or the Documentation, in which case Licensee agrees to be bound by that license agreement as a condition to using the Software and/or Documentation. Except as expressly provided herein, and provided that in no event shall the warranties or other obligations of Licensor with respect to such Software or Documentation exceed those set forth in this Schedule, this Schedule shall be subject to the liability limitations and exclusions and other terms and conditions set forth in the Agreement. **ANY USE OF THE SOFTWARE, INCLUDING BUT NOT LIMITED TO USE ON THE DESIGNATED UNIT, WILL CONSTITUTE LICENSEE'S AGREEMENT TO THIS SOFTWARE LICENSE SCHEDULE (OR RATIFICATION OF ANY PREVIOUS CONSENT).**
3. SOFTWARE AND DOCUMENTATION LICENSE: Subject to the payment of any applicable annual license fee(s), whether stated separately or included in the purchase price of another product, and to Licensee's acceptance of all of the obligations set forth herein and to the fulfillment of those obligations, Licensor or, if applicable, its licensor or supplier, hereby grants to Licensee a paid-up, nonexclusive and nontransferable (except as expressly provided in this Schedule) limited license to use the Software provided by Licensor under the Agreement solely for Licensee's own use on the Designated Unit and to use the Documentation in support of Licensee's authorized use of the Software, for the purpose of operating the Designated Unit in accordance with the instructions set forth in the user's manual supplied with the Designated Unit and for no other purpose whatsoever. A separate license is required for each Designated Unit on which the Software is to be used. Licensee may obtain from Licensor one copy of the Software licensed hereunder for backup and archival purposes only as is necessary to support Licensee's own authorized use of the Software, provided that Licensee includes on or in all copies (in any form) all copyright, trade secret or other proprietary notices contained on or in the Software as provided by Licensor. Additional copies of the Documentation may be licensed from Licensor at its then applicable charges. Licensee may make the Software and Documentation (including any copies) available only to its employees and other persons on Licensee's premises to whom such disclosure is necessary to enable Licensee to use the Software or Documentation within the scope of the license provided in this Schedule. If the Software is supplied to any unit or agency of the United States Government other than the Department of Defense, the Software and Documentation are classified as "restricted computer software" and the Government's rights in the Software and Documentation shall be as provided in paragraph (c) (2) of the Commercial Computer Software-Restricted Rights clause in FAR 52.227-19 and any successor laws, rules or regulations thereto. If the Software is supplied to the United States Department of Defense, the Software is classified as "commercial computer software" and the Government is furnished the Software and Documentation with "restricted rights" as defined in paragraph (c) (1) of the Rights in Technical Data and Computer Software clause in DFARS 252.227-7013 and any successor laws, rules or regulations thereto.
4. PROPRIETARY PROTECTION AND CONFIDENTIALITY: Ownership of and title to the Software and Documentation and all copies, in any form, licensed under this Schedule are and will remain in Licensor or its suppliers at all times. Licensee shall not (i) remove any copyright, trade secret or other proprietary right notices contained on or in the Software or Documentation as provided by Licensor, (ii) reproduce or modify any Software or Documentation or copy thereof, (iii) reverse assemble, reverse engineer or decompile any Software, or copy thereof, in whole or in part (except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation), (iv) sell, transfer or otherwise make available to others the Software or Documentation, or any copy thereof, except as expressly permitted by this Schedule, or (v) apply any techniques to derive any trade secrets embodied in the Software or Documentation. Licensee shall take all appropriate actions to ensure that: (i) the Software does not leave the Designated Unit's equipment location as set forth above, (ii) the Software is not copied by Licensee or any third parties, and (iii) the Software is not used in any equipment other than the Designated Unit. Licensee shall secure and protect the Software and Documentation and copies thereof from disclosure and shall take such actions with its employees and other persons who are permitted access to the Software or Documentation or copies as may be necessary to satisfy Licensee's obligations hereunder. Prior to disposing of any computer medium, computer memory or data storage apparatus, Licensee shall ensure that all copies of Software and Documentation have been erased therefrom or otherwise destroyed. In the event that Licensee becomes aware that any Software or Documentation or copies are being used in a manner not permitted by the license, Licensee shall immediately notify Licensor in writing of such fact and if the person or persons so using the Software or Documentation are employed or otherwise subject to Licensee's direction and control, Licensee shall use reasonable efforts to terminate such impermissible use. Licensee will fully cooperate with Licensor so as to enable Licensor to enforce its proprietary and property rights in the Software. Licensee agrees that, subject to Licensee's reasonable security procedures, Licensor shall have immediate access to the Software at all times and that Licensor may take immediate possession thereof upon termination or expiration of the associated license or this Schedule. Licensee's obligations under this paragraph shall survive any termination of a license, the Schedule or the Agreement.
5. UPDATES AND REVISIONS: During the warranty period or under a separate service contract or software update subscription, revised or updated versions of the Software licensed under this Schedule may be made available, at Licensor's option, to Licensee to use or to test while Licensee continues use of a previous version. Licensee has the right to decide whether to install any such revised or updated versions or to continue use of the previous version after giving due regard to the United States Food and Drug Administration rules and regulations. However, Licensee shall pay Licensor for any services necessitated by any modifications of the Software by Licensee or by Licensee's failure to utilize the current non-investigational version of the Software provided by Licensor. Software updates that provide new features or capabilities or that require hardware changes will be offered to Licensee at purchase prices established by Licensor. Licensor retains the sole right to determine whether an update represents an enhancement of a previously purchased capability or a new capability for which the Licensee will be charged. In addition, some updates may require Applications Training performed by Licensor's personnel that will be offered at Licensor's prevailing rates. Licensor retains the sole right to determine whether an update requires such training.
6. DELIVERY, RISK OF LOSS AND TITLE: Notwithstanding the provisions of Section 6 of the attached Terms and Conditions of Sale, if any, the Software and Documentation licensed hereunder shall be delivered on or about the delivery date stated in the Agreement unless a separate delivery date is agreed upon. If Software or Documentation licensed hereunder is lost or damaged during shipment from Licensor, Licensor will replace it at no charge to Licensee. If any Software or Documentation supplied by Licensor

and licensed hereunder is lost or damaged while in the possession of Licensee, Licensor will replace it at Licensor's then current applicable charges, if any, for materials, processing and distribution. Notwithstanding the provisions of Section 6 of the attached Terms and Conditions of Sale, if any, the Software and Documentation, in any form, and all copies made by Licensee, including partial copies, and all computer media provided by Licensor are and remain the property of Licensor or its supplier. Licensee has no right, title or interest in the Software, the Documentation, or any computer media provided by Licensor, or copies, except as stated herein, and ownership of any such Software, Documentation and computer media shall at all times remain with Licensor or its suppliers.

7. LICENSE TRANSFER: The Software and Documentation, and the license hereunder, may not be assigned, transferred or sublicensed except as hereinafter provided. Upon the sale or lease of the Designated Unit to a third party, Licensee may transfer to such third party, with Licensor's written consent and in accordance with Licensor's then current policies and charges, the license to use the Software and Documentation hereunder, together with the Software, the Documentation, the computer media provided by Licensor, and all copies provided that: (i) Licensee notifies Licensor in writing of the name and address of such third party; (ii) such third party agrees in a written instrument delivered to Licensor to the terms of this Schedule; and (iii) Licensee does not retain any copies of the Software or Documentation in any form.

8. WARRANTIES: Licensor warrants that for the warranty period provided by Licensor under the attached Terms and Conditions of Sale, if any, the Software shall conform in all material respects to Licensor's published specifications as contained in the applicable supporting Documentation. This paragraph replaces Paragraphs 10.1 and 10.4 of any such Terms and Conditions of Sale with respect to the Software and Documentation. Such Documentation may be updated by Licensor from time to time and such updates may constitute a change in specification. Licensee acknowledges that the Software is of such complexity that it may have inherent or latent defects. As Licensee's sole remedy under the warranty, Licensor will provide services, during the warranty period, to correct documented Software errors which Licensor's analysis indicates are caused by a defect in the unmodified version of the Software as provided by Licensor. Licensor does not warrant that the Software will meet Licensee's requirements, or will operate in combinations which may be selected for use by Licensee, or that the operation of the Software will be uninterrupted or error free. Licensee is responsible for determining the appropriate use of and establishing the limitations of the Software and its associated Documentation as well as the results obtained by use thereof.

LICENSOR MAKES NO WARRANTY WITH RESPECT TO THE SOFTWARE AND DOCUMENTATION OTHER THAN THOSE SET FORTH IN THIS SECTION. THE WARRANTY HEREIN IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY DISCLAIMED, AND CONSTITUTES THE ONLY WARRANTY MADE WITH RESPECT TO THE SOFTWARE AND DOCUMENTATION.

9. LICENSE TERM AND TERMINATION: The license for the Software and Documentation is effective on the shipment date of the Software and Documentation (F.O.B. shipping point or F.A.S., as the case may be) and continues until Licensee's possession of the Software and all copies ceases (except in connection with a transfer of the license as permitted by this Schedule) or until otherwise terminated as provided herein. Licensee may terminate the license for the Software and Documentation at any time after discontinuance of use of the Software and Documentation and all copies, upon written notice to Licensor. If Licensee (i) fails to comply with its obligations herein and does not cure such failure within ten (10) days after receipt of notice from Licensor, or (ii) attempts to assign the Agreement or this Schedule or any rights or obligations hereunder without Licensor's prior written consent, then Licensor may terminate the license hereunder and require the immediate discontinuance of all use of the Software and Documentation and all copies thereof in any form, including modified versions and updated works. Within five (5) days after the termination of the license, Licensee shall, at Licensor's option either: (i) return to Licensor the Software and Documentation, and all copies, in any form, including updated versions, along with any computer media provided by Licensor; or (ii) destroy the affected Software and Documentation, and all copies, in any form, including updated versions, and certify such return or destruction in writing to Licensor.

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

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

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

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

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

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Revised 03/15/05

SIEMENS
Siemens Medical Solutions USA, Inc.
51 Valley Stream Parkway, Malvern, PA 19355

SIEMENS REPRESENTATIVE
Donald Werner - (865) 548-6348

TRADE-IN EQUIPMENT REQUIREMENTS

THE FOLLOWING APPLIES ONLY TO THE EXTENT THAT THE QUOTATION INCLUDES AN EQUIPMENT TRADE-IN. THESE REQUIREMENTS ARE IN ADDITION TO ANY OTHER REFERENCED TERMS AND CONDITIONS ON 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 Allowance 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 trade-in equipment is denied past 14 days post-turnover, then Purchaser shall pay to Seller a rental fee in the amount 10% of the total trade-in value plus any additional value provided by an Elevate/Promotional program included in this Quotation (no less than $1000) for each month, or part thereof, that access is denied. In addition, if the purchase and installation of the new equipment covered by this Quotation is not completed, then Seller shall invoice Purchaser for all costs and expenses incurred by Seller in connection with the de-installation and removal of the trade-in equipment, including but not limited to labor, materials, rigging out, and transportation, which costs shall be paid by Purchaser within thirty (30) days of the invoice date.

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

FOR MR SYSTEMS: cryogen levels must be least 65% upon time of de-installation. FOR MOBILE SYSTEMS: system must be road worthy and a state issued title transferring ownership to Seller must be received by Seller 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. 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.

SIEMENS
Siemens Medical Solutions USA, Inc.
51 Valley Stream Parkway, Malvern, PA 19355

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Donald Werner - (865) 548-6348

MI Warranty Information

Product	Period of Warranty[1]	Coverage	
(New Systems and "Proven Excellence" Refurbished Systems Only)			
MI-SPECT System or MI-PET System (not including radioactive sources and consumables)	12 month	Full Warranty (parts & labor including ALL CT tubes)	
Post-Warranty (after expiration of system warranty) – Replacement parts only:			
Straton CT tubes	Prorated to a maximum of 160,000 scan-seconds or 12 months whichever occurs first	Prorated credit given to customer against replacement cost	credit percentage = (160,000 – scan-seconds used) / 160,000*100
Dura Akron Q CT tubes	Prorated to a maximum of 120,000 scan-seconds or 12 months whichever occurs first	Prorated credit given to customer against replacement cost	credit percentage = (120,000 – scan-seconds used) / 120,000*100
All other Dura CT tubes	Prorated to a maximum of 130,000 scan-seconds or 12 months whichever occurs first	Prorated credit given to customer against replacement cost	credit percentage = (130,000 – scan-seconds used) / 130,000*100
Spare Parts	6 month	Parts only	
Radioactive Sources	Not covered		
Consumables	Not covered		

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

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

syngo.via Warranty Information

Product	Period of Warranty	Coverage
syngo.via Application	Twelve (12) months	(a) Seller shall correct any failure of that Application to perform substantially in accordance with its Documentation (b) Seller shall provide periodic Updates and Releases (as those terms are defined in the Addendum for syngo.via) to that Application and Documentation of these items at no additional license fee, except that Seller reserves the right to charge for Updates and Releases that provide new features or capabilities.
syngo.via server	The OEM warranty that is passed through to Purchaser is three (3) years from delivery unless otherwise specified in the quotation	(a) Seller warrants that that server will be ordered new from Seller's supplier(s) and will include the manufacturer's standard end-user warranty for the duration stated above; (b) Seller will pass through to Purchaser all assignable end-user warranties from the server's manufacturer; (c) use of the server may be subject to the Purchaser's agreement to comply with any software licensing terms imposed by the manufacturer for operating system and other software included with the server; and (d) the manufacturer, and not Seller, is solely responsible for any required product recall, warranty service, maintenance, support, and complaint handling, as well as any other applicable FDA regulatory requirements.

Siemens Medical Solutions

Interim PET/CT Quotation | May 6, 2014

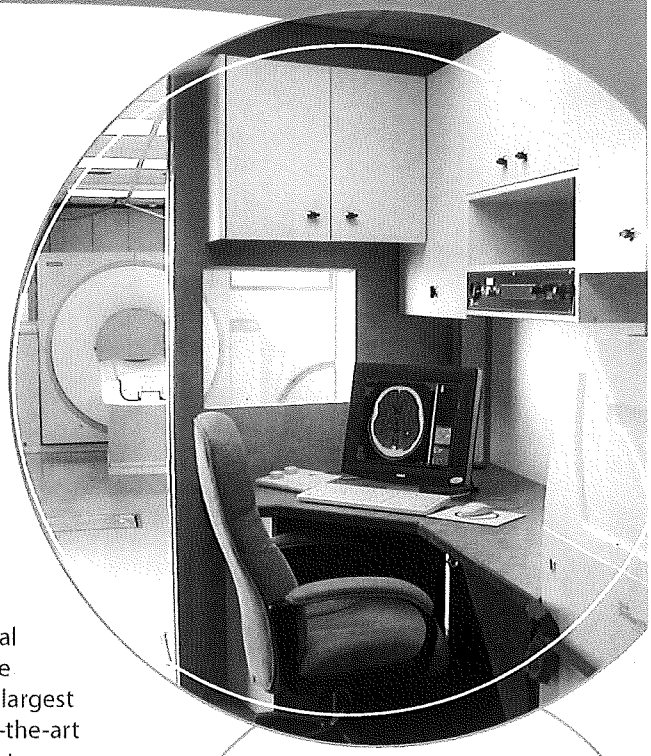
Prepared by:
Jeff Zupke | Interim Imaging Specialist | DMS Health Technologies
763.463.3024 | Jeff.Zupke@dmshg.com

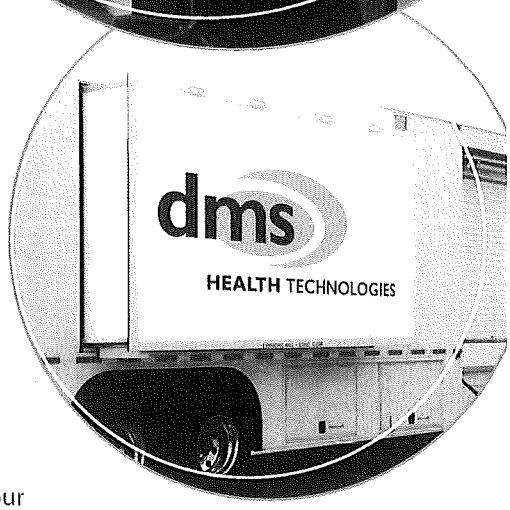
Interim Imaging Solutions

DMS customers rate their overall satisfaction with our interim rental solutions at **98%**.

Diagnostic imaging modalities include:

- Magnetic Resonance Imaging (MRI)
- Computed Tomography (CT)
- PET/CT
- Nuclear Medicine
- Cardiac/Angio
- Digital Mammography





DMS interim imaging solutions bridges the gaps in your facility's imaging services.

When you have interruptions in patient care, DMS can help bridge the gap. Whether you are experiencing patient backlog, renovation, system upgrades, or disaster recovery, DMS can provide a complete turnkey solution through our interim fleet of diagnostic imaging systems.

Whatever your clinical and technical requirements, with DMS you'll have access to one of the youngest and largest fleets in the industry, with state-of-the-art technology from multiple manufacturers.

Tailored Solutions

DMS' broad range of diagnostic imaging equipment and services can be customized to create a flexible solution, from as short as one week to any term necessary to meet your needs. In addition, DMS offers competitively priced systems with flexible contract terms.

DMS also offers healthcare facilities tailored Emergency Management Planning services to help you limit the impact of a disaster before it occurs. This plan will allow you to augment your facility's ability to respond to challenges faced in an emergency, and have solutions in place if disaster strikes.

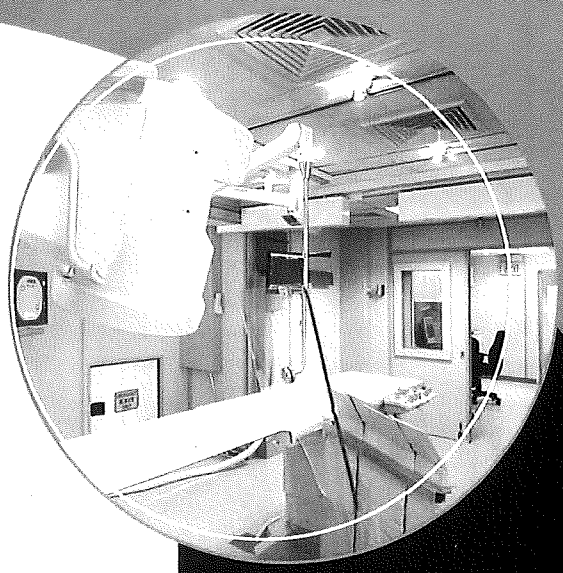
Service & Support

With DMS you will benefit from our experience and depth. DMS will manage every aspect of the project, from site planning, delivery and set-up, to follow-up maintenance and system removal – our goal is to make your rental seamless and hassle-free.

Our applications specialists are on-hand to provide you with assistance on protocols, image quality, and will help train your staff. With access to our 24-hour Service Call Center, you'll never go without technical, applications, or service assistance.

dms
HEALTH TECHNOLOGIES®
800.437.4628
DMSHealthTechnologies.com

Mobile, Interim and Fixed-Site Imaging Solutions



Proven

Over the past forty years, DMS has earned the trust of hundreds of healthcare facilities across the country by providing high quality, dependable and adaptable solutions.

We will keep you up and running. DMS can bridge any gap that may exist in your facility's imaging services, enabling you to provide consistent quality care and industry leading services to your patients.

DMS acts as a transparent extension of your facility's patient care with mobile imaging solutions that meet your clinical requirements and business objectives.

"DMS was an accommodating partner from day one. The friendliness of the contract, their availability and variety of equipment options and their pricing were all reasons we chose them.

I would have no hesitation recommending DMS to anyone. The company is extremely reputable, their level of equipment and support is extremely good, and most importantly, they've really lived up to their promises."

Ivan Vinueza, Radiology Director
Grace Hospital - Morgantown, NC

dms

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Mobile, Interim and Fixed-Site Imaging Solutions

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Toll Free: 800.437.4628
Fax: 763.425.4709
www.DMSHealthTechnologies.com

May 6, 2014

Siemens Medical Solutions
51 Valley Stream Parkway
Malvern, PA 19355

Site: TBD

Re: Interim Rental PET/CT Proposal

Thank you for your interest in interim rentals from DMS Health Technologies! As one of the country's largest providers of mobile imaging products, DMS owns and operates a full product line of mobile MRI, CT, Cath Lab, PET/CT and Nuclear Medicine rental units to meet all of your needs. Rental units are available from most major manufacturers and offered in a wide variety of product configurations and pricing to meet the needs of almost every budget and clinical expectation.

Enclosed is an Executive Summary covering the most critical details to help you make an informed decision. Please be aware that all interim rental products are subject to availability and placed on a first-come-first-served basis. I encourage you to act quickly to secure the product of your choice.

Please visit DMS Health Technologies - Interim Imaging for additional information on detailed equipment specifications, site planning guides, system photos and much more useful information on this and many other DMS Health Technologies products.

Trust that you will experience effective, reliable and adaptable services from DMS. Our highly experienced personnel will be with you every step of the way – from system delivery, system set-up, power connections, and manufacturer checkout and readiness to applications training, product turnover for patient use, and any other situation that may arise.

We look forward to your call as your project progresses. For your convenience, I can be reached by calling at 866.442.7434 to answer any questions you may have.

Best regards,

Jeff Zupke
Sales Specialist | DMS Health Technologies
763-463-3024 | Jeff.Zupke@dmshg.com

dms
HEALTH TECHNOLOGIES™

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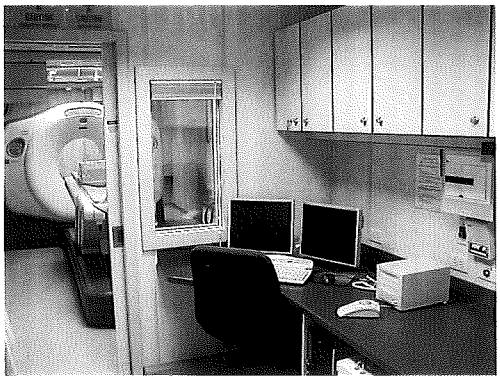
Maple Grove, MN 55369
Phone: 763.315.1947
Toll Free: 800.437.4628
Fax: 763.425.4709
www.DMSHealthTechnologies.com

PROPOSAL #050614AP

Proposed Product:	General Electric Discovery ST4 PET/CT System
Term of Agreement:	1 month
Price per Month:	$45,000.00
Security Deposit:	$10,000.00
Service and Preventive Maintenance:	Included M - F 8:00am – 5:00pm, 24 hour Call Center
Trailer Maintenance:	Included – 24 hour Call Center
On-Site Project Management:	Included – No Charge
Transportation:	Included – No Charge
Applications/Staffing:	On-site Upon Request – Hotline Support At No Charge

SUMMARY PRODUCT DESCRIPTION
PC-004

- GE Discovery ST 4 slice PET/CT scanner
- Software: pet_libh_1.39.h2_P_m4_g
- 2D and 3D PET with Diagnostic CT
- Xeleris Functional Imaging Workstation
- Myovation Cardiology Suite
- Volumetrix Tomography Suite
- Motion Correction SPECT
- Spect/Code Iterative Reconstruction
- SPECT Compare
- Aladdin Programming Environment
- 3.2 GHz Pentium 4 Processor
- Window XP Operating System
- DVD RAM Drive
- DICOM 3.0 Store/Query/Retrieve
- Flat Panel LCD Color Monitor
- ConnectPro HIS/RIS Interface
- Xeleris Multi Modality Image Registration Tool
- Codonics Laser Printer



For purposes of this proposal, these photos may not represent those of the actual system delivered.

SIEMENS

CONTRACT ADDENDUM
Siemens Medical Solutions USA, Inc.
Quotation Nos. 1-8OCE1S
Purchase Agreement/Terms and Conditions of Sale

This Addendum shall become a part of each of the equipment sales agreements between **Siemens Medical Solutions USA, Inc.** ("Siemens" or "Seller") and **Wesley Long Community Hospital** ("Purchaser"), referenced as Siemens' Quotation Nos. 1-8OCE1S, which quotations include Siemens' Standard Terms and Conditions of Sale and the Software License Schedule (each an "Agreement"). If there is any conflict between the terms of this Addendum and the terms of the Agreement, the terms of this Addendum shall control.

1. Regardless of confidentiality language included in the Quotation, Purchaser may share Quotation as required for State CON review.

Siemens Medical Solutions USA, Inc.

By: _____

Name: Robert Ferro

Title: Sr Finan VP

Date: 7/18/14

By: _____

Name: Eric J. Malinowski

Title: SE Controller

Date: 7/18/14

Wesley Long Community Hospital

By: _____

Name: Paul A. Jeffrey

Title: President

Date: 7-22-14