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

November 20, 2014

Dee Jay Zerman
Hedrick Building
211 Friday Center Drive, Suite G015
Chapel Hill, NC 27517

Exempt from Review - Replacement Equipment

Facility:	High Point Regional Hospital
Project Description:	Replacement of existing interventional radiology equipment
County:	Guilford County
FID #:	943251

Dear Ms. Zerman:

In response to your letter of November 4, 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 Artis Q interventional radiology equipment to replace the existing Siemens Multistar TOP, located on the second floor at High Point Regional Hospital. You may also proceed to acquire, without a certificate of need, the Siemens Acuson S2000 ultrasound equipment to replace the Acuson / Siemens Alegra & Sequoia, also located on the second floor at High Point Regional Hospital. This determination is based on your representations that the existing units will be removed from North Carolina and will not be used again in the State without first obtaining a certificate of need.

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

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

Sincerely,

Celia C. Inman

Celia C. Inman, Monitoring Analyst
Certificate of Need Section

Martha J. Frisone

Martha J. Frisone, Interim Chief
Certificate of Need Section

cc: Medical Facilities Planning Branch, DHSR
Construction Section, DHSR
Radiation Protection Section, DHSR

HIGH POINT REGIONAL
UNC HEALTH CARE

Hedrick Building
211 Friday Center Drive, Suite G015
Chapel Hill, NC 27517

November 4, 2014

Celia Inman, Project Analyst
Certificate of Need Section
Division of Health Service Regulation, DHHS
Mail Service Center 2704
Raleigh, NC 27699-2704

RE: Request for Exemption / Replacement of existing interventional radiology equipment / High Point Regional Hospital / Guilford County

Dear Ms. Inman:

High Point Regional is planning to replace an existing interventional radiology system, including ultrasound, and is requesting a determination that the replacement of this equipment is exempt from review pursuant to NCGS §131E-184(7). The existing interventional equipment was placed in service during 1999, and the existing ultrasound equipment was placed in service during 2000. Both pieces of equipment remain in use.

The existing system is of aging technology, is difficult to repair and keep operational, and is no longer being manufactured by the vendor. Equipment repairs resulted in 114 hours of downtime and added expense during fiscal year 2013. Patient delays and exam cancellations are patient dissatisfiers, as well dissatisfiers for referring physicians, radiologist and staff. The new replacement system will allow staff to provide more reliable service. The Artis Q will also offer enhanced visualization and contrast resolution, while reducing radiation dosages. And the new system's table will allow for treatment of bariatric patients.

We are supplying the following information that the CON Section has requested in the past as a part of its general information request for an equipment replacement exemption.

1. A comparison of the existing and replacement equipment, using the format in the following table:

Equipment Comparisons

Interventional Radiology Equipment	*Existing Equipment*	*Replacement Equipment*
Type of Equipment (List each component)	*Interventional Radiology*	*Interventional Radiology*
Manufacturer of Equipment	Siemens	Siemens
Tesla Rating for MRIs	Not applicable	Not applicable

Model Number	Multistar TOP	Artis Q
Serial number	#01682	Not yet available
Provider's Method of Identifying Equipment	By model & serial #s	By model & serial #s
Specify if Mobile or Fixed	Fixed	Fixed
Mobile Trailer Serial Number/ VIN #	Not applicable	Not applicable
Mobile Tractor Serial Number/ VIN #	Not applicable	Not applicable
Date of Acquisition of Each Component	9/1999	2014
Does Provider Hold Title to Equipment or Have a Capital Lease?	Owns	HPR will own
Specify if Equipment Was/ Is New or Used When Acquired	New	Will be new
Total Capital Cost of Project (Including Construction, etc.) <Use Attached Form>	$1,320,000	$1,300,000 Interventional unit only; Project total $1,923,964
Total Cost of Equipment	$1,121,122	$1,300,000
Fair Market Value of Equipment	$1,900 trade-in value	$1,300,000
Net Purchase Price of Equipment	$1,121,122	$1,300,000
Locations Where Operated	High Point Regional Hospital	High Point Regional Hospital
Number of Days In Use/ To be Used in N.C. Per Year	365 days	365 days
Percent of Change in Patient Charges (by Procedure)	Not applicable	No change
Percent of Change in Per Procedure Operating Expenses (by Procedure)	Not applicable	No change
Type of Procedures Currently performed on Existing Equipment	Interventional radiology procedures	Not applicable
Type of Procedures New Equipment is Capable of Performing	Not applicable	Interventional radiology procedures

Ultrasound Equipment	*Existing Equipment*	*Replacement Equipment*
Type of Equipment (List each component)	Ultrasound	Ultrasound
Manufacturer of Equipment	Acuson / Siemens	Siemens
Tesla Rating for MRIs	Not applicable	Not applicable
Model Number	Elegra & Sequoia	Acuson S2000
Serial number	#5644 & #53674	Not yet available
Provider's Method of Identifying Equipment	By model & serial #s	By model & serial #s
Specify if Mobile or Fixed	Mobile	Mobile
Mobile Trailer Serial Number/ VIN #	Not applicable	Not applicable
Mobile Tractor Serial Number/ VIN #	Not applicable	Not applicable
Date of Acquisition of Each Component	2000	2014
Does Provider Hold Title to Equipment or Have a Capital Lease?	Owns	HPR will own
Specify if Equipment Was/ Is New or Used When Acquired	New	Will be new
Total Capital Cost of Project (Including Construction, etc.) <Use Attached Form>	$572,670	$244,161 Ultrasound equipment only; Project total $1,923,964
Total Cost of Equipment	$261,335	$244,161 ultrasound only
Fair Market Value of Equipment	Combined total trade-in values $19,001	$244,161
Net Purchase Price of Equipment	$261,335	$244,161
Locations Where Operated	High Point Regional Hospital	High Point Regional Hospital
Number of Days In Use/ To be Used in N.C. Per Year	365 days	365 days
Percent of Change in Patient Charges (by Procedure)	Not applicable	No change
Percent of Change in Per Procedure Operating Expenses (by	Not applicable	No change

Procedure)		
Type of Procedures Currently performed on Existing Equipment	Ultrasound studies	Not applicable
Type of Procedures New Equipment is Capable of Performing	Not applicable	Ultrasound studies

2. A description of the basic technology and functions of the existing and replacement equipment, including the diagnostic and treatment purposes for which the equipment is used or capable of being used.

Response: The machines to be replaced are a Siemens Multistar TOP and ultrasound equipment. The interventional equipment was purchased in 1999 for $1,121,122. The ultrasound equipment was purchased in 2000. The current equipment and the replacement equipment work as a system and will perform the same basic functions including, minimally invasive diagnostic and therapeutic interventional techniques.

During procedures, small tubes, such as catheters and other very small instruments, are guided through the blood vessels or other pathways to a targeted site, to treat of a variety of medical disorders and diseases. This clinical subspecialty performs many types of percutaneous procedures, including biopsies, fluid draining, catheter insertions, embolizations, ablations, and dilating or stenting of narrowed vessels. Studies commonly performed include: angiograms, catheter placements, myelogram/lumbar punctures, thoracentesis, tube placement, stent placements, ablations, embolizations, etc. The radiologists can treat aneurysms, internal bleeding, blood clots, infections and abscesses, urinary tract obstructions, and many other conditions without using surgery.

3. Brochures or letters from the vendors describing the capabilities of the existing equipment and the replacement equipment.

Response: A copy of the original brochure and the original quote for the existing Multistar TOP and Elegra & Sequoia system are not available. A *similar* Multistar brochure is included in Exhibit 1. A copy of brochures for the proposed Artis Q and Acuson S2000 are attached as Exhibits 2 and 3.

4. A copy of the purchase order for the existing equipment, including all components and original purchase price.

Response: A copy of the original brochure and the original quote for the existing Multistar TOP and Elegra & Sequoia system are not available. A *similar* Multistar brochure is included in Exhibit 1. A copy of brochures for the proposed Artis Q and Acuson S2000 are attached as Exhibits 2 and 3.

5. A copy of the title, if any, for the existing equipment or the capital lease for the existing equipment.

Response: Not applicable. The existing equipment does not have a title and is not leased.

6. If the replacement equipment is to be leased, a copy of the proposed lease that transfers substantially all the benefits and risks inherent in the ownership of the equipment to the lessee of the equipment, in accordance with criteria in Generally Accepted Accounting Principles (GAAP).

Response: Not applicable. The replacement equipment will not be leased.

7. If the replacement equipment is to be purchased, a copy of the proposed purchase order or quotation, including the amount of the purchase price before discounts and trade-in allowance.

Response: Copies of the quotes received from Siemens for the replacement equipment are contained in Exhibits 4 and 5. The existing machines have minimal trade-in value as indicated in the quotes and also indicated on the Equipment Comparison Tables.

8. A letter from the person taking possession of the existing equipment that acknowledges the existing equipment will be permanently removed from North Carolina, will no longer be exempt from requirements of the North Carolina Certificate of Need law, and will not be used in North Carolina without first obtaining a new certificate of need.

Response: See Exhibit 6 for a copy of a confirmation letter from Siemens.

9. Documentation that the existing equipment is currently in use and has not been taken out of service.

Response: High Point Regional's equipment is currently in use as indicated and certified on the most recent Licensure Renewal Application form. See Exhibit 7 for copies of pages from the 2014 Licensure Renewal Application pertaining to radiology special procedures equipment.

Exhibit 8 contains a completed 'Proposed Total Capital Cost of Project' form which projects the total capital cost of this replacement project to be $1,923,964. Exhibit 8 also includes a certified cost estimate for the construction portion of the replacement. The total project cost includes all costs required to make the interventional system operational.

Please do not hesitate to contact me at 984-974-1210 if you need any additional information. Thank you for your prompt consideration of this matter.

Sincerely,

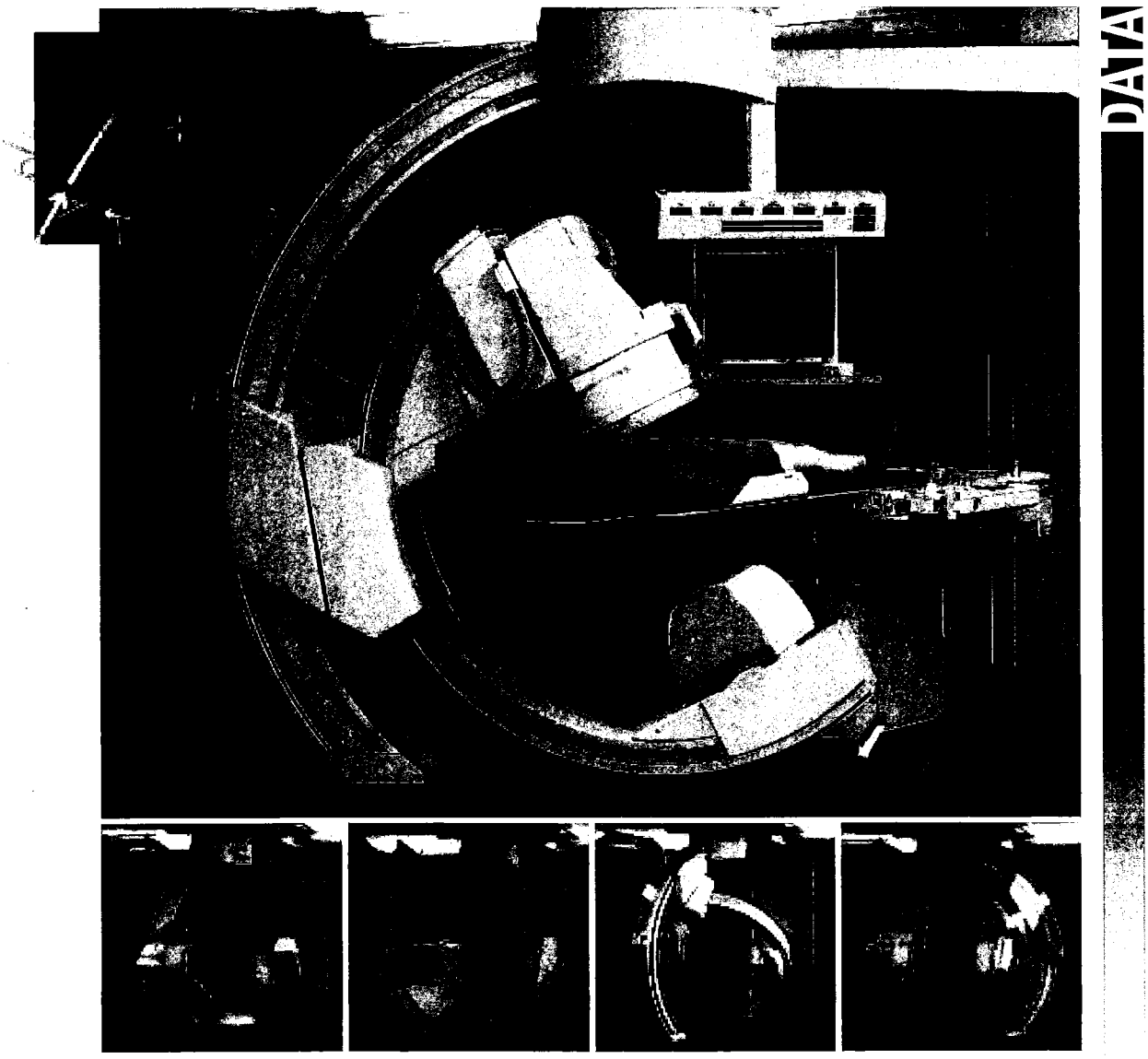
Dee Jay Zerman

Dee Jay Zerman, Director of Regulatory Planning
UNC HCS

SIEMENS

Similar to EXISTING MULTISTAR TOP

MULTISTAR Plus
Universal System for Angiographic Diagnostics and Interventions



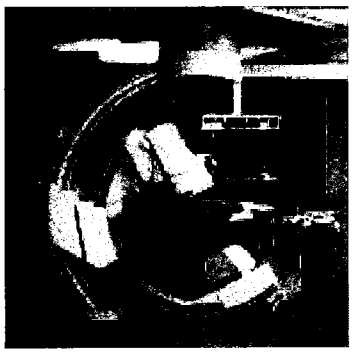
DATA

Leader in Angiography MULTISTAR

MULTISTAR Plus
Angiography System for Diagnostics and Interventions

MULTISTAR Plus – Vascular diagnostics and interventions, simple, fast, and safe, and with optimal flexibility through its unique double C-arm design.

A secure long-term investment which prepares you for tomorrow's requirements.



General

MULTISTAR Plus represents a Siemens innovation in the field of angiography.
Close co-operation with numerous users and decades of experience with medical X-ray equipment formed the basis for the development of this new angiographic system, MULTISTAR Plus.

The MULTISTAR Plus system concept was designed to support the most modern diagnostic examination methods and interventional techniques. Its ergonomic design permits high patient throughput.

MULTISTAR Plus was designed with the user in mind; it is logically organized and simple to use. High patient comfort and ergonomic operating procedures for the clinician contribute to a calm, stress-free atmosphere, particularly desirable for interventional procedures.

MULTISTAR Plus has been optimally adapted to today's clinical requirements.

MULTISTAR Plus is the perfect choice for the following applications:

- Angiography:
  Vascular diagnositics from head to toe
- Interventional procedures:
  Vascular and cardiovascular (e.g dilatation, embolization, atherectomy)
- Nonvascular (e.g. biopsies, drainages, nucleotomy, TIPS)

* Optional

[1] see page 7

System Components

Gantry system

Double C-arm:
MULTISTAR D

Patient table:
KOORDINAT M/O.R.

Monitor suspension:
MTS

Injector:
ANGIOMAT Illumena*/
MEDRAD MARK V ProVis*

Radiation generation

High-frequency generator:
POLYDOROS IS-AF
with automatic exposure control via CAREMATIC

X-ray tube [1]:
MEGALIX Cat

Image acquisition system

Image intensifier [1]:
SIRECON 40-4 HDR/S,
SIRECON 33-4 HDR

TV system:
VIDEOMED S-D

Image processing system

Digital imaging system:
POLYTRON T.O.P.

Image display:
DISPLAY 2000

Monitors:
SIMOMED HM

Documentation:
Digital laser camera*,
analog laser camera* or
monitor camera*,
S-VHS-Rec.*, video printer*,
printer* for reports

Digital Archival
CD-Rec*, CD-MEDICAL*

Networking:
POLYTRON.NIU interface*,
SIENET interface*,
DICOM 3-, PACS interface*

Communication system

Data communication:
T.O.P.-net and remote service diagnostics via modem

System Highlights

POLYTRON T.O.P.
Highly automated digital imaging system

DISPLAY 2000
High-resolution, flickerfree monitor images

POWERGRIP
Power-assisted manual C-arm movement, directly at the image intensifier.

POLYDOROS IS-AF with CAREMATIC
Automatically correct exposure parameters without test shots and without manual setting.

NEW SESSION
Permits problem-free appending of an additional examination to an existing one (even with images loaded from a CD*).

DYNAVISION Plus*
Angle-triggered rotational angiography with dose-saving subtracted display and a 3D effect (including AUTOMAP*)

PERIVISION*
Highly automated technique for peripheral DSA with a single contrast medium injection

DCM*
Digital acquisition for cardiac angiography with 15 and 30 f/s, also possible in parallel operation with cine camera*.

Digital Archival
Digital archiving of entire angiographic or cardiac* studies onto compact disks (CD-R* and CD-MEDICAL*), or into networks (POLYTRON.NIU*).

Image archival to DICOM 3 networks (SIENET/DICOM*)

HIS/RIS connection*
Import of patient demographic data out of Hospital Information Systems (HIS) or Radiology Information Systems (RIS)

High Speed DSA*
DSA exposures at 10 frames/second (1024 x 1024)

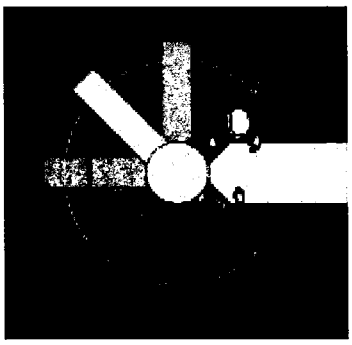
CO_2 Display*
Special software for optimal display of CO_2 angiography

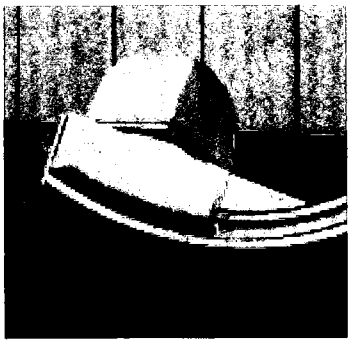
DAZ*
Digital Acquisition Zoom for dose saving enlargement of image portions.

AUTOMAP*
Automatic gantry positioning depending on the reference image selected (excluding DYNAVISION Classic)

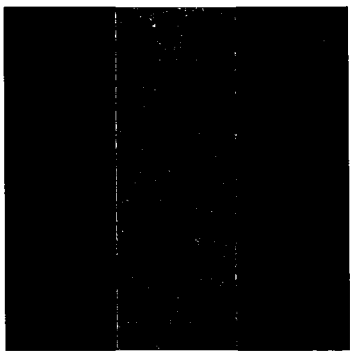
MULTISPACE* with DIRECT-Drive
Free patient access through increased flexibility in gantry positioning. Automatic rotation of the TV camera and collimator unit provides greater examination comfort for the patient and physician (e.g. for arm angiography).

Multitasking
Parallel Fluoro Mode* (PFM) and Dual Patient Processing* (DPP) for image evaluation in the control room during an ongoing examination.





*MULTISPACE**



DIRECT-Drive

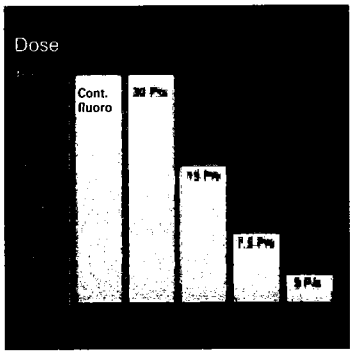
MULTISTAR Plus
Angiography System for Diagnostics and Interventions

Radiation protection

A variety of measures provide a significant dose reduction while maintaining outstanding image quality. Additional options are also available to provide even greater protection.

CAREVISION*

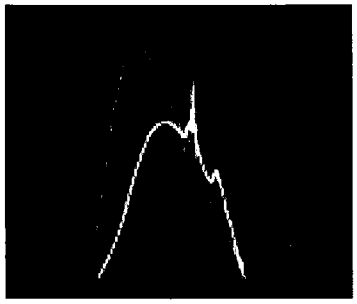
Pulsed fluoroscopy (3, 7.5, 15, 30 f/s) provides considerable dose savings while maintaining excellent image quality (up to 90% dose reduction when compared to continuous fluoroscopy). Primary collimation and radiation-free collimation: universal collimator with CAREFILTER, CAREPROFILE. The collimator comprises an iris collimator, square collimator, and filters for DSA and cardiac applications as well as a semi-transparent finger filter. The filters can be rotated and moved independently.



CAREVISION

CAREFILTER

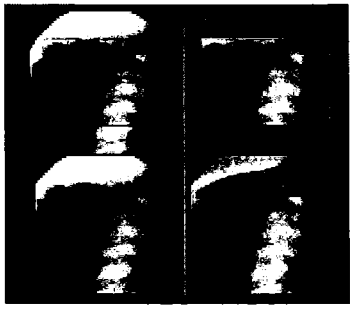
This function is integrated in the universal collimator and enables up to 50% dose reduction during fluoroscopy and radiography.
In addition, the 0.2 mm Cu filter is automatically adjusted depending on absorption by object.



CAREFILTER

CAREPROFILE

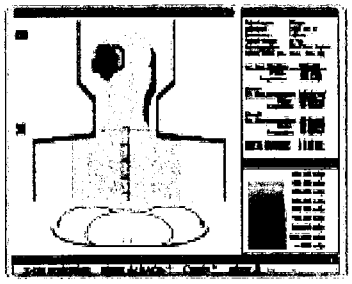
Through integration with the imaging system, CAREPROFILE permits radiation-free collimation. It does so by displaying the position of the collimator and filters graphically on the image monitor using the LIH image, contributing to dose reduction.



CAREPROFILE

CAREGRAPH*

Software for displaying the dose distribution on the PC with online updating through continuous transfer of measurements.



CAREWATCH*

Measurement and display of the accumulated skin dose in the examination room: CAREWATCH* (incl. DIAMENTOR)

Upper and lower body radiation protection*

Radiation protection for the user and the patient is particularly important for longer interventional procedures.
In addition to general radiation protection (lead aprons*, lead-glass eyewear*, and thyroid protection*) direct scatter radiation shields are also available.

* Optional

Technical Description

MULTISTAR System

MULTISTAR Plus optimally fulfills the requirements of general angiography as well as cardiac angiography. It allows diagnostic and interventional procedures to flow quickly and smoothly. The system provides a high degree of optimization for virtually all types of procedures.

T.O.P.-net

T.O.P.-net is an ultrafast, digital fiber optic network for rapid processing and exchange of data.

- It provides intelligent and flexible system control with an extremely high level of reliability.
- It also permits a modem connection allowing remote diagnostics for faster service response, an increased service quality, and longer system uptime.
- T.O.P.-net also simplifies future system expansions.

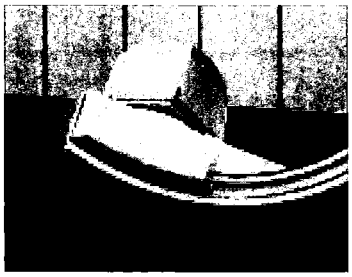
MULTISTAR Gantry

Multi-directional projections – without limitations

The ceiling-suspended MULTISTAR gantry features a double C-arm with an adjustable isocenter angle, referred to as "orbital lift". This feature offers many application benefits through a wide range of angulation, e.g. hyper-projections. The intelligent system control as well as the light, compact design of the MULTISTAR gantry enables motorized, vibration free movement along the patient table. As a result, highly accurate positioning for PERIVISION* is possible. Even with the image intensifier in the undertable position, angulation is practically unlimited.

MULTISPACE* – for optimal patient access

The flexible positioning of the MULTISTAR gantry, with a rotation range of 270° around the patient, enabling free access to the patient from all sides. Even in the intermediate positions, most projections are possible. In addition, monitor positioning has been improved significantly. The image on the monitor is always displayed in the head-to-toe direction, regardless of the gantry position. This is accomplished through automatic rotation of the TV camera and collimator unit. This feature also optimizes the image direction for arm angiography. Without the MULTISPACE* feature, the gantry can be positioned and used at 0°, + 90° and – 90°.



High-speed C-arm – for faster workflow

The high-speed C-arm drives at 15°/s (LAO/RAO as well as cranial/ caudal) for manual positioning and up to 25°/s to access programmed projections, making it possible to change quickly from one projection to another. The maximum speed for rotational angiography is 25/s.

Active angle programming – for reproducible projections

To facilitate rapid selection of the C-arm angle, up to three gantry angle positions can be stored and recalled at the touch of a button, even during an interventional procedure. The memory can be expanded for 25 positions*.

Motorized longitudinal gantry movement

Examinations from head to toe can be performed while the patient remains stationary. Longitudinal gantry positioning is possible without any additional assistance.

Gantry stepping* – with a stationary patient

The C-arm system can be stepped for peripheral angiography. The advantages are reduced stepping times and precise positioning. When using PERIVISION*, the user initiates each step during the DSA examination while monitoring the flow of contrast medium. Without PERIVISION, PERISCANNING is performed by continuously moving the table or the gantry during unsubtracted imaging.

MULTISTAR Plus
Angiography System for Diagnostics and Interventions

Intelligent Collision Protection (ICP) – assuring a high level of safety

The collision computer knows the gantry contours and constantly monitors their positions. When approaching a collision zone, the system automatically reduces the speed of the gantry movement. The mechanical proximity switches on the image intensifier, universal collimator, and C-arm provide additional safety for the patient, operating personnel, and equipment.

Ceiling-mounted installation – adaptable to different room heights

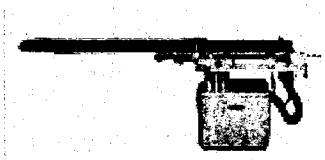
The sturdy, light metal construction ensures low ceiling load. The gantry can be adapted to different room heights.

DYNAVISION Classic

Rotational angiography with 3D effect. Can be selected directly via the "DYNAVISION" key on the system operating console in the examination room. This 3D effect is achieved through unsubtracted imaging with low acquisition frame rates that result in lower dose. Manual subtraction of individual image pairs is possible as well.

KOORDINAT M

Patient table for all angiographic examinations



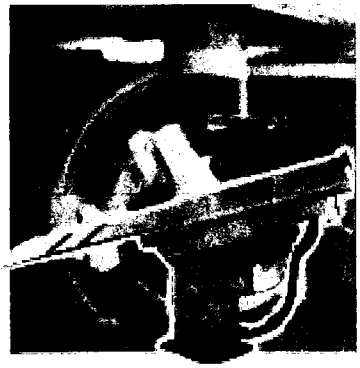
The floor-mounted table with height-adjustable telescoping base simplifies patient positioning. The anatomically contoured floating tabletop is constructed of carbon fiber. The extended longitudinal travel of 1250 mm (49") offers flexible patient positioning. The cantilevered end allows for examinations from head to toe. The large table pivot range of ± 90° simplifies patient transfer and permits optimized positioning for arm angiography as well.

Variable positioning of support rails

The tableside accessory / operating console rail can be pulled away from the patient for easy patient positioning, or it can be positioned near the patient for optimum user-friendliness.

KOORDINAT O.R.

Patient table for O.R. environment



The KOORDINAT O.R. was specifically designed for complex endovascular types of applications. It features a radiolucent floating tabletop which covers the entire length of the patient. If surgical intervention is required, the table can be tilted in Trendelenburg and lateral positions – just as a traditional O.R. table. In addition, the table can be operated with a standalone power supply and has a backup battery that is not dependent on the hospitals's power.

- floor-mounted, compact table with telescopic base
- motor-driven tabletop height adjustment from 77.5 cm to 115 cm
- floating tabletop, table tilt 15° Trendelenburg, 15° reverse Trendelenburg, ± 15° lateral
- high-stability, low-absorption carbon fiber tabletop

POLYDOROS IS-AF with CAREMATIC

Multipulse X-ray generator

The generator's performance fulfills the requirements of the most modern angiographic systems. It permits precise and reproducible exposures. The CAREMATIC continuously monitors patient transparency by analyzing the fluoroscopic values via adaptive measurement fields. These values are then converted into the exact exposure parameters required.

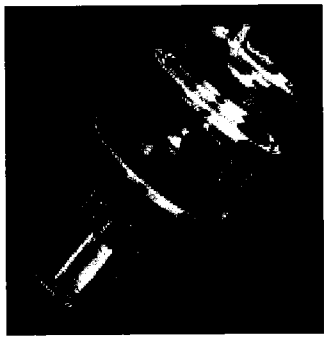
The CAREMATIC calculates the optimum exposure parameters online, based on the ideal parameters. This permits the series to be started immediately without requiring test exposures.

MEGALIX Cat

High-performance X-ray tube [1]

The MEGALIX Cat 125/15/40/80 121 GW features liquid-metal lubricated spiral groove technology.

- silent and durable continuous rotating anode at approx. 9,000 min^{-1}
- long tube life and high reliability
- reduced extrafocal radiation components for better image quality through metal center technology



SIRECON 40-4 HDR and SIRECON 33-4 HDR

High definition image intensifiers [1]

The SIRECON 40-4 HDR as well as the SIRECON 33-4 HDR is a large format image intensifier for survey and super-selective object display.
Four input fields can be selected. Contrast and resolution are optimally adjusted for the functions of the POLYTRON T.O.P.
The anti-glare screen with veiling glare trap ensures a high dynamic contrast and avoids scattered light effects.
Measurement dominants can be selected for the specific organ to optimize image quality.
The smallest possible housing diameter permits large gantry angle settings, for example for cardiac angiography with outstanding exposure geometry.

VIDEOMED SD

TV system – with image position correction and digital image quality control

The image display on the monitor always appears in the head-to-toe direction through motorized rotation of the TV camera.
The newly developed TV system with fiber optic output can be optimally implemented for all types of image acquisition.
The automatically selected preprogrammed image characteristics are specific for different clinical applications.
The processor controlled automatic self-calibration ensures consistently optimal image quality.

SIMOMED HM

Monitors – brilliant images for diagnosis

The SIMOMED HM monitors automatically adjust to the ambient brightness in the room. The TV tubes feature dispenser cathode technology, delivering very high contrast and brightness values and long product life.

POLYTRON T.O.P.

Digital imaging system – for image acquisition, storage and display in 1024 x 1024 image matrix and 10 bit

POLYTRON T.O.P. is a high-resolution imaging system specially designed for vascular and nonvascular interventional and diagnostic procedures.
The innovative technology used in this highly integrated system ensures rapid, user-friendly operation (via a touch-screen and a joystick).
The highly automated image processing guarantees optimum image quality. This innovative concept enables maximum dose reduction and image processing functions such as:

MULTIMAP – complete scene surveys or reference images at a glance.

AUTO MAXFILL – automatic image display with a maximum degree of contrast medium fill.

AUTO WINDOW – automatic window settings for optimal image display.

[1] To ensure the environmental friendliness of our X-ray and I.I. tubes (i.e. to protect natural resources and minimize discarded materials) and to comply with future regulations, we endeavor to recycle components and, whenever possible, to reuse them in the production cycle. We guarantee the function, quality and life of these components through extensive quality assurance measures.

MULTISTAR Plus
Angiography System for Diagnostics and Interventions

AUTO PIXELSHIFT – automatic pixelshift with selectable ROI.

SCENE COMPARE – dynamic simultaneous comparison of two different series.

SPLIT SCREEN** – adjacent display of reference image and fluoroscopic image with variable split sizes.

OVERLAY FADING – patented superimposition of fluoroscopic and reference images or roadmapping with freely selectable segments.

PERISCANNING – peripheral DA through tracking of the contrast medium bolus.

PERIVISION* with PERMAP – peripheral online-DSA with stepping, optimized image presentation, and image display.

CO_2 DISPLAY* – optimized display of CO_2 angiography.

CAREVISION* – dose reduction values of up to 90% in fluoroscopy.

Operating modes:

- Digital Subtraction Angiography, realtime subtraction with 1024 x 1024 image matrix and digital realtime image filtration
- Digital Angiography without subtraction with digital realtime image filtration, dynamic instant image display, reduced dose
- Digital Radiography, digital spotfilm technique
- Selectable frame rates of 0.5 to 6 F/s
- HIGH SPEED ACQUISITION*, DA/DSA with 8 and 10 frames/second (1024 x 1024)
- Up to 4 variable acquisition frame rates per series, either manually switched or self-timed
- Digital continuous fluoroscopy with 1024 x 1024 matrix and digital real-time filtration
- Digital pulsed fluoroscopy* with 30, 15, 7.5 and 3 pulses / second at 1024 x 1024 matrix and realtime filtration
- Roadmapping with MAX PEAK OPACIFICATION – rapid access to reference images via "reference image file"
- Roadmapping with OVERLAY FADING function
- Reference image display on segmented monitor screen (SPLIT SCREEN**) in 1344 x 1024 matrix display
- Reference image display on second monitor*
- Rotational angiography (DYNAVISION Classic and DYNAVISION Plus*) with up to 25°/second
- 16 freely user editable organ programs per exposure type

Image processing

Image processing is performed for all types of image acquisition and image display in realtime. In addition to all the standard image processing functions that are available, POLYTRON T.O.P. offers innovative automatic image processing procedures such as AUTO MAXFILL, SCENE COMPARE, AUTO WINDOW, AUTO CALIBRATION, automatic collimation, etc.

Image evaluation

A number of quantification programs* with automatic calibration permit the user to perform calculations during the examination. The system can measure distances and determine the degree of stenosis with geometric and densitometric calculations. These functions can be executed directly from tableside.

Image documentation

Documentation is rapid and simple to execute, either directly or via a "Photofile". Patient data entry can be done in background. Images can be transferred either to a laser camera* or to a DICOM 3 (SIENET) network*, complete studies to a CD-R*, CD-MEDICAL* or DICOM 3 network via the POLYTRON.NIU*.

DISPLAY 2000

Image display for fatigue-free work

DISPLAY 2000 produces a steady and homogeneous image through high resolution, flickerfree display (2249 lines, 120 Hz).

MULTIMAP

The complete overview of scenes or reference images permits the rapid and direct display of previously acquired image information. Images can be selected nonsequentially directly at the monitor using the joystick. After each exposure series, a MAXFILL image is automatically generated which represents the corresponding scene.

* Optional
** For configurations with one monitor

MTS

Monitor suspension system

The monitor suspension system is installed transverse to the floor-mounted KOORDINAT examination table and longitudinal to the ceiling-mounted KOORDINAT examination table.
The adjustment arm permits optimal positioning of the TV monitors with respect to the position of the user.
The MTS can accommodate 1 to 4 monitors.
The integration of an ECG monitoring system is possible.

Contrast Medium Injectors

ANGIOMAT Illumena* and MEDRAD MARK V ProVis*

These high-pressure injectors are fully integrated into the system. Injection release can be either automatic (X-ray synchronized) or manual.
The injector head can also be mounted on a ceiling suspension as a Rack Mount Version* with either a swivel feature or a swivel and travel feature.
The injector can then be activated from the control room. As an alternative, the injector operating console is plugged into a wall connector with the console located nearby. These options provide the physician with more room to move around the examination table.

System Extensions

Multitasking

Evaluation of studies in the control room during the examination:
PFM (Parallel Fluoro Mode)* or DPP (Dual Patient Processing)*.

PFM* (Parallel Fluoro Mode)

Permits postprocessing, background filming and archiving parallel to a fluoroscopic examination with digital fluoroscopy. Roadmap and acquisition automatically activate the current patient for post-processing. Second monitor* in the examination room is required.

DPP* (Dual Patient Processing)

Full utilization of the imaging system, i.e. post-processing of image data with all possible functions in the control room and simultaneous examination of another patient in the examination room. Only during acquisition the post-processing is paused.

DYNAVISION Plus*

This rotational angiography provides angle-triggered image acquisition during C-arm rotation (up to 25°/s) for all applications in rotational angiography.
This significantly speeds up examinations and improves images quality, while also minimizing patient dose.
Special image processing software enables dynamic display of two stereo image pairs at a time for systems with a reference image monitor*.

PERIVISION* with PERIMAP

Peripheral angiography with stepping in DSA technique with a single injection of contrast medium (including PHLEBOVISION).
During the peripheral angiography examination, the patient remains stationary and the MULTISTAR gantry steps.
Exact reproducibility of the step positions simplifies angiography with on-line subtracted display.
The PERIMAP feature allows PERIVISION images to be appended automatically for optimal image presentation.
PHLEBOVISION permits an automated acquisition procedure from head to toe for subtracted venographic examinations.

DIGITAL CINE MODE – DCM*

Digital image acquisition and storage for cardiac angiography. Digital image acquisition for cardiac angiography at 15 or 30 f/s, acquisition, processing, and display are all done in 1024 matrix. Internal storage in DICOM compatible 512 matrix. Cine parallel mode or purely digital acquisition range is possible in connection with a cine camera (only with SIRECON 33-4 HDR).

ARRITECHNO IS*

35 mm cine camera for radiological cine technique with rapid change cassette system. For frame rates of 15 and 30 f/s (50/60Hz). Includes intermediate image display and image filtration.

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External Post-processing Options

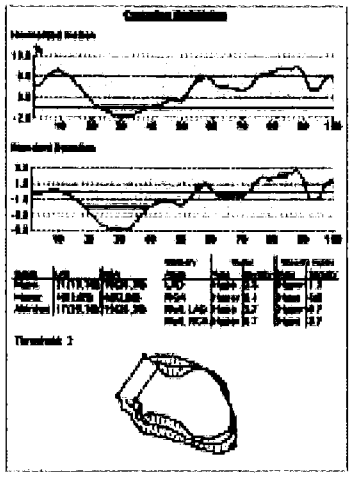
InSpace 3D*

Three dimensional reconstruction and visualisation workstation for post-processing of DYNAVISION runs.
With the online image transfer the acquired images are directly sent to the 3D Virtuoso workstation, where they are recalculated to slices and then displayed with various display processes.
InSpace 3D can generate views from all angles, even those ones not possible with the C-arm.
Thus, 3D displays provide the physician with valuable information to aid in a fast and sure diagnosis for the assessment of possible courses of treatment.

ACOM.PC* – Cardiac Viewer

ACOM.PC* is the cost-effective software for the display of cardiac scenes on a PC.
The quick display of patient scenes is supported by diverse image processing functions.
The export of individual images to other PC applications is another useful feature.
With ACOM.PC.Plus*, direct reading from the CD-M, the local hard drive, or the network is possible in real time. And the acceleration board also makes edge enhancement in real-time possible.

QUANTCOR.LVA*
Left Ventricular Analysis



QUANTCOR.LVA* is the cardiac quantification PC-software with the following functionality:

- Automated and manual contour detection
- Volume calculations:
  EDV (end diastolic volume),
  ESV (end systolic volume),
  EF (ejection fraction),
  SV (stroke volume), cardiac output with indices based on BSA (body surface area) or weight
- Volume calculations (Simpson, area length method)
- Wall motion (centerline method, regional, radial method)
- Distance measurement

QUANTCOR Image Transfer*

During the examination, images from the POLYTRON that are to be analyzed can be transferred to QUANTCOR. In addition, independent evaluation of CD-M images is also possible – simply select them with the ACOM.PC*.

For recommended minimum PC configuration for ACOM.PC and QUANTCOR, please see ACOM.PC brochure.

Documentation and Archiving

Accurate documentation with maximum quality

- Digital laser camera* (system equipped with connection)
- Analog laser or monitor camera*
- Video printer*
- S-VHS recorder*
- Compact disk* (CD-R) with up to 700 images in 1024 x 1024 matrix
- CD MEDICAL* (CD-M) with up to approximately 4000 CARD images in 512 x 512 (needed to store DCM* scenes)
- POLYTRON.NIU* is the gateway to Multiframe DICOM networks.
  Also available with built in CD-Recorder to store to CD. (CD-M option needed to store DCM* scenes to the network and/or CD)
- DICOM 3 / SIENET interface* makes it possible to store images to a DICOM 3 compatible network, like PACS or SIENET networks.

* Optional

Operation

Operation of the MULTISTAR Plus is as efficient as possible. Operation at tableside is just as comfortable as at the second console* in the control room. Image display is controlled directly via the POLYTRON T.O.P. joystick or the touch-screeen.

MULTISTAR double C-arm

The C-arm system was designed for simple, logical operation. All C-arm movements are motorized, allowing effortless control by the user. MULTISTAR variable speeds permit sensitive, precise and rapid operation. As an alternative, all gantry movements can be performed using the POWERGRIP control on the image intensifier.

Operating Console – tableside system operation

All functions necessary for an examination are integrated in the tableside control.

- collimator selection (square, iris, semitransparent filters)
- gantry programs
- collimator and filter settings
- zero position of the gantry
- vertical table movement
- peripheral angiography*
- image intensifier zoom

The multifunction joystick controls

- motorized longitudinal movement of the gantry
- movements of the double C-arm
- motorized I.I. lift

POWERGRIP for positioning of the image intensifier

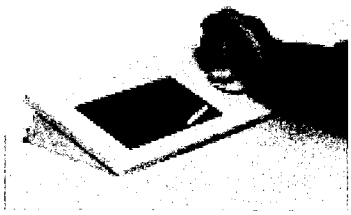
With the POWERGRIP, the user can set the required angle, up to approximately ± 30°, during an interventional procedure without having to move from his/her work position. The C-arm motor control makes this effortless. In addition, manual I.I. lift is also possible.

Handgrip – for gantry movements

The additional handgrip on the back of the gantry can be used for longitudinal travel and positioning of the system about the patient's head. Switches on this handgrip allow the I.I. to be moved to the undertable position.

POLYTRON T.O.P.

Operation is performed via a touch-screen and a joystick. All generator and imaging system functions required during an examination are available via this tableside control. The user is guided through operation via simple to understand symbols on the image monitor and easily recognizable function keys on the touch-screen. Keys not available for selection are dimmed. The control can be operated with a sterile cover without influencing the functions.



POLYTRON T.O.P. operating console

System data displays

All important system data for the examination are displayed in a well legible data display on top of the monitor support system. Notices about important measures that may be necessary or service messages appear in the text lines.

Displays:

Angle setting, SID, magnification factor, notices, CAREWATCH*, gantry rotation, gantry position, table position. An intercom to the control room is also integrated in the display.

Control room operation

A text monitor with a keyboard and mouse is used to manage the patient data and to operate the archiving functions, display system status messages, and display examination reports. A POLYTRON T.O.P. control with the same functionality as the one at tableside is available for the control room.

Acquisition parameter display

Key parameters for the current examination, like currently selected fluoroscopy settings, acquisition programs and frame rates are displayed in the live image monitor. This gives the operator the possibility to always know about his x-ray parameters without looking away from his diagnostic image.

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Accessories

System accessories

The following accessories are standard on all systems:

- 1 patient matrace
- 2 curved arm supports

On systems with KOORDINAT O.R. there are the following standard accessories:

- 1 patient matrace
- 1 articulated arm support
- 2 slide-on accessory rails
- 3 patient fixation belts

Optional accessories:

- Air cushions*
- Arm restraints behind the head*
- IV holder*
- Handgrips behind the head*
- Transparent armrest*
- Accessory lights*

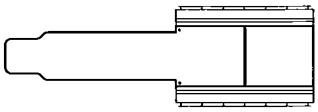
Optional System Accessories

Sterile covers*

Available with different sizes for

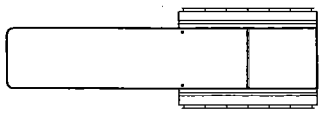
- Operating consoles
- Image intensifier with POWERGRIP
- Sterilizable control handgrip on the examination table

KOORDINAT M* – Standard tabletop



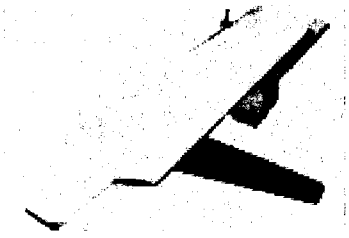
The standard tabletop has a cutout at the head-end and is narrower in the upper body section than at the foot-end. This makes it especially well-suited for cardiological applications as well as for neuroradiology.

KOORDINAT M* – Comfort tabletop



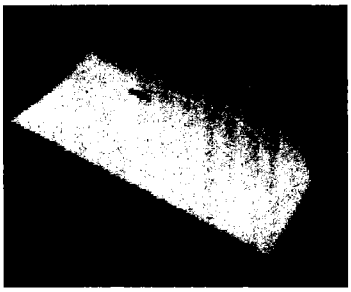
The comfort tabletop is suitable for universal angio systems with KOORDINAT M. The width from head to toe is 525 mm. The head portion is not cut out with this tabletop.

Armrest*



The armrest is constructed of radiolucent carbon fiber, and was specially designed for use with arm angiography. The armrest can be used on either the left or right side, and is held in place by pushing it under the patient's body.

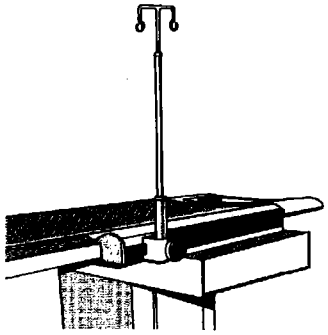
Curved arm supports*



These provide support for lateral arm positioning, especially for narrow tabletops. The supports are delivered as a pair, one left and one right. They are pushed underneath the patient at arm level, and are held in place by the patient's body, independent of the accessory rails (the basic configuration includes two pieces).

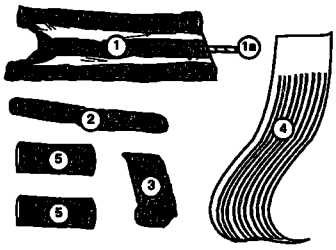
* Optional

IV holder*



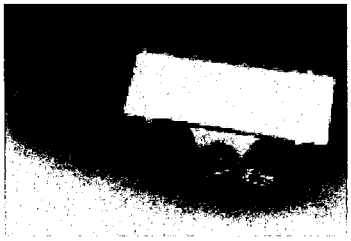
The IV holder is used for cardiology applications and interventional examinations.
It is heightadjustable, and can hold two IV containers.

Transparency compensation*



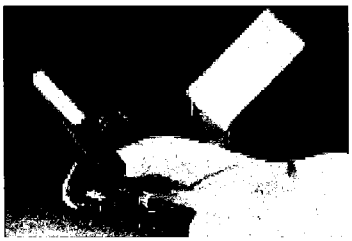
This accessory serves to compensate direct radiation at the side and between legs, as well as for positioning legs. The set comprises the transparency compensation, (1), a long sack (2) and a cushion (3). These parts are filled with rice flour. Also included is a ruler (1a) which is inserted in the transparency compensation, two yellow foam cushions (5) and an elastic band (4) (tricodur abdominal) for leg positioning.

Articulated arm support*



The articulated arm support is attached to the accessory rails. The arm support can be moved longitudinally and rotated. A set screw locks it into the desired position. The articulated arm can be locked into several tilt positions.

Handgrips and supports*

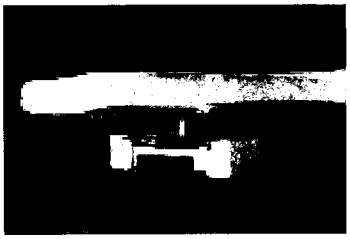


The handgrips and supports provide comfortable patient positioning for cardiology examinations, since the patient's arms are generally positioned above the head.

Table extension*

The table extension is an additional aid for comfortable positioning of the patient's arm. Two cushions and bands are included for positioning the arms. This accessory is suitable for situations requiring free access to the patient's arms.

Head-end support*



There are two short accessory rails located at the head-end; the handgrips or shoulder supports can be mounted on these.

Slide-On Accessory rails*

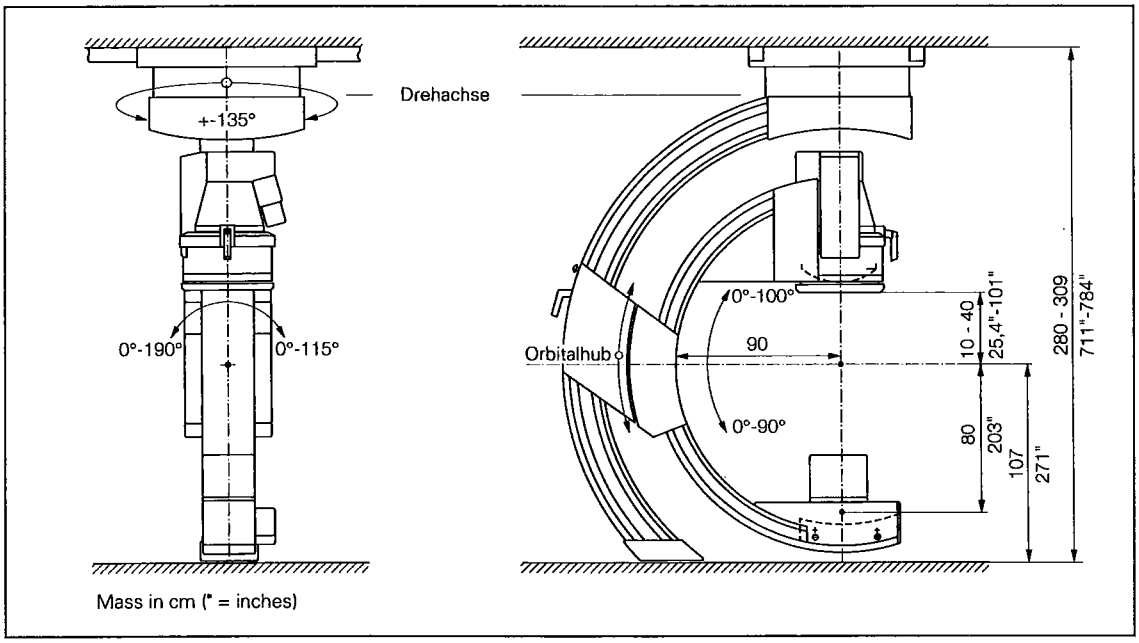
Rails for use in an O.R. environment to attach additional accessories to the KOORDINAT O.R. table. Maximum load 40 kg (91 lbs).

* Optional

MULTISTAR Plus
Technical Data

The system

MULTISTAR



Mass in cm (" = inches)

Gantry rotation	Manual, gantry can be positioned as follows: – with MULTISPACE – without MULTISPACE	± 135 ° 0°, + 90°, – 90° (head-end gantry position = 0°)				
C-arm angle position	Head-end gantry position (0°)		LAO	115°	RAO	190°
			cranial	90°	caudal	100°
	Lateral gantry position	+ 90° with OT-I.I.	LAO	90°	RAO	100°
			cranial	190°	caudal	115°
		+ 90° with OT-I.I.	LAO	100°	RAO	90°
			cranial	115°	caudal	190°
	Lateral gantry position	– 90° with OT-I.I.	LAO	100°	RAO	90°
			cranial	115°	caudal	190°
		– 90° with OT-I.I.	LAO	90°	RAO	100°
			cranial	>190°	caudal	> 115°
	The angle positions may be limited by the patient table and the patient. Angles greater than 90° are displayed as LAO/RAO, despite the fact that it is a RPO/LPO angle if the patient is in the standard position.					
C-arm speed	Variable positioning speed: DYNAVISION CLASSIC/Plus*	max. 15°/s max. 25°/s				
C-arm immersion depth	Head-end position 0°: Lateral position + 90°, – 90°:	C-arm radius = 900 mm (35.4") Unlimited				
Image intensifier	Lift Motorized or manual	300 mm (11.8") ± 5 mm (0.2") max. 60 mm/s				

* Optional

The system		
Isocenter	Isocenter height	1070 mm + 10 – 5 mm (42.1")**
	Focus-isocenter distance	800 mm (31.5") ± 10 mm (0.4")
	Isocenter/I.I. proximity switch	100 – 400 mm ± 10 mm (3.9" – 15.7" ± 0.4")
	Focus-I.I.-proximity switch	900 – 1200 mm ± 20 mm (35.4" – 47.2" ± 0.8")
Geometric magnification	When patient is positioned in isocenter	max. 1.4
	When patient is not positioned in isocenter	max. 2.2
Longitudinal gantry travel	Length of rails	4250 mm ± 5 mm (0.2")***
	Travel range	2100 mm
	Movement	motorized
Motorized longitudinal travel*	Continuously variable speed	max. 250 mm/s (9.8"/s)
Gantry stepping*	Step length programmed at installation	min. 130 mm (5.1") to 250 mm (9.8")
	Number of steps	max. 7 (8 exposure fields)
Room height	Adjustable	2800 mm to 3100 mm** (110.4" to 121.9")
Image reversal (depending on input at the imaging system or automatic depending on the C-arm position)	When patient is not in standard position	horizontal and vertical
	When patient is in prone position	horizontal
Safety devices	Electro-mechanical proximity switch	Image intensifier, POWERGRIP universal collimator, C-arm and KOORDINAT M
	Intelligent Collision Protection - ICP	With recognition of table position, movement speed is reduced in case of potential collision

KOORDINAT M		
Floor-mounted table	Table height	min. 775 mm to max. 1150 mm
	Tabletop (free overhang)	Length: max. 2306 mm
	Tabletop, width in thoracic region	Width: 450 mm ± 5 mm
	Carbon fiber tabletop in sandwich construction	
	Aluminum equivalent value	1.0 mm (100 kV, HVL: 2.7 mm Al)
	Longitudinal travel	1250 mm ± 5 mm
	Transverse travel	± 200 mm ± 5 mm
	Table pivoting	± 90°, 5° increments***
	Maximum patient weight	200 kg
	Accessory rails	40 kg (incl. radiation protection devices)

KOORDINAT O.R.		
Floor-mounted table	Table height	min. 775 mm to max. 1100 mm ± 10 mm
	Tabletop, cantilever length	max. 2300 mm
	Trendelenburg tilt	head up max. 15°
		head down max. 15°
	Lateral tilt	± 15°
	Carbon fiber tabletop in sandwich construction	
	Al equivalence	≤ 1.0 mm (100 kV, HVD 2.7 mm Al)
		≤ 1.25 at 100 kV, HVD 3.7 mm AL (acc. to CFR)
	Longitudinal travel	max. 1250 mm (± 10 mm)
	Lateral travel	max. 175 mm (± 10 mm)
	Table rotation	± 120° (relative to "normal" position)
	Max. patient weight	200 kg

*optional; ** without floor tolerance; ***depending on installation

MULTISTAR Plus
Technical Data

MTS (Monitor suspension system)		
Prepared for	SIMOMED HM monitors	1 or 2 image monitors (54 cm) + up to 2 physiological
Monitor adjustment range	Swivel arm	1200 mm long, ± 10 mm (47" ± 0.4") max. 270° swivel***
ANGIOMAT Illumena*		
Injector	Contrast medium cylinder	150 ml
	Flow rate	10 ml/s to 40 ml/s 0.1 ml/min to 9.9 ml/min 0.1 ml/s to 9.9 ml/s 10 ml/min to 999 ml/min
	Pressure limit	20.5 bar to 82 bar
	Feedback of actual injection parameters	
	Mechanical design	mobile stand removable injector head
Rack Mount Version*	Injector head suspended from ceiling; version with swivel feature and version with swivel and travel features.	
MEDRAD MARK V ProVis*		
Injector	Contrast medium cylinder	150 ml
	Flow rate	0.3 – 10.0 ml/s; ml/min; ml/h 10 – 50 ml/s 10 – 59 ml/min; ml/h
	Pressure limit	150 ml cylinder: to 81 bar
	ECG trigger*	
	Mechanical design	mobile stand removable injector head
Rack Mount Version*	Injector head suspended from ceiling; version with swivel feature and version with swivel and travel features	
Injector wall connection*	Alternative to table installation with full access to the examination table, however, only one connection location is possible	

*optional; **without floor tolerance; ***depending on installation

Image acquisition system

SIRECON 40-4 HDR, -33-4 HDR

Image intensifier	Nominal diameter and zoom fields (IEC 1262)	40-4 HDR	(mm)	400	280	200	140
			(inches)	15.7"	11.0"	7.9"	5.5"
	Resolution	min. value	LP/mm	3.6	4.2	5.0	6.0
		mean value	LP/mm	4.2	4.8	5.6	6.6
	Nominal diameter and zoom fields	33-4 HDR	(mm)	330	220	170	133
			(inches)	13.0"	8.7"	6.7"	5.1"
	Resolution	min. value	LP/mm	3.8	4.6	5.0	5.8
		mean value	LP/mm	4.2	5.0	5.6	6.0
Proximity switch	Integrated, electromechanical diameter:						
	40-4 HDR	478 mm ± 2 mm (18.8" ± 0.08")					
	33-4 HDR	398 mm ± 2 mm (27.5" ± 0.08")					

VIDEOMED S-D

Digitally controlled image quality		
Digital fiber optic link to POLYTRON T.O.P.		
TV system	Multiple TV scanning techniques for optimum signal-to-noise ratio	
	Bandwidth	> 25 MHz (– 4 dB)
	Pick-up tubes	SATICON

SIMOMED HM

Image monitors for diagnostic purposes	Multi-sync, room lighting sensor	
	Dispenser cathode technology	
	Antiglare flat screen	54 cm (21") measured diagonally for examination room 44 cm (17") measured diagonally for control room
	Refresh rate	120 MHz — 3 dB

ARRITECHNO IS* (only with SIRECON 33-4 HDR)

Cine camera incl. image gap filling and image filtration	ARRITECHNO 35	
	Film format	35 mm
	Frame rates	15 and 30 f/s (50/60 Hz)
	Lens	1:1, 6/100 mm
	Cassette	Two 90 m (220 ft.) rapid change cassettes

Image processing system

POLYTRON T.O.P.

Frame rates	0.5...6 f/s with 1024 x 1024 matrix (up to 10 f/s with high-speed DSA*) variable frame rates: Pause, 0.5...6 f/s, up to 4 different frame rates per series 15 f/s and 30 f/s with 512 x 512 matrix (DCM*)
Image storage capacity	Image memory: up to 16,000 images including „reference image file" and „Photofile" (256 images per patient) in 1024 matrix; up to 64,000 images in 512 matrix with DCM* (cardiac option*)
Image storage extensions	up to 22,500 images* (= 90,000 DCM* images) up to 45,000 images* (= 180,000 DCM* images)

*optional

MULTISTAR Plus
Technical Data

Acquisition and display modes	Fluoroscopy (with/without reference image) on SPLIT SCREEN** or dedicated monitor	Digital Subtraction Angiography
	Fluoroscopy (with reference image in OVERLAY mode)	Digital Angiography
	Roadmapping (with/without OVERLAY) and reference image on SPLIT SCREEN**	PERIVISION* PERI SCANNING*
	Roadmapping (with/without OVERLAY) and reference image or unsubtracted fluoroscopic image on separate monitor	Rotational angiography: DYNAVISION*
Fluoroscopy	Continuous fluoroscopy	
CAREVISION*	Digital pulsed fluoroscopy* (3, 7.5, 15, 30 pulses/s)	
Image processing	– Real-time digital image filtration (with adjustable degree of filtration) – Image reversal – Image zoom, static and dynamic (2 x) with roaming – Magnifying glass with variable size and position – Windowing (automatic and manual) – Electronic shutter (automatic and manual) – Variable replay speed – Pixel shift (automatic and manual) – Remasking – Marking of the MAX FILL image (automatic and manual) – Replay of the MAX FILL images (MAX FILL Loop) – Blending of anatomical background – For PERIVISION* optimized image display (LONG LEG DISPLAY) – Special software for optimal display of CO_2 angiography* – Simultaneous dynamic display of two scenes on one monitor with adjustable view region (SCENE COMPARE) – Visual scene and reference image directory (MULTIMAP) – Selectable Max Peak Opacification – Selectable Min Peak Opacification (only with CO_2*) – Image annotation with automatic indication of scene name – Free text annotation with user-specific programmable labeling – Image preparation in „Photofile" – Digital Acquisition Zoom*	
Patient data management	– Integrated – Patient data import from RIS/HIS*	
Scene data	All relevant patient and exposure data accessible via report function	
Evaluation software	– Calibration (automatic and manual) – Distance measurement – QUANTCOR* LV analysis at separate workstation – ACOM.PC*	
Interfaces (network)	– SIENET* with ACR/NEMA-SPI protocol – SIENET/DICOM* (single frames) – POLYTRON.NIU* (scenes) – DICOM 3 interface* (PACS)	
Documentation	– Digital hardcopy on laser camera*, analog on laser or monitor camera* – Video recorder* – Video printer* – Printer* for reports – Archiving on compact disk (CD-Rec.*) for approx. 700 images in 1024^2 matrix – Archiving on compact disk (CD-Medical*) for approx. 4,000 images in 512^2 matrix in DICOM 3 standard for cardiology	

* optional; ** for configurations with one monitor

Radiation Generation

POLYDOROS IS-AF with CAREMATIC

Multi-pulse X-ray generator	Maximum output	100 kW at 100 kV and 1000 mA,
	Frame rate	max. 120 f/s (IEC 601-1)
	minimum frame rate	0.5 ms (IEC 601-1)
	Frame rates used	0.5 to 30 f/s depending on options
	Tube load calculator	
Fully automatic exposure regulation CAREMATIC	– with fluoroscopy, the water equivalent value is determined for the exposure – with radiography, the kV, mA, pulse width, ADF filter and iris diaphragm are preset – Photo timer during the acquisition	

MEGALIX X-ray tube (according to IEC 601-2-28)

Metal center tubes with lubricated spiral groove bearing technology and closed loop cooling system	MEGALIX Cat 125/15/40/80-121 GW kW focal spot (IEC)	15 0.3	40 0.6	80 1.0	Continuous rotation 9000 min^{-1} fluoro power: 2500 W no time limitation 4000 W for 10 min
Heat storage capacity of the anode:	1,140,000 Joule (2,000,000 HU)				
Heat dissipation	405,000 HU/min (IEC 613)				

Universal collimator

	– Iris collimator – Square collimator – Filter for DSA, DA and cardiology – Semi-transparent finger-shaped filter – CAREFILTER with 0.2 mm Cu pre-filtration – Digitally controlled and programmable – Collimator rotation compensation in oblique gantry position
CAREWATCH with DIAMENTOR*	– Acquisition and display of radiation – Measurement chamber in the collimator – Display in the control panel – Configurable display modes: dose area product, dose rate, percentage of configurable maximum dose

Installation data

	Nominal power consumption voltage[1] ± 10% (V)	Frequency (Hz) ± 1 Hz	Fuse internal (A)	Fuse external (A)	Power (kVA)
POLYDOROS IS-AF	400/ 415	50/60 50	63	80 A/C	18 for fluoroscopy 160 for radiography
	440/ 480	50/60 60	63	80 A/C	18 for fluoroscopy 160 for radiography
Power distributor	400/ 415	50/60 50	35	50 A/C	max. 14.0
	440/ 480	50/60 60	35	50 A/C	max. 14.0

* optional;
[1] max. permissible rated voltage between phases (L1, L2, L3) and PE 300 V

MULTISTAR Plus
Technical Data

Rated values for POLYDOROS IS-AF

U_N / P		100 kW	80 kW
	400 V**	≤ 0.10 Ohm	≤ 0.14 Ohm
	415 V**	≤ 0.14 Ohm	≤ 0.17 Ohm
	440 V**	≤ 0.16 Ohm	≤ 0.21 Ohm
	480 V**	≤ 0.20 Ohm	≤ 0.27 Ohm

* Resistance values in Ohm at U_N – 15%, ** Resistance values in Ohm at U_N – 10%

		Approx weight	Heat
Examination room:	Ceiling – MULTISTAR	750 kg (1650 lbs)	max. 800 W
	Ceiling – MTS (3 monitors)	320 kg (705 lbs)	
	Floor – KOORDINAT M	385 kg (847 lbs)	
	Floor – KOORDINAT O.R.	585 kg (1287 lbs)	
Control room:	Table (including user interface and options without laser camera)	285 kg (627 lbs)	max. 1500 W
Computer room:	POLYTRON T.O.P. cabinet	491 kg (1080 lbs)	max. 5200 W
	Tube cooling	42 kg (92 lbs)	
	POLYDOROS IS-AF	350 kg (771 lbs)	
	2 electronics cabinets	550 kg (1212 lbs)	
	Optional cabinet*	136 kg (299 lbs)	
	Electronic cabinet KOORDINAT O.R.	230 kg (506 lbs)	

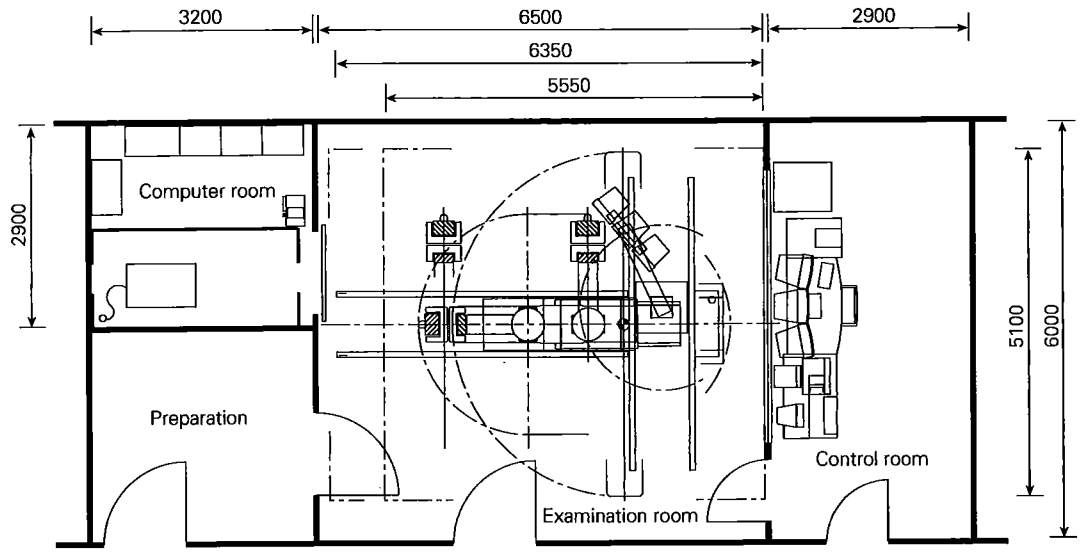
Ambient conditions

Examination and control room	Temperature range:	+ 15°C ... + 35°C (+ 59°F ... + 95°F) (recommended temp. 22°C (72°F))
		Rel. humidity 20 – 75% below dewpoint
Imaging system POLYTRON T.O.P.	Temperature range:	+ 15°C ... + 35°C (+ 59°F ... + 95°F)
	Relative humidity:	20 – 75% below dewpoint
	Temperature gradient:	20 K/h
	Air flow rate:	2378 m³/h [SKR3](84000 ft³/h)
	Noise generation:	max. 57 dB (A)
X-ray generator POLYDOROS IS-AF	Temperature range:	+ 10°C ... + 40°C (+ 50°F ... + 104°F)
	Relative humidity:	20 - 75% below the dewpoint
	Temperature gradient:	5 K/h
	Air flow rate:	800 m³/h (28251 ft³/h)
	Noise generation:	max. 55 dB (A)
Cooling unit (MEGALIX X-ray tube)	Air conditioning:	+ 5°C ... + 40°C (+ 41°F ... + 104°F) (frost-free room)
	Air flow rate:	1000 m³/h (35315 ft³/h)
	Noise generation:	max. 60 dB (A)

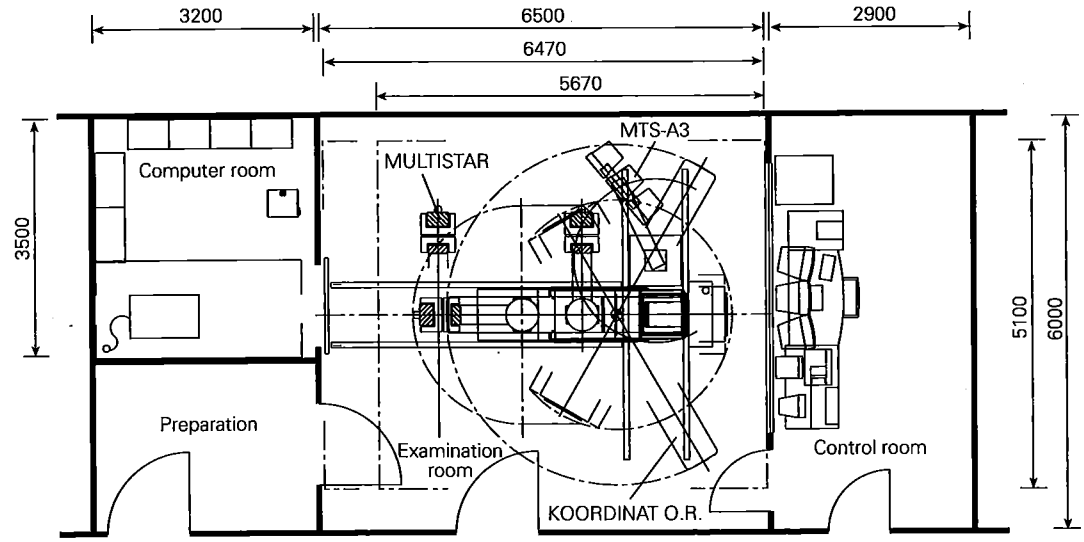
* optional

Examples of room layouts (mm)

MULTISTAR Plus with KOORDINAT M



MULTISTAR Plus with KOORDINAT O.R.



Room height: 2805 – 3095 mm

All technical data represent typical values, unless specific tolerances are indicated.

Siemens reserves the right to change designs and specifications without prior notice.
Please contact your local Siemens sales representative for the latest information.

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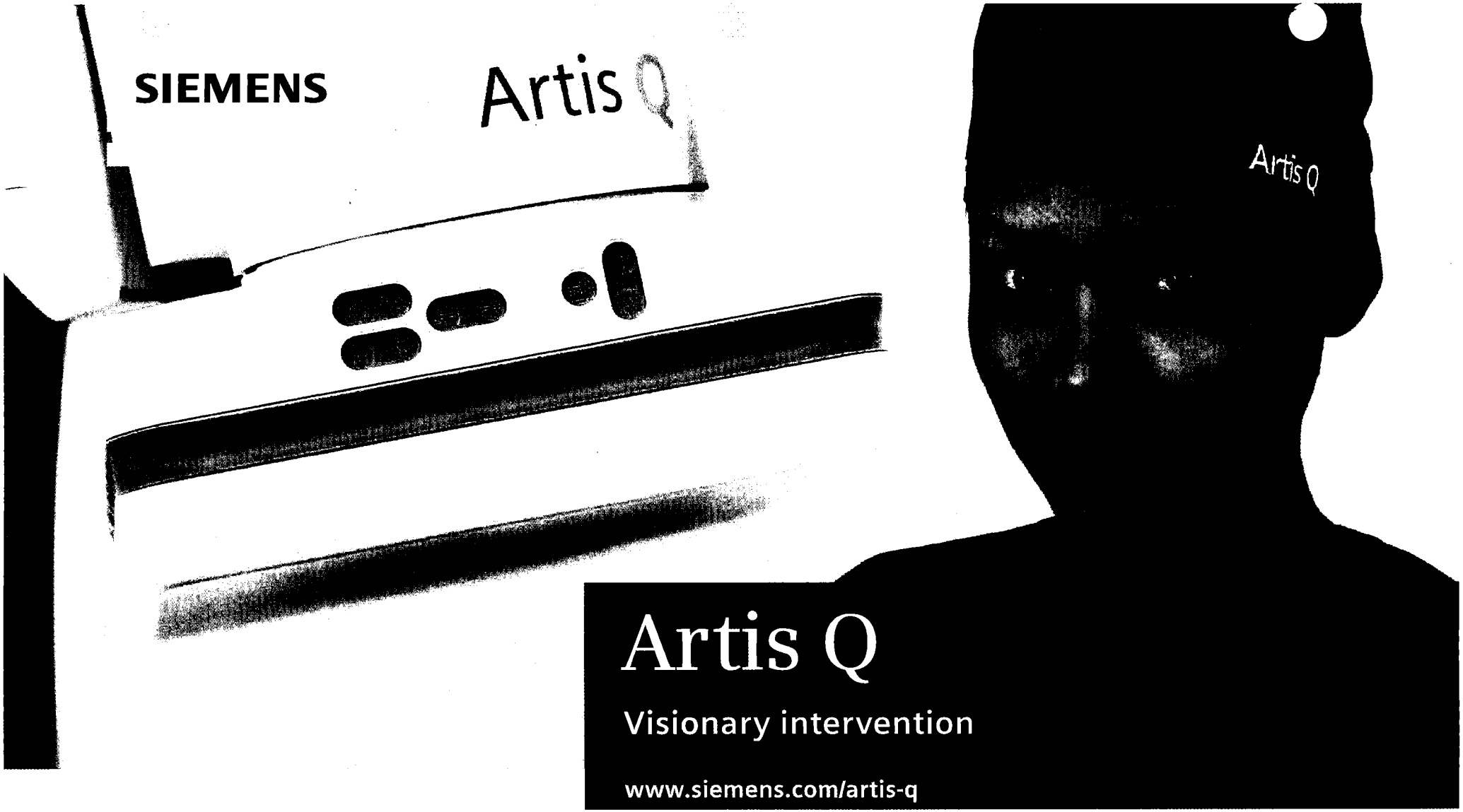
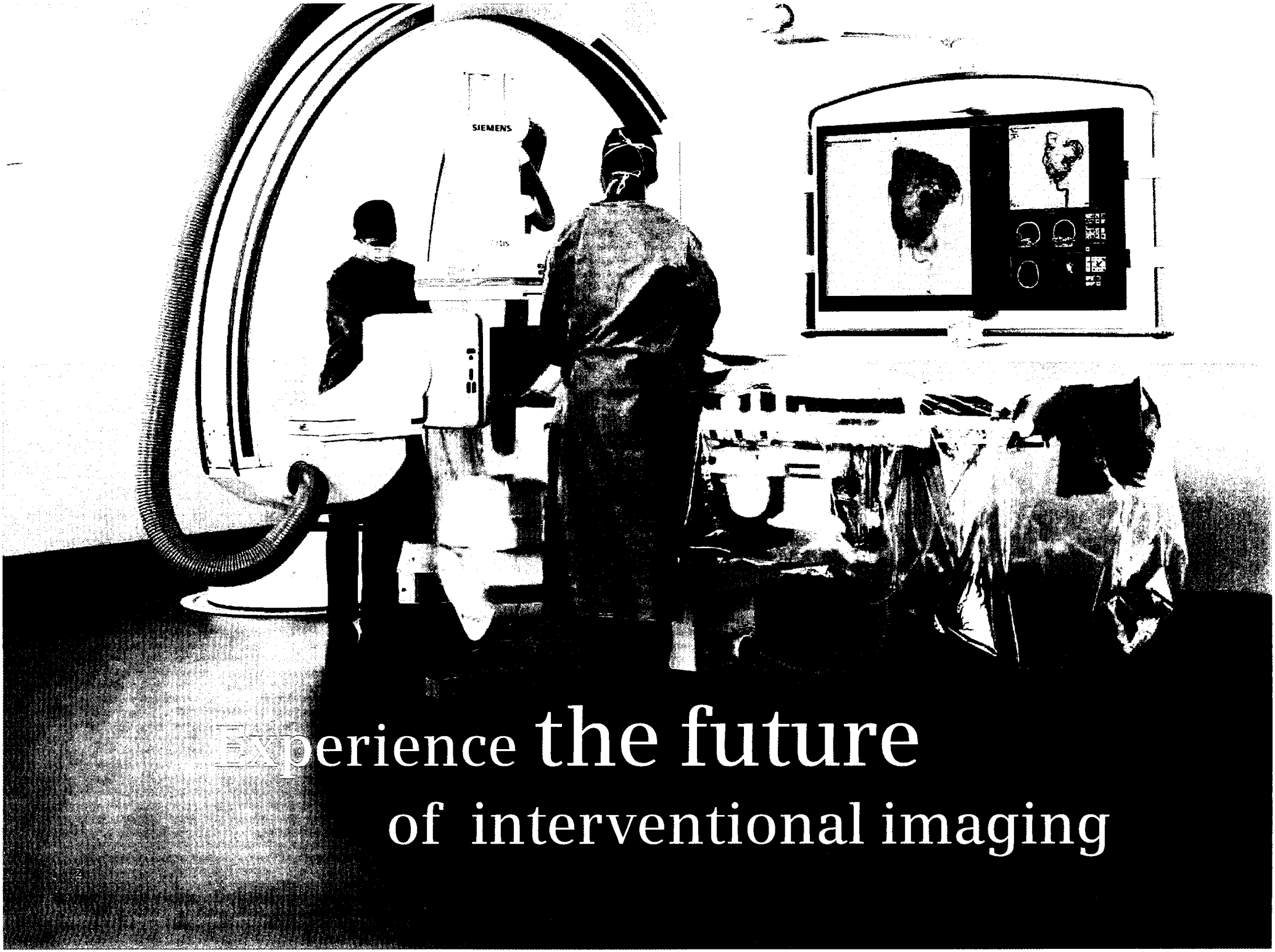


PROPOSED

Exhibit 2

Answers for life.



Experience the future

of interventional imaging

Artis Q

Visionary in performance.
Visionary in precision.

The Artis Q product line for interventional imaging is a visionary breakthrough in X-ray generation and detection that takes **performance** and **precision** to the next level.

Artis Q offers unparalleled **performance** with the new powerful GIGALIX X-ray tube for high contrast resolution at any angle and any patient size while the high-dynamic range detector enables enhanced image quality in advanced 3D imaging.

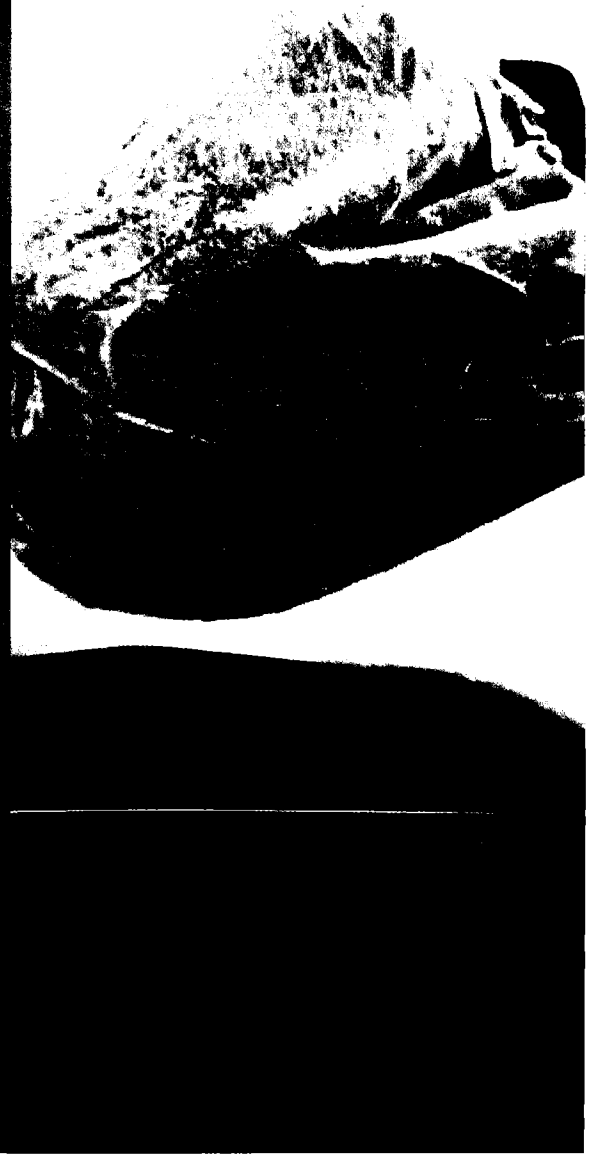
In the fight against the most threatening diseases such as coronary artery disease, stroke, and tumors, Artis Q delivers innovative applications offering **precision** for enhanced guidance during interventional procedures in cardiology, radiology, and surgery.

Experience the future of interventional imaging.

Not all features shown are necessarily standard and available in all countries.

Visionary in ...
performance

To see any device and anatomical structure in any patient and at any angulation is one of the main challenges in interventional imaging. For better performance and image quality, Artis Q provides enhanced visualization to see small devices. It offers high contrast resolution even at steep angulations. And it enables sharp images of moving objects such as coronary arteries while the optimized X-ray pulse helps to reduce radiation by up to 60%. The new large HDR detector offers high dynamic range for excellent soft-tissue resolution in 3D.



CARE+CLEAR

GIGALIX

Focused power

The GIGALIX X-ray tube has been designed around a unique flat emitter technology that generates powerful short pulses. Compared to filament technology, the higher maximum current of the flat emitter enables CLEARpulse and enhances image quality in challenging situations such as with obese patients or in steep angulations. The small square focal spots of the GIGALIX result in higher spatial resolution for all clinical applications and help to better visualize small devices and vessels.

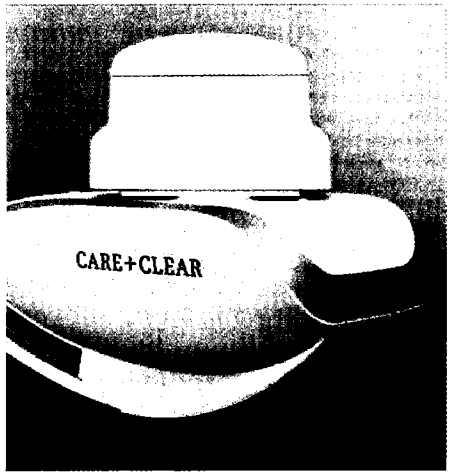
Together with the higher contrast resolution, this results in up to 70% better visibility of small devices.*

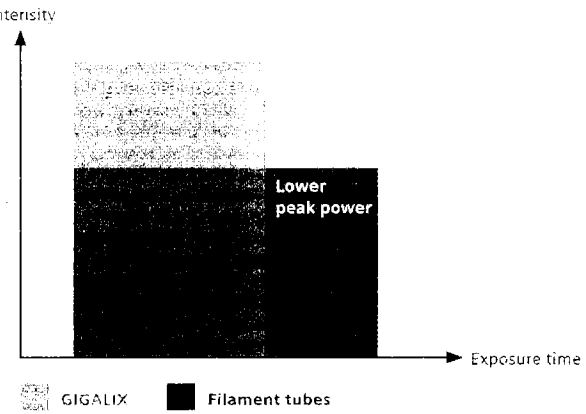
With CLEARpulse, the pulse length can be shortened. This allows visualizing moving objects such as coronary vessels more sharply.

CLEARpulse also optimizes the X-ray spectrum by lowering the required tube voltage and allowing for additional filtration.

Together with small focal spots, this generates equal image quality with up to 60% less dose*.

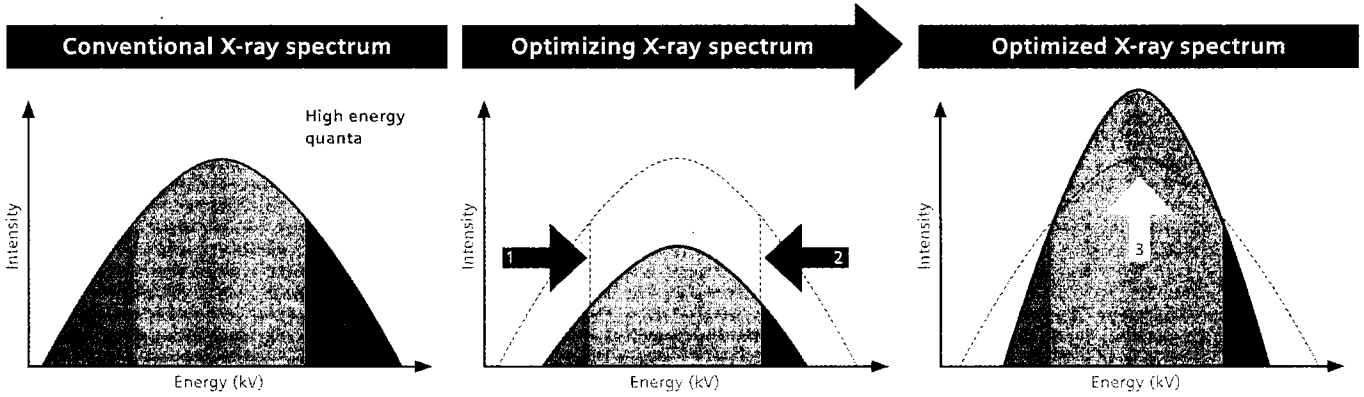
The GIGALIX X-ray tube in the Artis Q product line scores a double win: enhanced image quality at a significantly lower dose for both patients and staff.





CLEARpulse – sharp images and low dose

- Flat emitter technology for high contrast resolution even at steep angulations
- Small square focal spots for excellent spatial resolution to see more details
- CLEARpulse for sharp images and low dose



Pulse spectrum with standard filament tube

Reducing 1) low energy quanta by inserting additional copper filters, reducing 2) high energy quanta by lowering required kV.

3) Flat emitter technology allows for significant increase of overall intensity

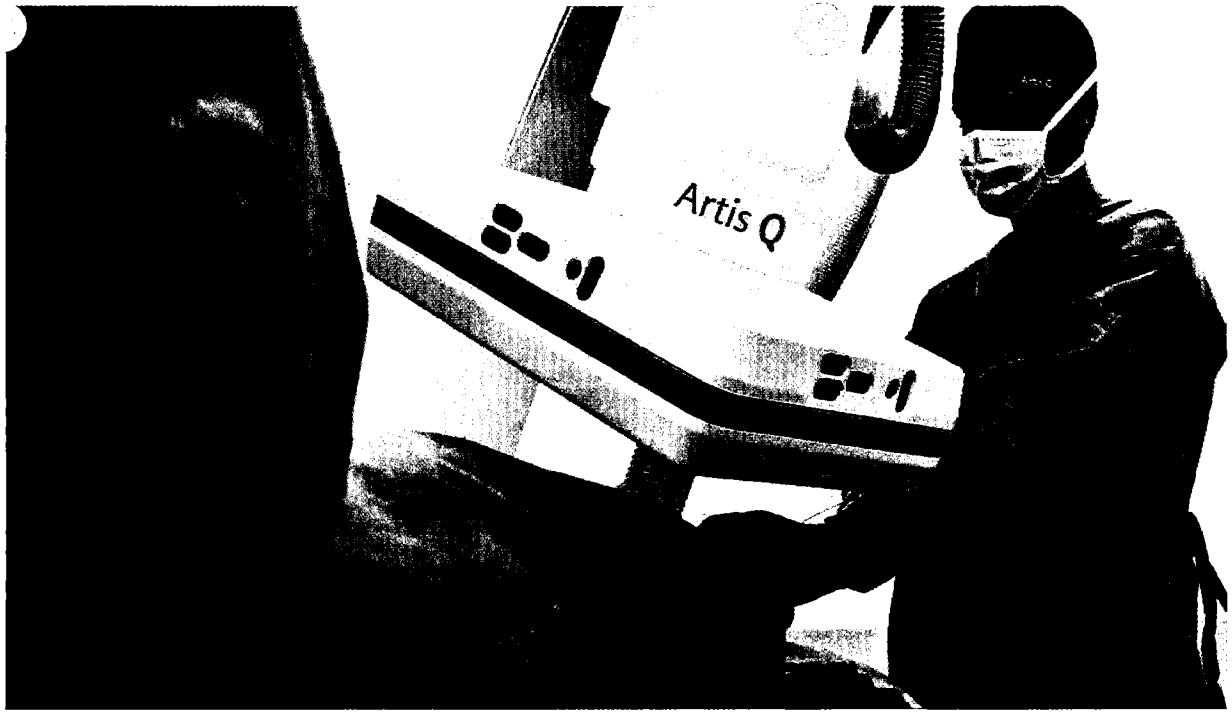
Low and high energy quanta: increasing skin dose

Optimal energy quanta: generating X-ray image

Up to 70% better visibility of small vessels*

Up to 43% shorter pulses for better images and optimized dose*

* Compared to previous X-ray tube technology. Data on file.



- High dynamic range for enhanced soft-tissue resolution in 3D imaging
- High dose efficiency enables better image quality at less radiation
- Water cooling to meet the demands of high hygienic standards and to provide stable image quality

New large HDR detector

High dynamic range and dose efficiency

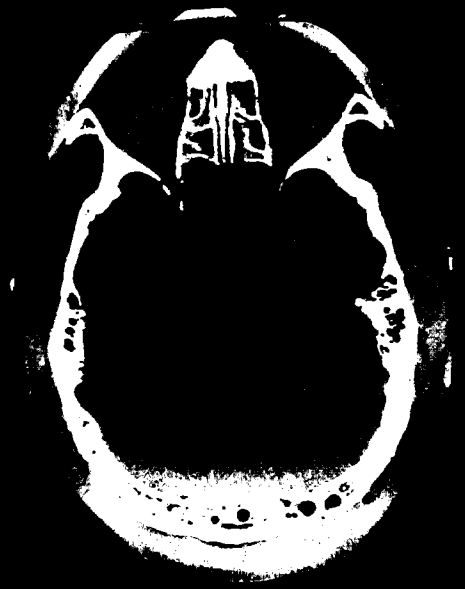
In addition to X-ray generation, X-ray detection is crucial for high image quality. The new large detector comprises a 16-bit read-out generating more than 65,000 gray scale values leading to enhanced soft-tissue contrast in 3D imaging, especially at image borders (e.g. close to bones like the skull).

Increased scintillator thickness enables higher detective quantum efficiency. This provides imaging excellence even in challenging situations and helps to reduce radiation.

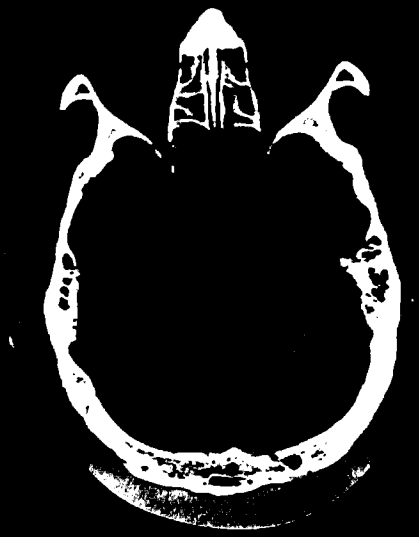
The water-cooled design meets high hygienic requirements, especially in hybrid operating rooms. In addition, it supports a stable image quality even in long-lasting procedures.

syngo DynaCT with large HDR detector – Increased soft-tissue resolution

***syngo* DynaCT (14 bit read-out)**



***syngo* DynaCT with large HDR detector (16 bit read-out)**



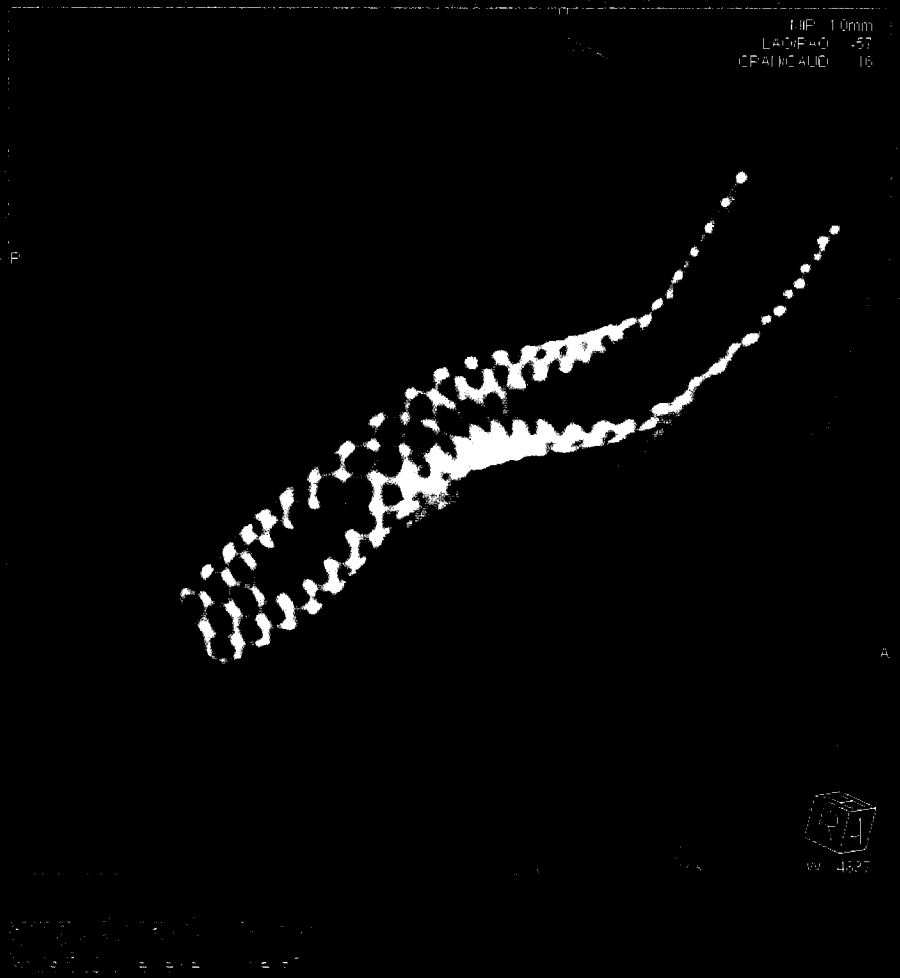
Enhanced soft-tissue resolution, especially close to the skull (phantom images using CATPHAN CTP 515 phantom)


Artis

Visionary in ... precision

Precise guidance is needed to help improve clinical outcomes during interventions. Artis Q offers applications for cardiology, interventional radiology and image-guided surgery.

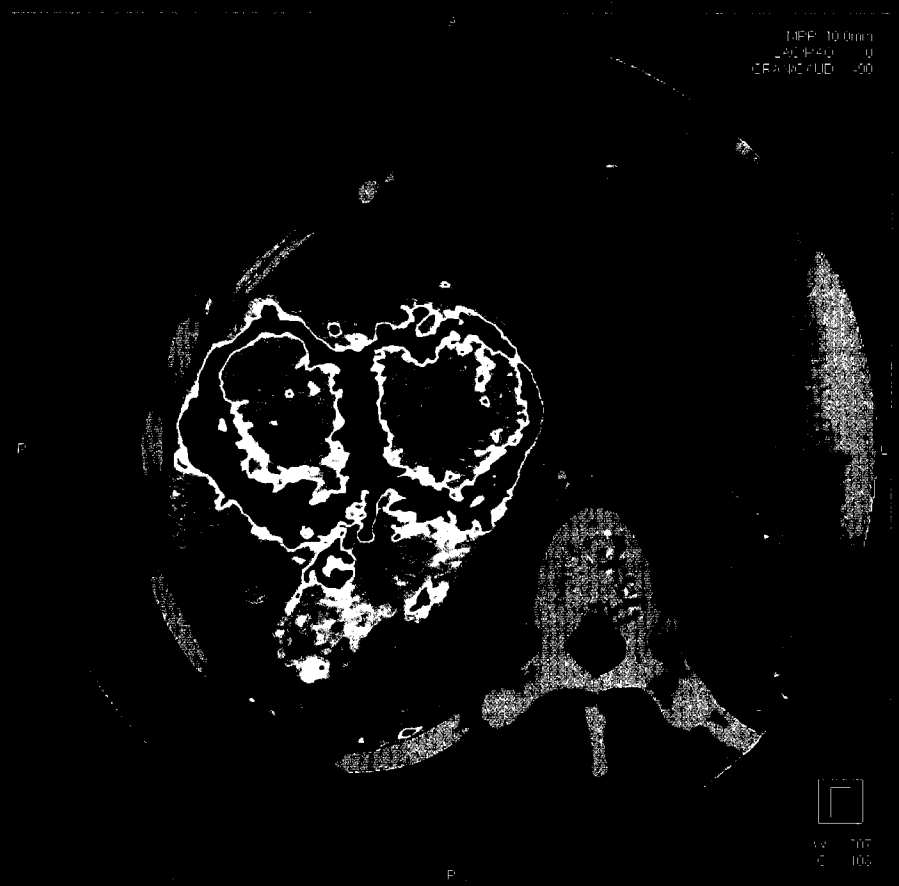
Applications for advanced interventional imaging



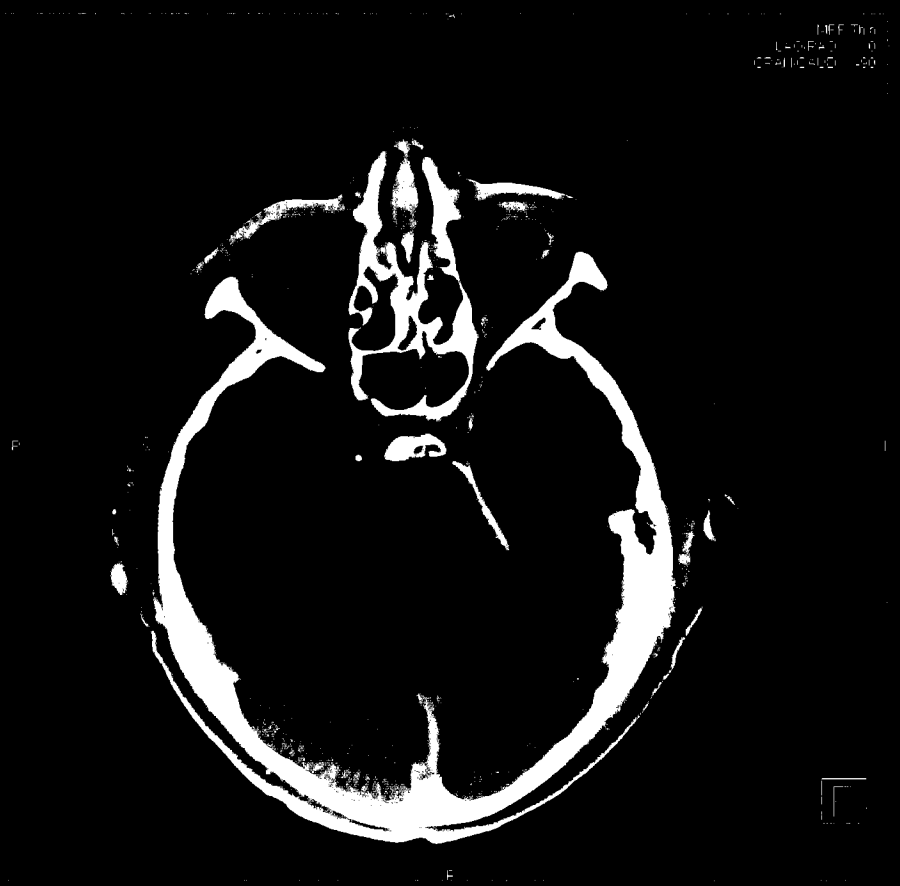
- 40% increased spatial resolution compared to standard *syngo* DynaCT
- Better visualization of finest structures
- Enhanced evaluation of e.g. stents, flow diverters or stapes prosthesis

- The fastest 3D protocol on the market – in less than 3 seconds
- Fewer motion artifacts, less contrast media
- Better visualization of moving organs

*For Artis zeego only



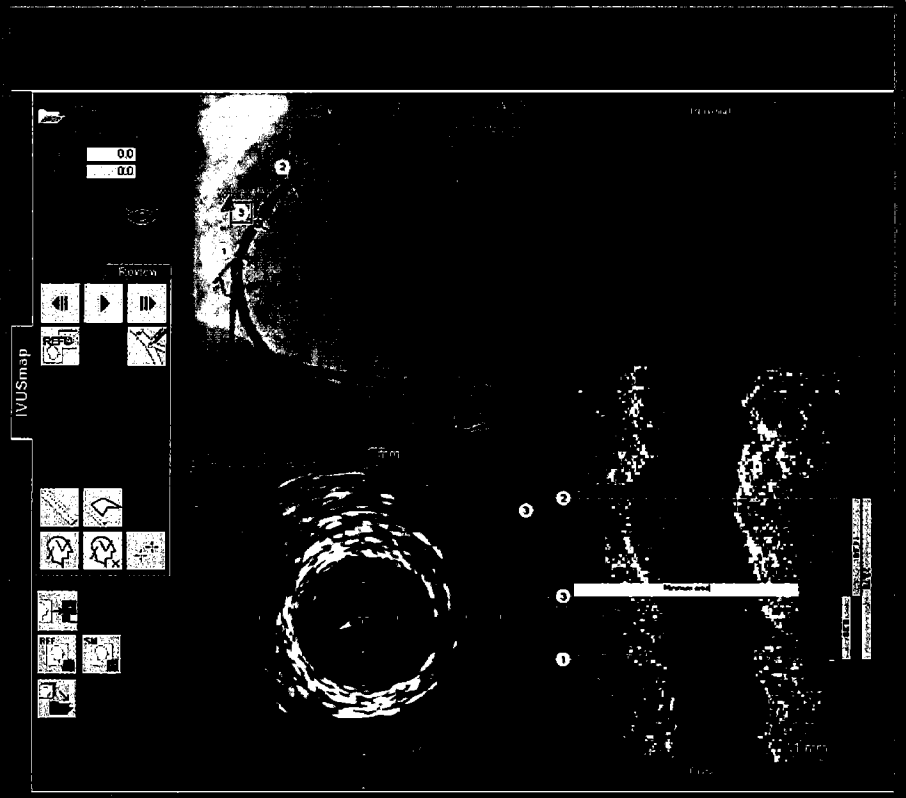
- Provides physiological information about lesions directly in the angio-suite
- Supports endpoint determination during embolization
- Potential to identify non-responders directly after interventional therapy



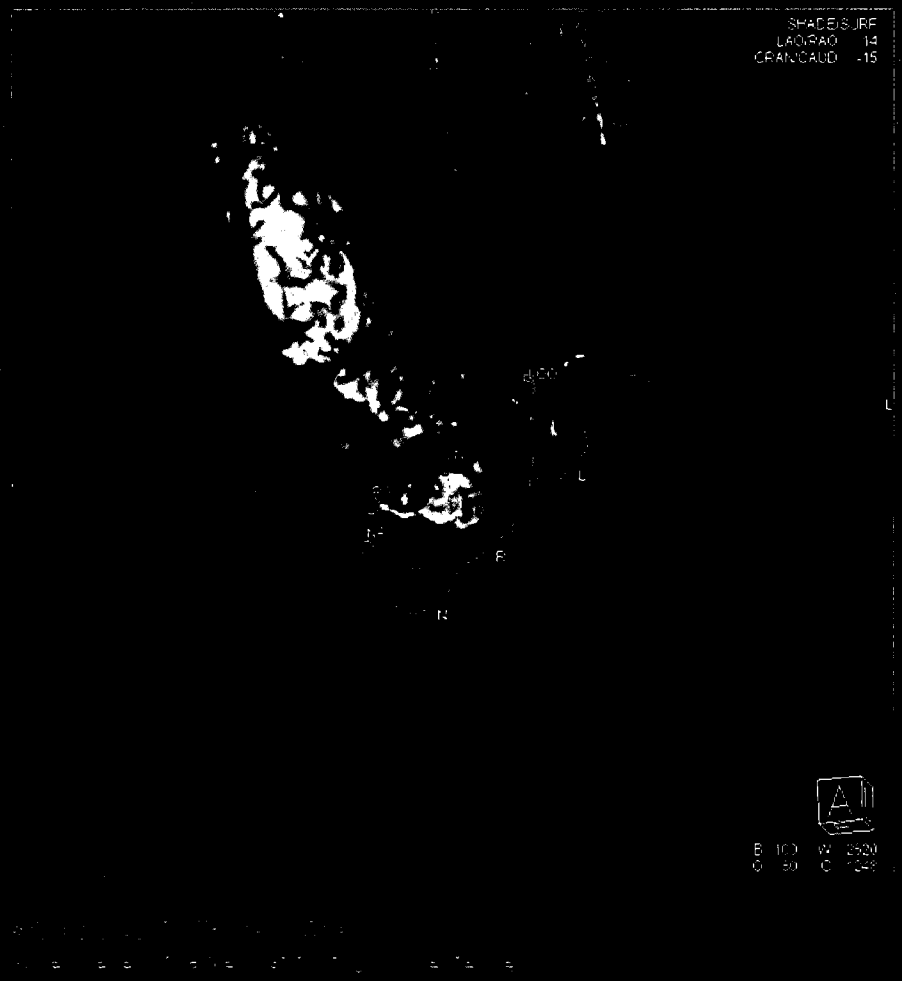
- 4 times the gray-value information
- Enhanced soft-tissue resolution
- Homogeneous image quality

Applications for advanced interventional imaging

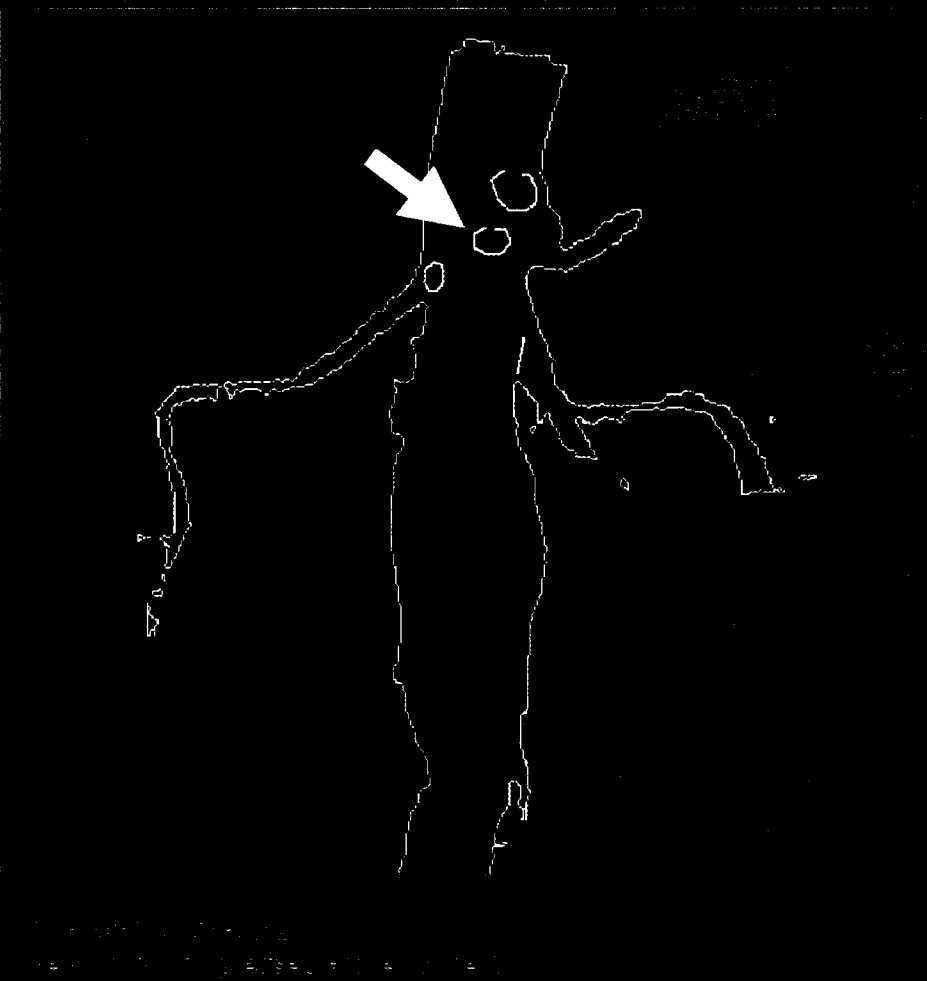
- Support of complex procedures
- Real-time verification of stent positioning while moving the device
- Potential to speed up procedures and to save contrast agent



- Combined information of angiography and IVUS imaging
- Bookmarks guide stent positioning and deployment
- Automated workflow integrated into procedure



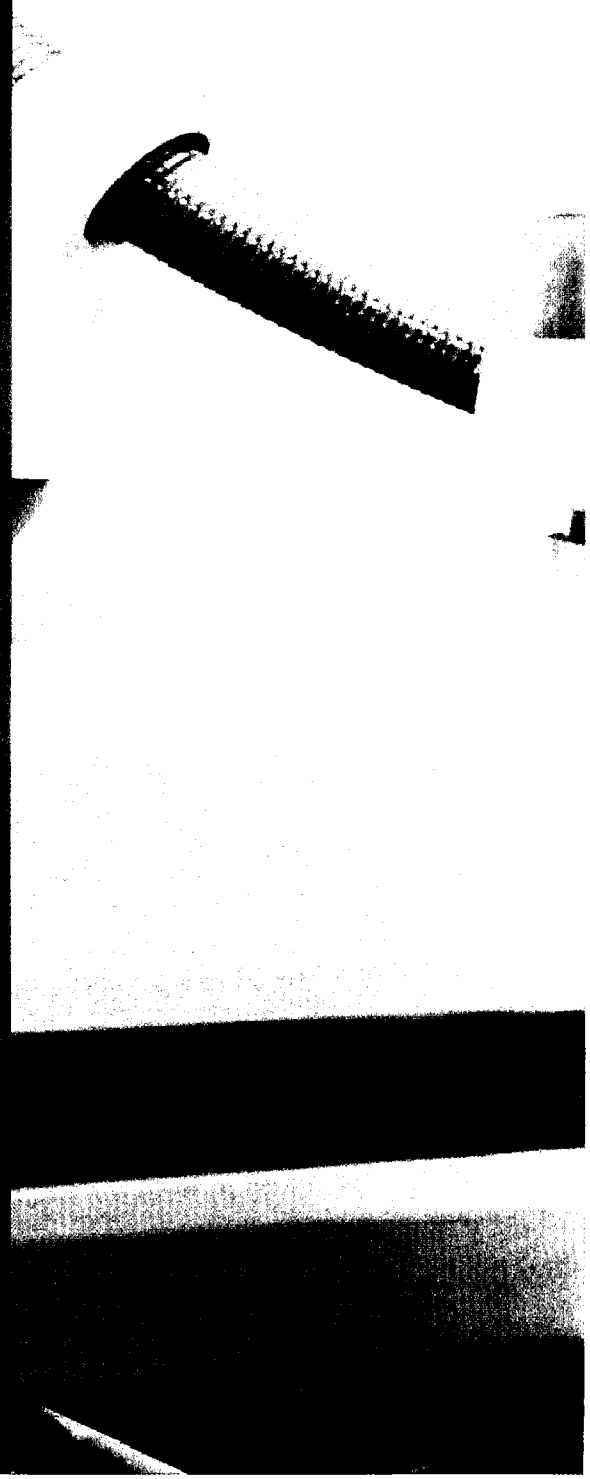
- Automated aortic root segmentation and visualization of anatomical landmarks in seconds
- Automated C-arm positioning to orthogonal view without fluoroscopy allowing for dose and contrast medium savings
- Improved guidance through overlay of aortic contour and landmarks onto live 2D image

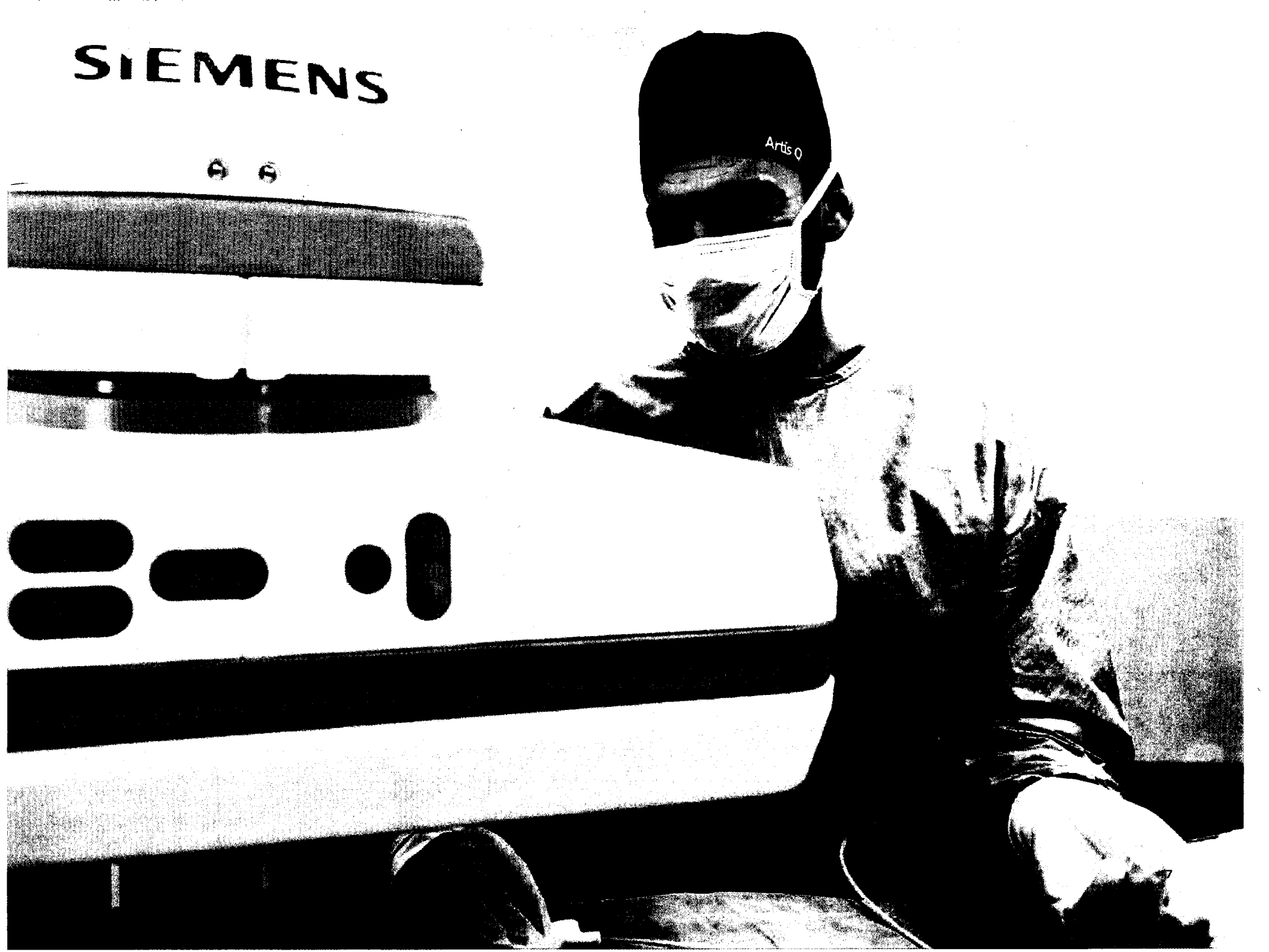


- Segmentation of aortic aneurism and marking of anatomical landmarks like renal arteries
- Automated C-arm positioning to orthogonal view without fluoroscopy allowing for dose and contrast medium savings
- Improved guidance through overlay of aortic contour and landmarks onto live 2D image

When vision becomes reality ...

Experience the future of interventional imaging and learn more about Artis Q system configurations and options.




SIEMENS
Artis Q

Artis Q

Floor-mounted system

The Artis Q floor-mounted system offers high positioning flexibility on a very small footprint.

The C-arm features a floor rotation point with motorized swivel – from the head-end position to a left-side position. This ensures optimum access to the patient's head as well as extensive coverage from head to toe.

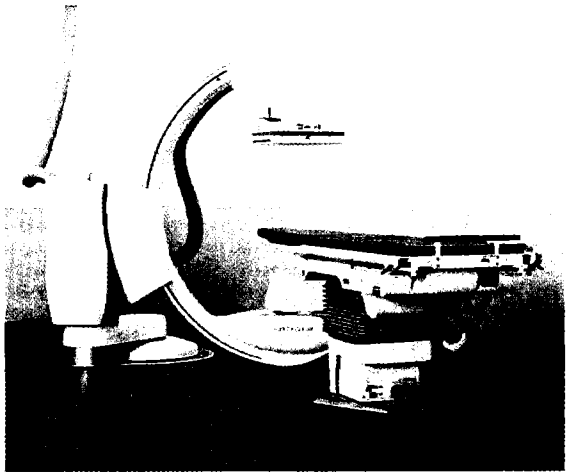
Flexible positioning of the C-arm relative to the table is possible, e.g. allowing access to the patient's left side for pacemaker implantations.

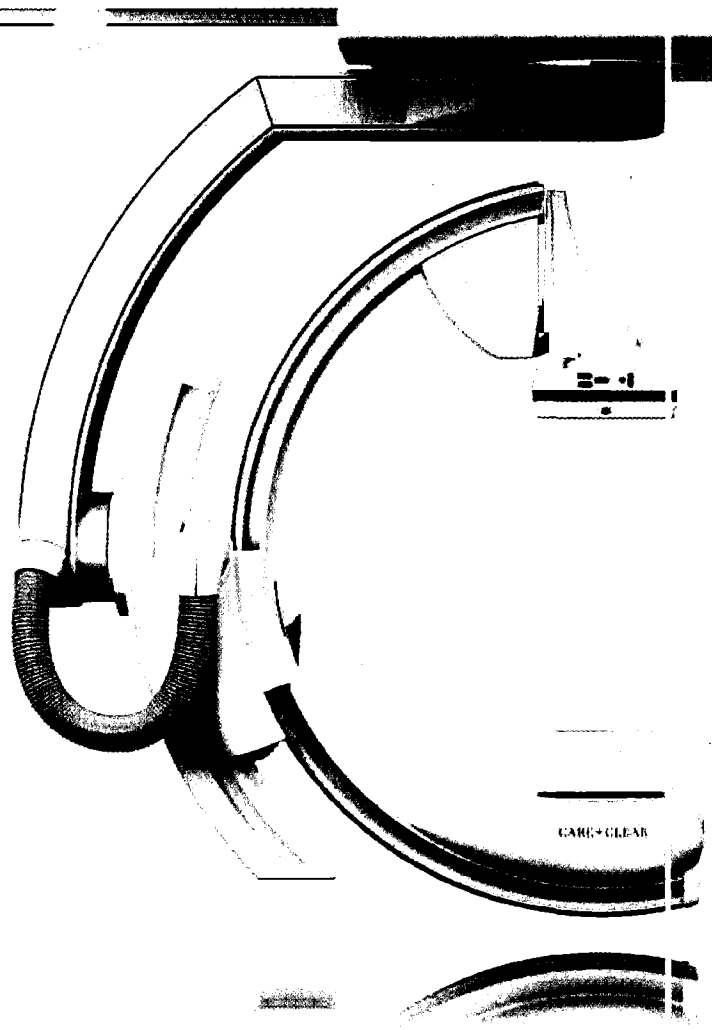
A special orthogonal position with rotated table enables easy access to the patient's head and sides for hybrid procedures.

Artis StraightView maintains upright images for all C-arm and table positions.

The compact and slimline C-arm design has a small footprint requiring an examination room size of only 25 m².

- High positioning flexibility on a very small footprint
- Excellent access to the patient's head for complex procedures under anesthesia
- Extensive coverage from head to toe





Artis Q

Ceiling-mounted system

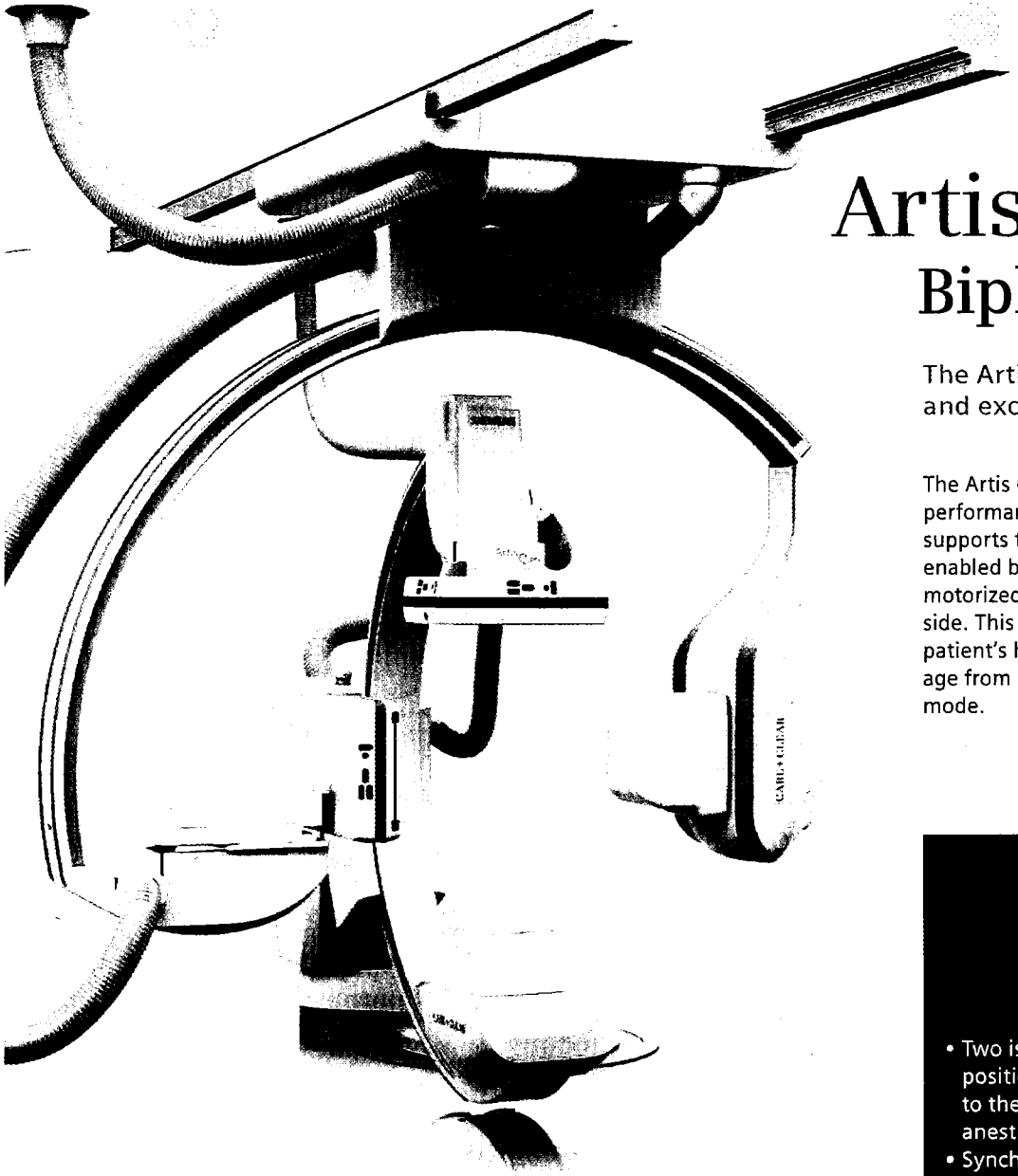
The Artis Q ceiling-mounted system offers high positioning flexibility for the C-arm at any angle.

The C-arm can be conveniently positioned around the patient's left, right or head side, and any angle in between. This enables optimum patient access. The longitudinal ceiling travel offers maximum coverage from head to toe as well as easy parking away from the table.

For increased imaging accuracy, InFocus maintains the projection angle during stand rotation, IsoTilt the projection angle during table tilting, and StraightView upright images for all positions of the C-arm and table.
In addition, the system provides the uncompromised image quality of *syngo* DynaCT in the lateral position.

Not only the Artis tables, but also surgery tables from Maquet and Trumpf can be integrated into the system.

- High positioning flexibility of the C-arm at any angle
- Easy parking away from the table
- Maximum patient coverage from head to toe
- High 3D image quality also in lateral acquisition



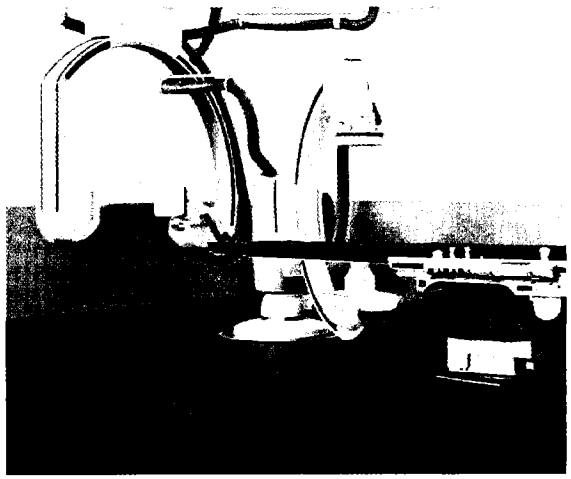
Artis Q
Biplane system

The Artis Q biplane system offers high positioning flexibility and excellent patient access for biplane imaging.

The Artis Q biplane system combines high performance and positioning flexibility. It supports two isocentric imaging positions enabled by the floor rotation point with motorized swivel from head end to left side. This allows optimum access to the patient's head as well as extensive coverage from head to toe in biplane imaging mode.

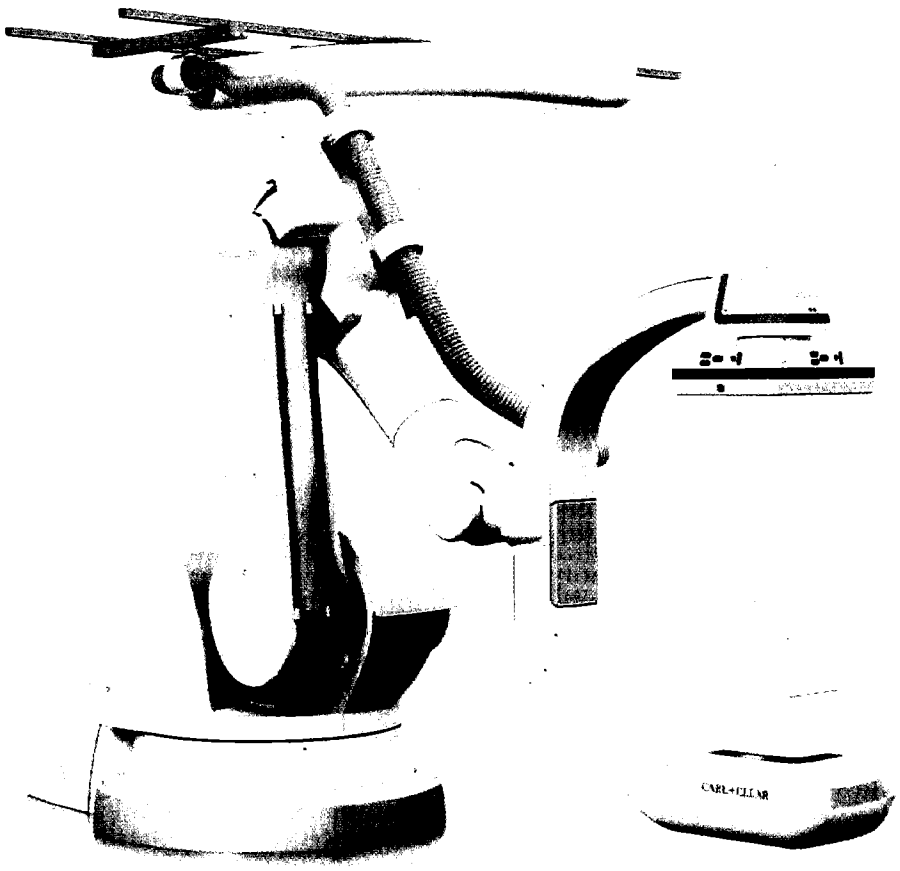
In single plane mode, the table and stand rotation allows access even to the patient's left side. A special orthogonal position with rotated table enables easy access to the patient's head for complex procedures under anesthesia. For increased imaging accuracy, IsoTilt maintains the projection angle during table tilting and Artis StraightView upright images for all C-arm and table positions.

- Two isocentric imaging positions enabling access to the patient's head for anesthesia in biplane mode
- Synchronized movements of both planes
- Extensive coverage from head to toe



Artis zeego

Artis zeego offers unparalleled positioning flexibility with a variable isocenter.



The unique multiple-axis design of Artis zeego enables unparalleled positioning flexibility and makes it the optimal system for hybrid operating rooms and all procedures where coverage and advanced 3D imaging are key.

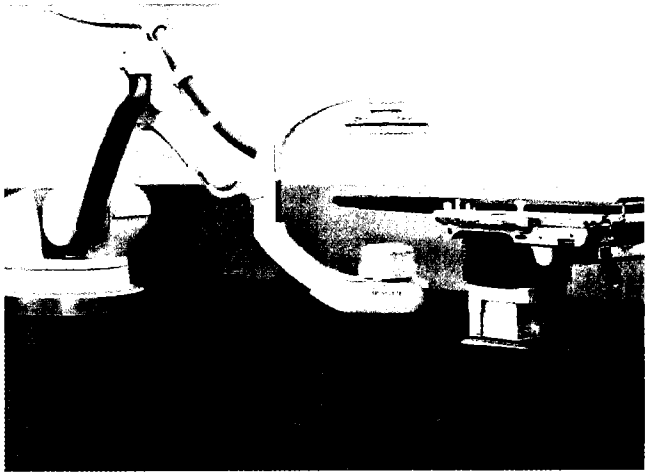
3D rotational imaging can be performed from five different system positions: at the patient's left, right, and head, and with the table rotated to the left or right. Artis zeego offers unique 3D imaging protocols such as *syngo* DynaCT 360 and *syngo* Dyna3D HighSpeed.

Thanks to its unique variable isocenter, the working height of the Artis zeego system can be adjusted to a comfortable level according to user height.

Flexible parking positions provide operators with ample work space around the table when imaging is not required.

Artis zeego meets the highest hygienic standards in the OR, allowing laminar air flow and maintaining sterility requirements.

- Variable Isocenter for comfortable working height
- Enables 3D rotational imaging from five different system positions
- Meets the highest hygienic standards in the OR

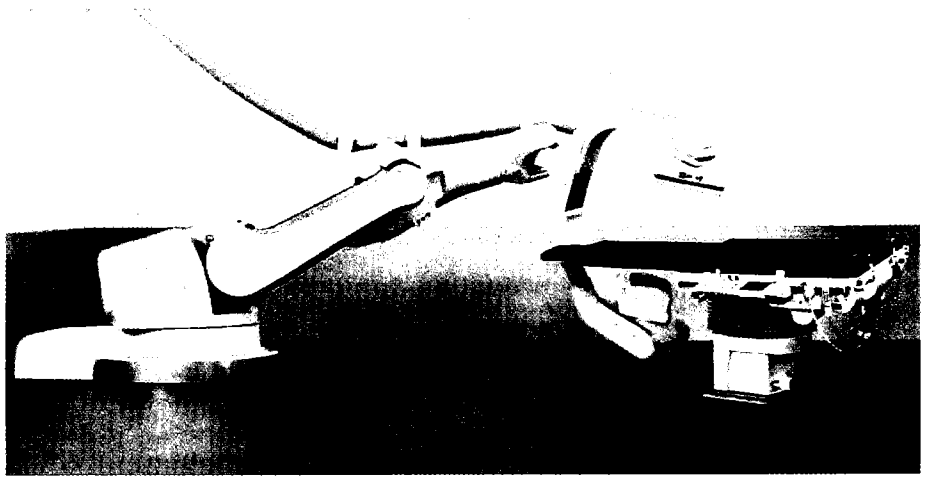


The broadest portfolio of surgical tables on the market

With the Artis OR table and integrated surgical tables from Maquet and Trumpf, Siemens gives you the broadest choice of table systems for your hybrid and operating rooms.

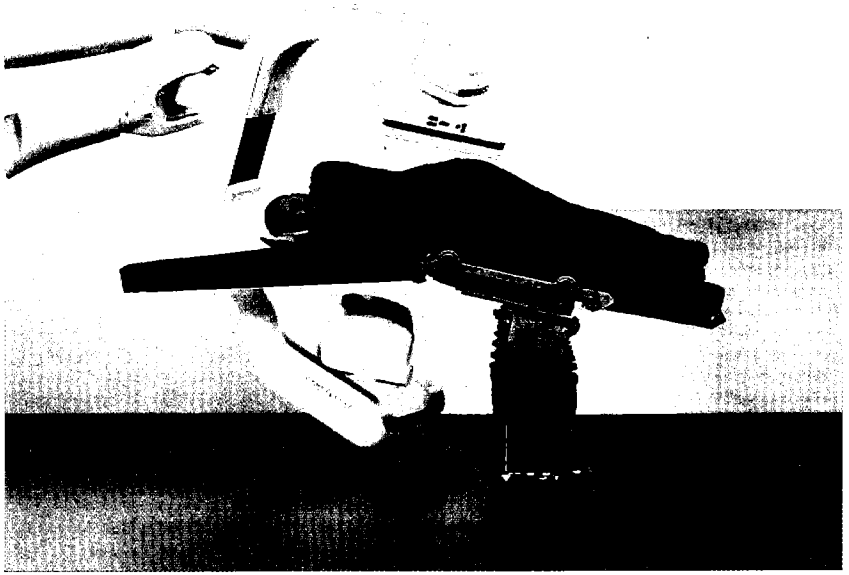
Artis OR table

Designed for easy patient access, superb positioning and total body coverage, the integrated Artis OR table is a proven and reliable interventional table with tilt and cradle functionality. Featuring a radiolucent free-floating tabletop that allows for artifact-free 3D imaging, it is particularly well suited for procedures in cardiac and vascular surgery. This is the table of choice, particularly if the room is shared with interventionalists.

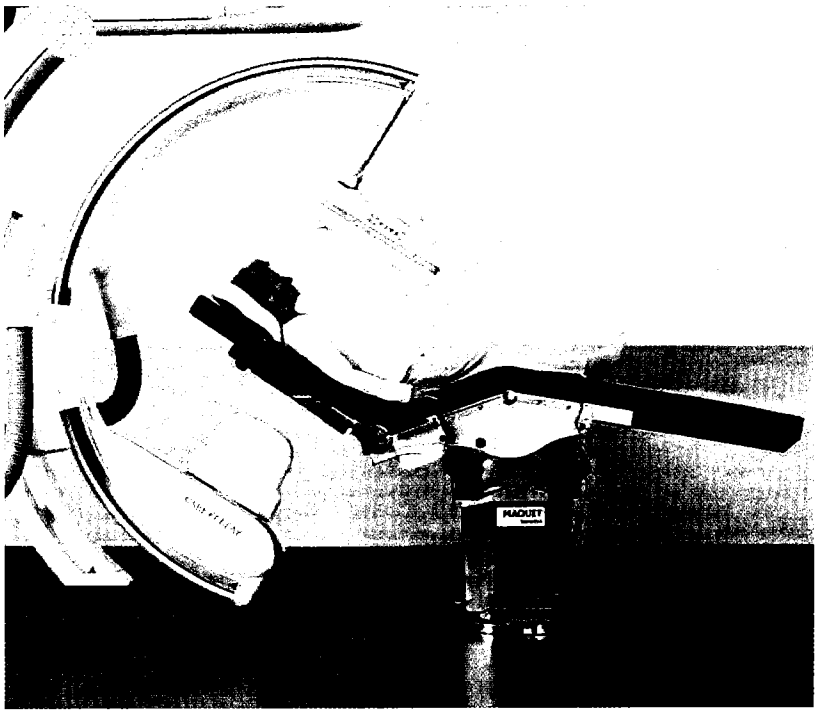


Artis OR table

- Available with the entire Artis family
- Suitable for 3D imaging
- Free floating
- Tilt and cradle functionality ±15°
- Overhang 224 cm (102.36")
- Maximum weight 200 kg (440.9 lbs)



Trumpf TruSystem 7500



Maquet Magnus

Trumpf TruSystem7500 and Maquet Magnus

These surgery tables come with one-piece carbon or with segmented, radiolucent tabletops. These breakable tabletops are highly flexible and the segments are partially motorized. Shuttling allows convenient use of whichever tabletop best matches the requirements of a procedure. Therefore, the integrated surgery tables are optimally suited for multidisciplinary use or rooms with a high percentage of open surgical procedures. Most surgical disciplines require sophisticated patient positioning, i.e. neurosurgery, urology, trauma surgery, orthopedic surgery, abdominal surgery, and thoracic surgery. These integrated surgery tables provide the flexibility necessary.

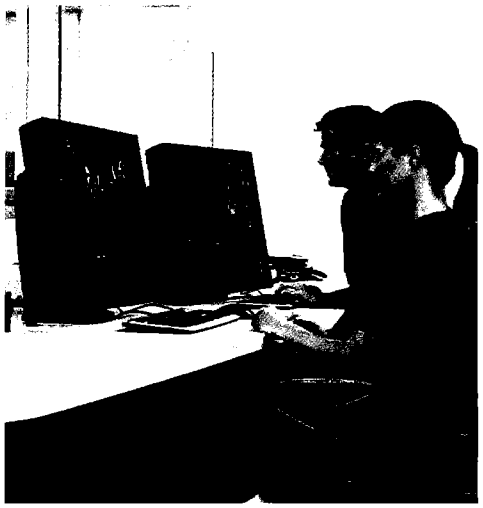
Artis Large Display

It's time to see the whole picture on one monitor.

With the Artis Large Display, 9, 18, or 24 video signals can be connected to the screen. The screen layout can be changed from the tableside.

With its built-in backup concept, additional back-up monitors are no longer necessary. Also, a special algorithm ensures sharp display of ECG signals in zoomed formats, which is especially important to precisely visualize intracardiac ECG signals.

- Scaleable from 9 to 24 inputs
- Tableside control
- Special ECG signal optimization algorithm



- Control up to 9 systems from one workplace and clean up your control room
- Configure the Cockpit to your needs with one or two keyboards and monitors

Artis Cockpit

It's time to clean up the control room.

Stop running from one system to the next – let the Artis Cockpit consolidate all your information in one workplace. The 30-inch medical-grade monitor offers 4 megapixel resolution and high brightness for excellent image display. Up to 9 inputs can be simultaneously displayed and controlled, with a choice of four different layouts. The position of the system inputs on the screen can be easily rearranged using the unique drag & drop functionality.

Artis Cockpit offers one single workplace that can be equipped with one or two keyboards and monitors. With so much more efficiency in the control room, you can focus on your procedure and your patient.

CARE & CLEAR

Artis Q includes the CARE and CLEAR packages to complement the imaging chain for optimized post-processing and dose reduction. The CARE package helps reduce radiation for the operator and patient. The CLEAR package offers a comprehensive range of applications to enhance image quality. CARE and CLEAR are standard with all Artis Q systems.

We think beyond technical hardware improvements. Introduced in 1994, our ever growing CARE portfolio (Combined Applications to Reduce Radiation Exposure) continues to reduce radiation dose for patients and clinical staff while maintaining high image quality for diagnostic confidence.

Dose saving

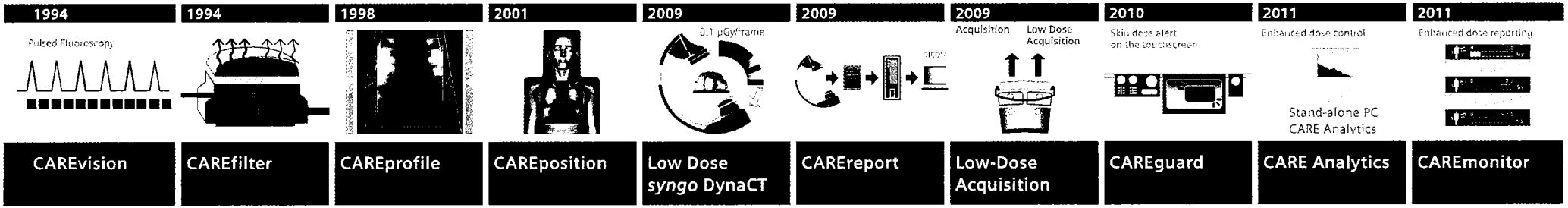
- **CAREvision** provides variable fluoroscopy frame rates, pulse frequencies can be adapted to clinical needs
- **CAREfilter** is a specially designed copper prefiltration system that automatically adjusts the filter to the patient's anatomy
- **CAREprofile** allows radiation-free collimator and semitransparent filter adjustment using the last image hold (LIH) position as reference
- **CAREposition** enables radiation-free object positioning, i.e. allows the table or C-arm position to pan without using fluoroscopy
- **Low-Dose Acquisition,** a dedicated acquisition protocol, helps to achieve dose reductions
- **Low-Dose *syngo* DynaCT** provides 3D images at the lowest possible dose levels

Dose monitoring

- **CAREguard** allows three threshold values to be defined for the accumulated skin dose and signals when a skin dose level is exceeded
- **CAREwatch** displays the dose area product and dose rate at the interventional reference point on the live display in the examination and control rooms
- **CAREmonitor** shows in real-time the accumulated peak skin dose according to the current projection in the form of a fill indicator on the live monitor

Dose reporting

- **CAREreport** is a DICOM-structured radiation report containing all patient demographic, procedure, and dose information
- **CARE Analytics** is a stand-alone tool for installation on any PC in the hospital network, allowing evaluation of DICOM dose structured reports



CLEAR offers a comprehensive range of applications with real-time processing to enhance image quality – without increasing the dose.

- **CLEARpulse** shortens the pulse length and optimizes the X-ray spectrum, which leads to overall image quality improvements
- **CLEARcontrol** enhances the image creation process with a unique histogram analysis and optimizes image brightness and contrast
- **CLEARview** enhances overall image quality, especially when using low-dose imaging protocols with dose-adaptive noise reduction
- **CLEARmotion** helps detect small structures and efficiently compensates for motion artifacts
- **CLEARchoice** enables preferred image quality selection during application

Almost 20 years of Siemens innovations to reduce, monitor, and report dose in angiography

Legal Manufacturer
Siemens AG
Wittelsbacherplatz 2
DE-80333 Muenchen
Germany

Order No. A91AX-01343-33C1-7600 | Printed in Germany | CC AX 1193 03133. |

www.siemens.com/healthcare

SIEMENS

www.siemens.com/ultrasound

When You Need To Know More.

ACUSON S2000™ Ultrasound System

PROPOSED

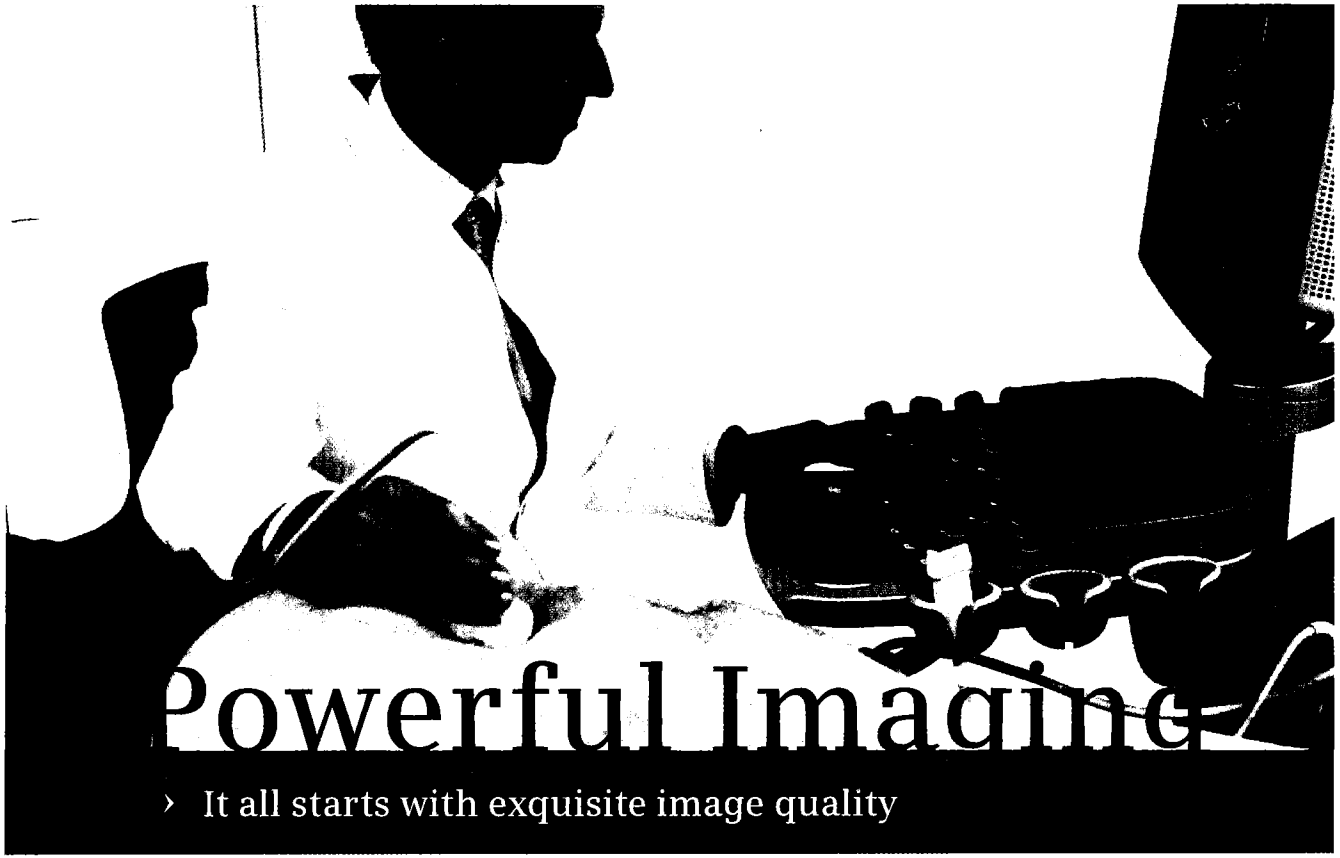
Exhibit 3

Table of Contents

Introduction

We put innovation to work.

For more than six decades, Siemens has been pioneering innovations in ultrasound technologies and applications. The ACUSON S2000™ ultrasound system builds on this legacy. The system delivers the most information from each exam for extraordinary results and the utmost diagnostic confidence, even in the most challenging cases. This premium, multi-specialty system covers the entire continuum of care from screening and diagnosis to therapy and follow-up, giving you a top-performing platform for today and in the future.



Powerful Imaging

› It all starts with exquisite image quality

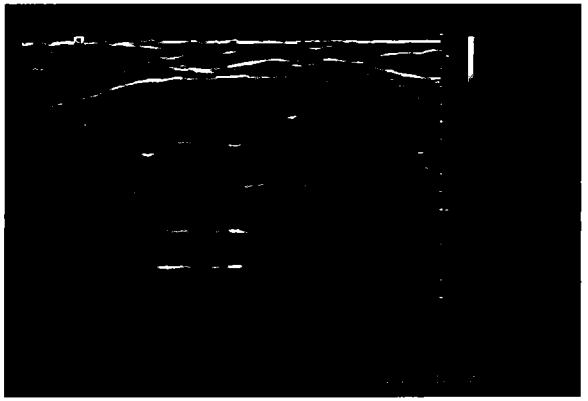
Whether trying to detect subtle lesions or penetrate deep into the abdomen of a technically difficult-to-scan patient, image quality is everything — especially when faced with complex exams. The ACUSON S2000 system delivers extraordinary image quality in both B-mode and color Doppler for unprecedented diagnostic confidence. Siemens' unique imaging technologies provide exquisite detail resolution, which enables you to distinguish the most subtle tissue detail and structures.

Outstanding color sensitivity allows visualization of slight velocity changes of blood flow to better detect abnormalities, as well as visualization of fine vessels.

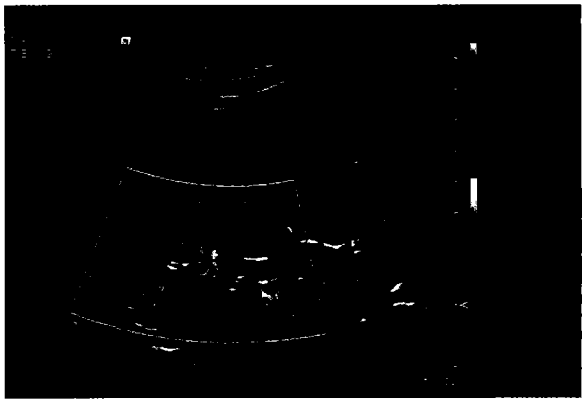
The new family of high-density (HD) element array transducers are designed to take full advantage of the system's powerful capabilities. Incorporating the most cutting edge technologies, HD transducers enable the ACUSON S2000 system to provide more ultrasound information than ever before.

Key Benefits:

- Extraordinary detail resolution allows you to distinguish the most subtle tissue detail
- Superb color sensitivity makes it possible to visualize the subtleties of blood flow
- State-of-the-art HD transducers provide more ultrasound information than ever before

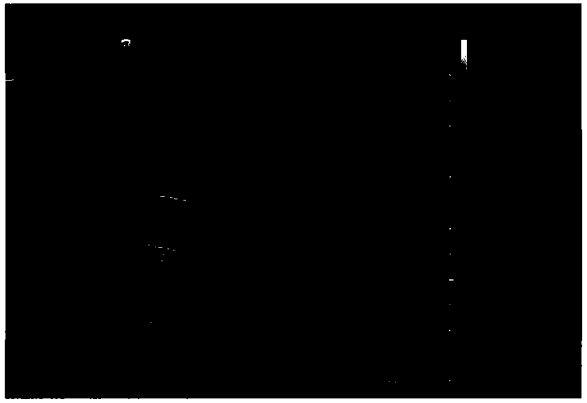


Near field differentiation of tissue and fat.



Color sensitivity, with color extending out to cortex of kidney throughout entire parenchyma.

Side-by-side comparison of B-mode image and eSie Touch elastogram of an ovarian cyst.



Virtual Touch technology provides an objective quantification of tissue stiffness.

Key Benefits:

- The most comprehensive suite of tissue strain applications available
- eSie Touch elasticity imaging has an extraordinary degree of sensitivity
- Unique, industry-first Virtual Touch applications leverage Acoustic Radiation Force Impulse (ARFI) technology

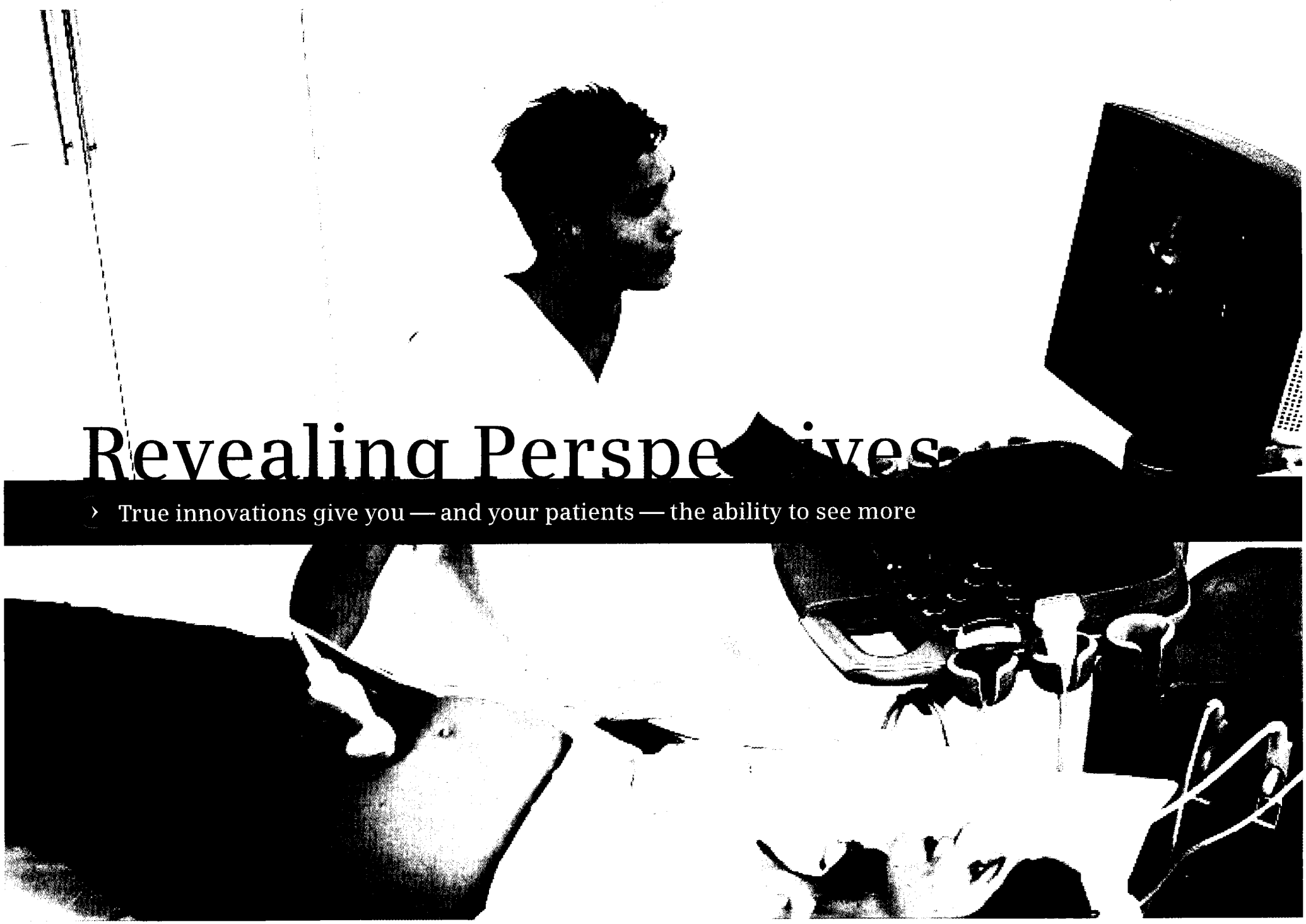
Siemens provides a whole new dimension of diagnostics with our comprehensive and proprietary tissue strain analytics suite. As the leader in tissue strain, the ACUSON S2000 system features traditional manual compression elasticity imaging as well as our unique and industry-first Virtual Touch™ applications*. The Virtual Touch applications leverage Acoustic Radiation Force Impulse (ARFI) technology.

- **eSie Touch™ elasticity imaging** — This Siemens-exclusive technology qualitatively displays tissue stiffness. It features a powerful algorithm that is extremely sensitive, making acquisition easier and more comfortable. It is offered on linear, curved and endocavity transducers.
- **Virtual Touch technology** — From its introduction in 2008, this ground-breaking technology has been enthusiastically embraced by clinicians worldwide. With a host of publications demonstrating the clinical value of assessing the severity of liver fibrosis and lesions, Virtual Touch delivers both detailed quantification and qualitative imaging of tissue stiffness. Virtual Touch technology can also help differentiate between malignant and benign lesions by identifying relative tissue stiffness.

*Not commercially available in the USA.

Penetrating Insight

› Delivering a whole new dimension of diagnostics

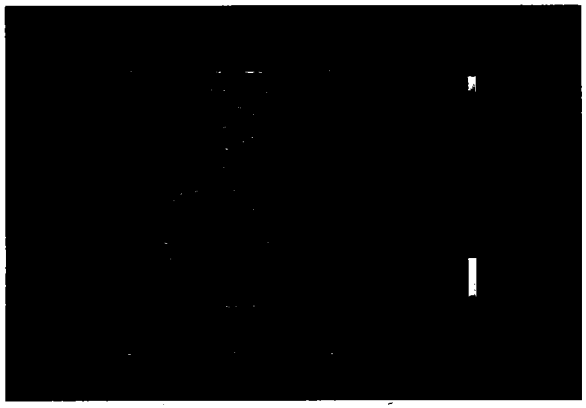


Revealing Perspe ives

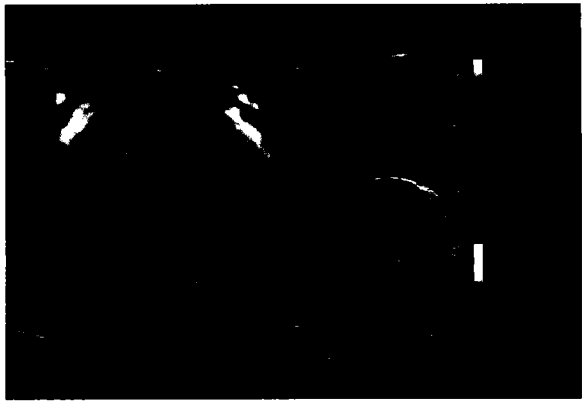
› True innovations give you — and your patients — the ability to see more

Key Benefits:

- Automated Breast Volume Scanner (ABVS) enables you to acquire, analyze and report on full-field breast volumes
- Skeletal Rendering provides never-before-seen detail of the fetal spine and long bones
- Stereoscopic 3D imaging, an extraordinary immersive visualization tool, makes images more realistic



Skeletal Rendering, an advanced volumetric rendering technique, delivers dramatic detail.



3D imaging, especially in stereoscopic, provides significantly enhanced visualization.

Our system provides industry-first applications that provide a level of detail never before seen, giving you more information to make a diagnosis.

The ACUSON S2000™ Automated Breast Volume Scanner is the first multi-use ultrasound system that enables acquisition, analysis and reporting on full-field volumes of intricate breast anatomy and pathology. Ideally suited for patients with radiographically dense breast tissue or a history of breast disease, the system allows visualization of the anatomically intuitive coronal view, not available with traditional hand held ultrasound.

- **Siemens' Skeletal Rendering technology** — This volumetric rendering technique delivers detailed images of the fetal skeleton, which more accurately depict 3D relationships of bony anatomy, aiding in more accurate diagnoses.
- **Stereoscopic 3D imaging** — The only true stereoscopic 3D ultrasound view of pathology and fetal anatomy. Extraordinarily realistic and immersive images make this visualization tool ideal for use with referring physicians, and patients.

The ACUSON S2000 system was designed from the ground up to simplify, expedite and streamline day-to-day workflow. We've created customizable protocols as well as advanced algorithms that utilize an extensive database of real clinical cases to quickly and accurately identify and measure anatomical structures. We call this knowledge-based workflow. It's fast, smart and accurate, freeing you from the repetitive tasks associated with tracing and measuring. Our innovations reduce operator variability for improved diagnostic confidence and faster exams.

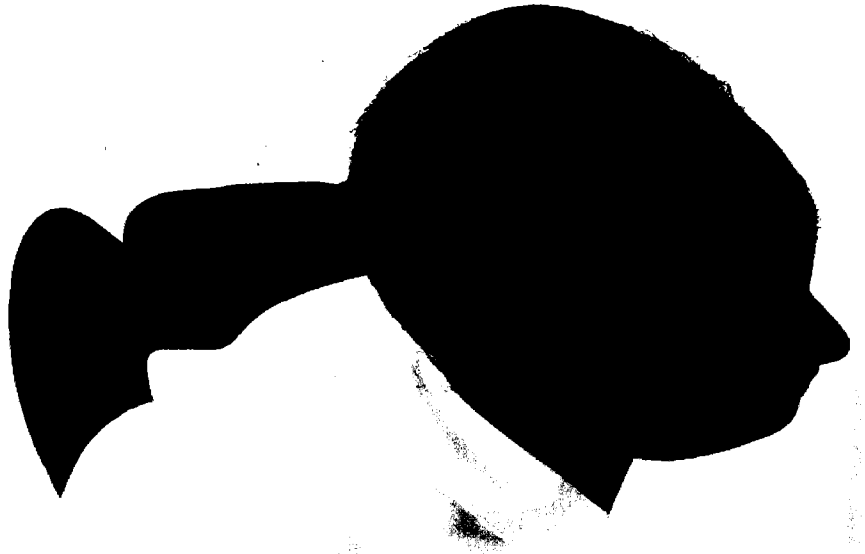
- ***syngo*® Auto OB measurements** — This application gives obstetricians the ability to generate semi-automatic biometric fetal measurements, saving up to 75 percent of the keystrokes in routine fetal exams.
- ***syngo*® eSieCalcs™ native tracing software** — An innovation that introduces border detection technology to segment an area of interest and provide automatic calculations for improved efficiency and consistency.

Smart Workflow

› Advancing smart, flexible workflow

Key Benefits:

- Advanced algorithms work with an extensive database of real clinical cases to expedite day-to-day workflow
- eSie Scan workflow protocols take the flexibility of workflow to a whole new level
- Knowledge-based workflow applications are like having "a thousand clinical experts at your fingertips"



Ergonomics

› Designed to work right — just for you

We've taken our years of experience partnering with medical professionals around the world to design simple, elegant and fully functional ergonomics into the ACUSON S2000 system. It features everything you need — right at hand. Whether seated or standing, the natural and extended reach zones put the most frequently used controls at your fingertips, allowing you to leverage motor memory. This means you can keep your eyes focused on the monitor and on your patients.

Service & Support

Price is a Number. Value is Our Promise.
The ACUSON S2000 system is designed to be compatible with a variety of options and future updates, offering you long-term investment protection and flexibility to fit your budget. Providing the right value with your purchase is one of the ways that Siemens earns your trust.

Service at Your Fingertips
The ACUSON S2000 system features Ultrasound System Security, based on McAfee® Embedded Control, for the ultimate in protection against advanced persistent threats, viruses, malware and other executing software. The system also automatically connects to Siemens Remote Service™, a comprehensive remote support infrastructure, giving you access to a range of online service capabilities. In fact, Siemens offers a variety of service plans which address the needs of different healthcare environments — delivering both superior support and valuable cost savings for any size clinic, cardiology practice or medical setting. Siemens' coverage options provide protection from unexpected costs as well as fast and attentive service allowing you to stay focused on what matters most — the people in your care.

Global Siemens Headquarters
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Wittelsbacherplatz 2
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Healthcare Sector
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Mountain View, CA 94043 USA
Phone: +1-888-826-9702
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www.siemens.com/ultrasound

Exhibit 4

SIEMENS

Siemens Medical Solutions USA, Inc.
51 Valley Stream Parkway, Malvern, PA 19355
Fax: (866) 309-6967

SIEMENS REPRESENTATIVE
Stephen Argo - (336) 210-6178

Customer Number: 0000006798

Date: 9/26/2014

HIGH POINT REGIONAL HOSPITAL
601 N ELM ST
HIGH POINT, NC 27262

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

Table of Contents **Page**

Proposal valid until 11/10/2014

Estimated Delivery Date: 1/15/2015
Estimated delivery date is subject to change based upon factory lead times, acceptance date of this quote, customer site readiness, and other factors. A Siemens representative will contact you regarding the final delivery date.

This proposal includes the trade-in of equipment referenced in Trade Sheet Project #2014-1748.

Accepted and Agreed to by:

Siemens Medical Solutions USA, Inc.

By (sign): S G Argo
Name: Stephen Argo
Title: Account Executive
Date: 9/30/2014

HIGH POINT REGIONAL HOSPITAL

By (sign):
Name: GREG TAYLOR, MD
Title: SECRETARY
Date: 9/30/14

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
Fax: (866) 309-6967

SIEMENS REPRESENTATIVE
Stephen Argo - (336) 210-6178

Quote Nr:	**1-7JJCVX Rev. 2**
Terms of Payment:	00% Down, 80% Delivery, 20% Installation Free On Board: Destination
Purchasing Agreement:	MEDASSETS MEDASSETS terms and conditions apply to Quote Nr 1-7JJCVX

Artis Q ceiling

All items listed below are included for this system:

Qty	Part No.	Item Description
1	14434094	**Artis Q ceiling BC Interv. Rad.** Artis Q ceiling radiology The Artis Q product line is setting new standards in interventional imaging. The GIGALIX X-ray tube, which has been completely redeveloped, is based on flat emitter technology which provides small focus sizes and strong, short X-ray pulses. CLEARpulse uses flat emitter technology to generate optimized short X-ray pulses, thereby providing an improved sharp display of moving vessels. Configuration: The ceiling-mounted C-arm offers highly flexible positioning of the C-arm around the patient table. The motorized movement of the C-arm from a head-end position to a lateral position provides free access to the patient's head and can reach from their head to their foot. The patient table with telescopic foot is fitted with a freely movable patient positioning tabletop, which can bear a maximum patient weight of 250 kg. The table can be rotated to ensure quick access to the patient even in emergency situations. The as40HDR flat detector is optimized for the requirements of radiology and allows for steep angulations. The CLEAR package for optimizing image post-processing and the CARE package for dose reduction are included. This basic configuration includes digital acquisition technology and Digital Subtraction Angiography up to 7.5 f/s in 1k matrix. Images are displayed using a display suspension system with two 19" flat displays for live and reference image display in the examination room and a monitor in the control room. DICOM standards are supported and the system is prepared for remote maintenance.
1	14434161	**DYNAVISION DSA/DR** Native or subtracted digital rotational angiography with angle triggering.
1	14434143	**wide TT thick mat. ins. of std. TT** Patient positioning tabletop made of carbon fiber in wide, straight design for interventional, radiological examinations. The tabletop is straight all the way to the head area. Matching the wide patient positioning tabletop, special-foam mattress, 7 cm, made of open-pore polyurethane material and a latex-free cover. Note: The wide patient positioning tabletop with the thick mattress replaces the narrow or wide tabletop with the thin mattress described in the basic configuration. The head-end holder, handles, and shoulder supports (if part of the basic configuration) are eliminated because they can only be used with the narrow tabletop.
1	14432905	**4P wireless footswitch inst. of cbl** Wireless footswitch connection Note: Wireless replaces the wired connection.
1	14432841	**syngo 3D Engine with Acquisition** syngo X Workplace high-end post processing workstation, comprising Windows XP PC with syngo-based user software and network modules, equipped with the required HW and SW modules for real-time 3D reconstruction to virtually eliminate the time between the acquisition of a rotational angiographic examination and the display of the corresponding 3D reconstructed volume in the InSpace task card of the syngo Workplace: syngo X Workplace, syngo InSpace 3D Flash RT (including syngo iDentify), InSpace 3D accessories, Inroom Control, syngo Expert-i, as well as the syngo iPilot option to overlay calculated 3D reconstructions with live 2D fluoroscopy images.

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Qty	Part No.	Item Description
1	14432851	**syngo DynaCT** syngo DynaCT offers excellent soft tissue image quality (512 matrix) through rotational angiography, for neuro and general interventional angiography. Abdominal soft-tissue images are reconstructed within 30 seconds, and neuro soft-tissue images in less than one minute. syngo DynaCT 360° Large Volume in conjunction with an Artis zeego system allows the acquisition of a large 3D volume for the DynaCT reconstruction in only six seconds. This results in better image quality, less motion artifacts and the possibility of saving contrast medium. DynaCT is a prerequisite for Dyna3D Highspeed.
1	14434185	**syngo DynaCT Micro** Enables unique detail resolution (+40%) in interventional 3D imaging by using all detector pixels in a 22 cm image size with reduced dose. As a result, the smallest structures such as Cochlear implants or stents can be displayed in the best possible manner.
1	14432962	**syngo iPilot enhanced function** syngo iPilot (enhanced functionality) allows the overlay of the colored 3D volume with regular fluoro as well as with subtracted fluoro (Roadmap) and acquisition series on the display of the syngo Workplace. Thus the iPilot information is available in parallel to the regular or subtracted fluoro or acquisition images on the live display of the acquisition system. syngo iPilot automatically updates all table, c-arm, zoom and SID changes. Even patient movement can be manually updated.
1	14432965	**syngo iGuide Toolbox** syngo iGuide Toolbox contains the functions 'Linked Marker', 'Linked Pointer', and 'Linked Contours' These allow graphics drawn in a 3D volume to be displayed on the live monitor simultaneously. The graphics can be used to preplan interventions on the syngo workplace, whereby points or areas in the 3D volume can be marked and then linked to the display on the live monitor in real time.
1	14432943	**Vascular analysis** Vessel analysis with determination of degree of stenosis, distance measurement and calibration.
1	14432947	**Fluoro Loop** Storage and review of dynamic fluoroscopic sequences (Fluoro Loop). This saves an additional acquisition and reduces dose. The maximum storable fluoroscopic time depends on the selected pulse rate, e.g. 34 s at 30 p/s, 68 s at 15 p/s.
1	14432948	**Automap** Automatic stand positioning depending on the selected reference image and automatic reference image selection depending on the stand positioning.
2	14432953	**Lower body radiation protection** For shielding the lower body against scattered radiation within the examiner's moving range. Specially designed for avoiding collisions with the tube during oblique projections, therefore especially suited for cardiology.
1	14434157	**Moveable upper body rad. protection** To protect the upper body against scattered radiation within the operating range of the examiner, e.g. during interventional procedures.
1	14434173	**Large Display large work area** 60" or 56" color flat screen display including cables for the examination room, installed on a ceiling-mounted, longitudinally mobile, swiveling, rotating, and height-adjustable display holder with expanded working range. Note: If a Large Display is selected, the Artis basic configuration includes a connection kit for the large display instead of the displays for the examination room.
1	14434175	**Large Display video controller 9** Large Display Video Controller 9 is the smallest of three different video controller versions. A maximum of 9 video signals can be connected and displayed simultaneously on the Large Display. The Large Display video controller 9 receives various internal and external video signals for presentation to scale on the Large Display. Up to 9 external and internal video sources can be connected (max. 7 DVI-D and 2 analog (VGA) channels).
1	14434232	**Injector conn. in the control room** Interface for controlling the contrast medium injector in the control room. Injectors can be offered by Siemens Healthcare Accessory Solutions
1	14440411	**Intercom - Comfort** Communication / intercom system for communication between examination room and control room.

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Qty	Part No.	Item Description
1	14440417	**Protective glass for Large Display** Non-reflecting protective glass that protects the LCD panel of the 60" Large Display from mechanical damage. The protective glass can be attached to and removed from the housing.
1	AXA_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	AXA_FOLLOW UP_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	AXA_FOLLOW UP_12	**Follow-up training 12 hrs** Up to (12) 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	AXA_INT_BAS _CLS	**Artis Class** AXA_INT_BAS_CLS Tuition for (1) imaging professional to attend Siemens Classroom Course at Siemens Training Center. The objective of this class is to understand the basic operations of the ARTIS systems and have an overall fundamental knowledge of standard and optional features. 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	AXA_FOLLOW UP_12	**Follow-up training 12 hrs** Up to (12) 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	AXA_WP_ADV CLS	**Advanced syngo X-Workplace Class** Tuition for (1) imaging professional to attend Siemens class at Siemens Training Center. The objective of this class is to learn advanced applications of the syngo X Workplace and review software features in an interactive setting with 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.
2	AXA_ADD_32	**Additional onsite training 32 hours** 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 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	AXA_ADDL_RIGGING	**Additional Rigging - INBOUND $15,000**
1	AXA_DEINSTALL_EQ	**Additional OUTBOUND - De-Installation Costs $4,550**
1	AXA_BTL_DEINSTALL	**AXA BTL Deinstallation**
1	AXA_TRADE_IN_ALLOW	**Trade_In - Multistar TOP SN-01682; Project # 2014-1748; Deinstall Date 11 /30/ 2014; Expires 12/23/2014 $-1,900**

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Stephen Argo - (336) 210-6178

Qty	Part No.	Item Description
1	MART700PEDL	**Mark 7 Arterion, Pedestal System** The Arterion Mark 7 Pedestal contrast medium injector can be positioned anywhere at the patient positioning table on a mobile unit, for direct operation of all functions in the examination room. The injector system includes: A mobile pedestal stand with electronics unit, a contrast medium heater and a connection cable to the manual release. A support arm with injector head and a control lever for moving the injector head. A user control console with large touch screen and corresponding additional monitoring display on the injector head. Functions Pressure limitation: for 150 ml syringes 689 to 8273 kPa, corresponds to 100 to 1200 psi. . Flow rates for 150 ml syringes: 0.1 to 45 ml/s in increments of 0.1 ml/s 0.1 to 59.9 ml/min in increments of 0.1 ml/min rise/fall: 0 to 9.9 s in increments of 0.1 seconds Release delay for injection or radiation: 0 to 99.9 s in increments of 0.1 s. Adjustable volume for 150 ml syringes: 1 ml to the max. syringe capacity in increments of 1 ml. Fill rate: Variable syringe filling speed 1-20ml/s. Injection protocols: Up to 40 injection protocols possible. Parameters currently displayed on the touch screen display and on the head display: Injection speed Injection volume Remaining volume Injection duration Applied pressure Contrast medium heating: Nominal 35°C (95°F)+-5°C (9°F) Injection data memory Up to 50 injection data items stored Included in the scope of delivery Injector standard configuration 150 ml SIEMENS interface cable Operator Manual Service manual
1	EPW935515UPS	**Eaton Powerware 9355 15 kVA UPS** Includes UPS, battery, maintenance bypass panel, and one year on-site parts and labor coverage (24x7) by Eaton Powerware. This UPS is recommended when protection and uninterruptible power is required for the Artis' C-arm and table. Emergency fluoroscopy is not available with this UPS. If emergency fluoroscopy is required, the 9390 - 160 kVA UPS is recommended for the full system. One UPS per lab. Additional seismic brackets are required to make this system OSHPD approved.
1	AXA_RIG_QSP_STD	**Standard Rigging Q Q.Zen SP**

System Total: $1,300,000

SIEMENS
Siemens Medical Solutions USA, Inc.
51 Valley Stream Parkway, Malvern, PA 19355
Fax: (866) 309-6967

SIEMENS REPRESENTATIVE
Stephen Argo - (336) 210-6178

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).

03/2012 Rev

SIEMENS

Siemens Medical Solutions USA, Inc.
51 Valley Stream Parkway, Malvern, PA 19355
Fax: (866) 309-6967

SIEMENS REPRESENTATIVE
Stephen Argo - (336) 210-6178

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

1. DEFINITIONS: The following definitions apply to this Schedule:
"Agreement" shall mean the attached (i) Quotation for Products and/or Services including the Terms and Conditions of Sale and applicable schedules; and/or (ii) Software License Agreement describing the software licensed herein and the specific system for which the license is issued.
"Licensor" shall mean Siemens Medical Solutions USA, Inc.
"Licensee" shall mean the end-user to whom Licensor provides Software or Documentation for its internal use under the Agreement.
"Software" shall mean the software described in the attached Agreement, including the following as contained therein: (i) software programs consisting of a series of statements or instructions to be used directly or indirectly in a programmable controller or computer to bring about a certain result and (ii) databases consisting of systemized collections of data to be used or referenced directly or indirectly by a programmed controller or computer. Notwithstanding the foregoing, "Software" does not include "firmware" as such term is conventionally understood. Diagnostic/Maintenance Software also is not included within the scope of the Software licensed under this Schedule, and is available only as a special option under a separate Diagnostic Materials License Agreement and may be subject to a separate licensing fee.
"Documentation" shall mean the documents and other supporting materials which are intended to support the use of an associated product, including (but not limited to) instructions, descriptions, flow charts, logic diagrams and listings of the Software, in text or graphic form, on machine readable or printed media.
"Designated Unit" shall mean a single control unit or computer identified on the first page of the Agreement, on which Software licensed hereunder may be used by Licensee.

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3. SOFTWARE AND DOCUMENTATION LICENSE: Subject to the payment of any applicable annual license fee(s), whether stated separately or included in the purchase price of another product, and to Licensee's acceptance of all of the obligations set forth herein and to the fulfillment of those obligations, Licensor or, if applicable, its licensor or supplier, hereby grants to Licensee a paid-up, nonexclusive and nontransferable (except as expressly provided in this Schedule) limited license to use the Software provided by Licensor under the Agreement solely for Licensee's own use on the Designated Unit and to use the Documentation in support of Licensee's authorized use of the Software, for the purpose of operating the Designated Unit in accordance with the instructions set forth in the user's manual supplied with the Designated Unit and for no other purpose whatsoever. A separate license is required for each Designated Unit on which the Software is to be used. Licensee may obtain from Licensor one copy of the Software licensed hereunder for backup and archival purposes only as is necessary to support Licensee's own authorized use of the Software, provided that Licensee includes on or in all copies (in any form) all copyright, trade secret or other proprietary notices contained on or in the Software as provided by Licensor. Additional copies of the Documentation may be licensed from Licensor at its then applicable charges. Licensee may make the Software and Documentation (including any copies) available only to its employees and other persons on Licensee's premises to whom such disclosure is necessary to enable Licensee to use the Software or Documentation within the scope of the license provided in this Schedule. If the Software is supplied to any unit or agency of the United States Government other than the Department of Defense, the Software and Documentation are classified as "restricted computer software" and the Government's rights in the Software and Documentation shall be as provided in paragraph (c) (2) of the Commercial Computer Software-Restricted Rights clause in FAR 52.227-19 and any successor laws, rules or regulations thereto. If the Software is supplied to the United States Department of Defense, the Software is classified as "commercial computer software" and the Government is furnished the Software and Documentation with "restricted rights" as defined in paragraph (c) (1) of the Rights in Technical Data and Computer Software clause in DFARS 252.227-7013 and any successor laws, rules or regulations thereto.

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Revised 03/15/05

SIEMENS
Siemens Medical Solutions USA, Inc.
51 Valley Stream Parkway, Malvern, PA 19355
Fax: (866) 309-6967

SIEMENS REPRESENTATIVE
Stephen Argo - (336) 210-6178

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.

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AX Warranty Information

Product (New Systems and "Proven Excellence" Refurbished Systems Only)	Period of Warranty[1]	Coverage	
X-Ray System (not including consumables)	12 month	Full Warranty (parts & labor)	Includes Flat Panel Detectors
Following parts will include warranty as listed below:			
Image Intensifier Tubes (Sirecon, Optilux)	First 12 month Month 13 through 24	Prorated credit given to customer against replacement cost	credit percentage = (24- month in use)/24*100
Flat Panel Detectors	First 12 month Month 13 through 36	Prorated credit given to customer against replacement cost	credit percentage = (36- month in use)/36*100
General Diagnostic tubes (Opti tubes, Optitop tubes) Metal Center tubes Conventional ball bearing	12 month		
Air cooled tubes (Megalix .... CM)	Prorated by month up to month 12 or up to 35,000 SLU[2] whichever occurs first	Prorated credit given to customer against replacement cost	credit percentage = (12- month in use)/12*100
Water cooled tubes (Megalix .... CM ... W)	Prorated by month up to month 12 or up to 80,000 SLU[2] whichever occurs first	Prorated credit given to customer against replacement cost	credit percentage = (12- month in use)/12*100
Liquid metal bearing (Megalix CAT) Standard	Warranty to 80,000 SLU[2] or first 12 month whichever occurs first		
	Month 13 through 24 up to a maximum of 160,000SLU	Prorated credit given to customer against replacement cost, parts only	credit percentage = (24-month in use)/24*100
TV Camera tubes (exposure tubes) and cathode-ray tubes (CRT)	12 month		
Consumables	Not covered		
Post-Warranty (after expiration of system warranty) – Replacement parts only!			
Items above	Like described above, but parts only	Like described above, but parts only	Like described above, but parts only
Spare Parts	6 month	Parts only	

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

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

[2] SLU: Siemens Load Unit (1 exposure or 2 seconds cine DCM (Digital Cline Mode) or 15 seconds Digital Pulsed Fluoroscopy (DPF)

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51 Valley Stream Parkway, Malvern, PA 19355
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SIEMENS REPRESENTATIVE
Laura Herndon - (770) 329-5470

Customer Number: 0000006798

Date: 9/12/2014

HIGH POINT REGIONAL HOSPITAL
601 N ELM ST
HIGH POINT, NC 27262

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 12/30/2014

Estimated Delivery Date: 10-21-2014.
Estimated delivery date is subject to change based upon factory lead times, acceptance date of this quote, customer site readiness, and other factors. A Siemens representative will contact you regarding the final delivery date.

This proposal includes the trade-in of an Elegra system; Serial Nbr 5644

This proposal includes the trade-in of a Sequoia system; Serial Nbr 53674.

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

Accepted and Agreed to by:

Siemens Medical Solutions USA, Inc.		**HIGH POINT REGIONAL HOSPITAL**	
By (sign):	_____	By (sign):	_____
Name:	Laura Herndon	Name:	_____
Title:	Product Sales Executive	Title:	_____
Date:	_____	Date:	_____

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

– Configuration only approved for IR Room HPR –

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Siemens Medical Solutions USA, Inc.
51 Valley Stream Parkway, Malvern, PA 19355
Fax: (866) 309-6967

SIEMENS REPRESENTATIVE
Laura Herndon - (770) 329-5470

Quote Nr:	**1-8ONTN9 Rev. 0**
Terms of Payment:	00% Down, 80% Delivery, 20% Installation
	Free On Board: Destination
Purchasing Agreement:	MEDASSETS
	MEDASSETS terms and conditions apply to Quote Nr 1-8ONTN9

ACUSON S2000 ultrasound system

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

Qty	Part No.	Item Description
2	10041461	**ACUSON S2000 Mainframe** The ACUSON S2000(tm) ultrasound system is a multi-specialty system designed to exceed your expectations - today and into the future. The unmatched ability to deliver comprehensive information to make a differential diagnosis even in the most challenging case makes this the system to have "when you need to know more." The industrial design is conducive to today's busy environments. The home base layout of controls and operator functions on the control panel supports the natural and extended reach of the user and greatly reduces keystrokes and repetitive movements. The flat panel display with articulating arm, control panel height adjustment and side-to-side swivel allow for appropriate positioning and placement to accommodate tight and/or awkward scanning environments. A rear handle and extra transducer storage further extend the product offering into the high end arena. In addition to a lightweight system, the QuikStart standby mode enhances system portability by reducing startup and shutdown times to approximately 30 seconds and 10 seconds respectively.
2	10854190	**S2000 HELX VC30 SW** The HELX software release for the ACUSON S2000(tm) ultrasound system continues to advance the performance and capabilities of the system and ensure imaging performance which meets the most exacting demands. The release features significant image quality advances with new imaging technologies and modes, an enhanced software user interface with "heads up display" and ease of use workflow functionality. Together with the new Siestream(tm) HD hardware, the HELX software takes the ACUSON S2000 system performance to another level. Continuing to deliver on the promises of premium performance and expanded insight. These features are standard: • Virus protection via McAfee(r) Embedded Security solution, which protects the system against Advanced Persistent Threats, viruses, malware and other executing software. • eSieScan(tm) workflow protocols allow the operator to focus on patient care, rather than system interaction by anticipating and executing the exam based on customizable programs. • DICOM functionality including Structured Reporting, Modality Worklist and Query/Retrieve are included as part of the system's core functionality. Report data can also be transferred to external locations in .xml file format."
2	10854195	**S2000 HELX VC30 Operating Sys Eng** S2000 HELX VC30 English Operating System
2	10854198	**S2000 HELX VC30 English Keyboard** S2000 HELX English Keyboard
2	10041486	**115V Power Supply**
2	10041489	**S2000 NTSC Video Interface**
2	10041523	**S2000 General Imaging Technologies** The ACUSON S2000(tm) ultrasound system offers the General Imaging Technologies package for the ultimate solution of imaging and workflow needs of today's radiology clinic. The General Imaging Technologies package offers advanced image quality and innovative workflow solutions at a reduced price. Advanced SieClear(tm) spatial compounding, Advanced SieClear spatial compounding in Color & Power Doppler*, eSieImage(tm)* multi-parameter image optimization technology processing (available in HELX (VC30B*) software level and above). , Clarify(tm) vascular enhancement technology, SieScape(tm) panoramic imaging, Color SieScape(tm) panoramic imaging and TEQ(tm) ultrasound technology round off this progressive product offering.

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Qty	Part No.	Item Description
2	10854218	**S2000 Wireless Connectivity** Includes the hardware and software needed to enable wireless capabilities on the ACUSON S2000 ultrasound system. This option is only being offered to qualifying sites that meet certain network specifications. At the time of release, the wireless connectivity feature will support only the following specifications: - WLAN types and speeds: WLAN Type: Broadcasting or Non-broadcasting, WLAN Speed: 802.11b/g, 802.11g, 802.11b, 802.11a and 802.11n - Authentication Protocols: Open Shared, WPA, WPA-PSK, WPA2, WPA2-PSK - Data Encryption Types: WEP, TKIP, AES or None - Extensible Authentication Protocols (EAP): EAP-PEAP-MSCHAPV2(PEAPv0) if used at the site To ensure functionality please certify that the site meets the above specifications.
1	10041591	**6C2 Transducer (MP), S2000** The 6C2 transducer utilizes ACUSON(tm) patented micro-pinless (MP) connecter and is based on Hanafy lens transducer technology in an ergonomically optimized microCase(tm) transducer miniaturization technology design. Hanafy lens technology for uniformly narrow image slice thickness, dual frequency NTHI capability, excellent penetration, detail and contrast resolution, high signal to noise ratio, high sensitivity in color and spectral Doppler modes, independent frequency selection across modes, superior ergonomic design for comfort and access. Wideband MultiHertz(tm) multiple frequency imaging provides multiple transmit frequencies ranging for optimal resolution and penetration. Excellent detail resolution is apparent in primary applications including general abdominal, renal, OB/Gyn and fetal heart imaging.
2	10854250	**MC9-4 Transducer S2000** The MC9-4 transducer provides essential functionality for the Gynecological ultrasound exam, with superior image quality and penetration. Extremely lightweight and thin, the transducer is ergonomic for the user and comfortable for the patient. The MC9-4 utilizes a patented ACUSON(tm) micro-pinless transducer connector.
1	10041585	**10V4 Transducer (MP), S2000** The 10V4 transducer utilizes ACUSON(tm) patented micro-pinless (MP) connecter technology. Based on Wideband MultiHertz(tm) multiple frequency technology this 128 element, multi-frequency, phased array transducer provides excellent contrast and detail resolution. The 10V4 is ergonomically optimized with the SuppleFlex(tm) transducer cable and microCase(tm) transducer miniaturization technology designs. The 10V4 transducer supports both cardiac and general imaging applications
2	10041227	**18L6 HD Transducer (MP), S2000** The 18L6 HD (High Density) is a large format, 50mm, linear transducer with a 6 to 18 MHZ bandwidth. The 18L6 HD utilizes Hanafy lens transducer technology providing an industry leading high density (HD) 100 micron pitch for unrivaled contrast and spatial resolution. Additionally, ACUSON(tm) patented micro-pinless (MP) connector technology and Wideband MultiHertz(tm) multiple frequency imaging capabilities set the standard for high frequency imaging. It is built with patented Elastogrip(tm) ergonomic grip coating for unrivaled grip comfort and repetitive stress reduction. A specially designed SuppleFlex(tm) transducer cable provides a lightweight design to reduce operator fatigue. eSieTouch(tm) elasticity imaging is supported on the 18L6 HD.
2	10854033	**6C1 HD Transducer, S2000** The 6C1 HD high-density array will enhance the ACUSON S2000(tm) ultrasound system capabilities. It provides not only the fundamental imaging capabilities such as B-mode, Color and PW Doppler, Color Doppler Energy (CDE), Tissue Harmonic Imaging (THI) and TEQ(tm) ultrasound technology, but also supports advanced technologies such as Advanced SieClear(tm) Spatial Compounding (ASSC) and Dynamic TCE(tm) Tissue Enhancement Technology (DTCE). The transducer technology and design support a frequency range of 6MHz to 1MHz. Both fundamental and harmonic frequencies are supported. Maximum imaging depth is 30cm.
1	10854170	**S2000 HD GI Base System** S2000 HD GI Base System Configuration
1	10854273	**S Family Op Instr, CD, HELX** S Family Op Instr, CD, HELX

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Qty	Part No.	Item Description
1	4USSVC45	**Sequoia w/CRT SN>53500 Trd-in plus elev** Trade-in value is valid for forty-five (45) days from the date of this quotation. After that time it must be revalued. The trade-in equipment shall be free and clear of all liens, encumbrances, security interests, assessments, rights of distraint and any other third party claims. Purchaser shall provide Siemens or its designated dealer or agent with access to the trade-in equipment within 48 hours after installation of the new equipment. Title and risk of loss to the trade-in equipment shall pass to Siemens or its designee upon installation of the purchased equipment at the Purchaser's facility. In the event that access to the trade-in equipment is denied for more than 30 days after shipment of the new equipment, then the Purchaser shall pay to Siemens the amount of ten percent (10%) of the total trade in value including Elevate discounts (no less than $1000) for each month, or part thereof, that access is denied. In addition, in the event that the trade-in equipment does not meet manufacturer's operating specifications or is not otherwise in the condition as stated in the trade-in specification sheet at the time of trade-in, or in the event that any trade-in items are not returned or otherwise made available to Siemens or its designee, then Purchaser shall be invoiced and shall pay for any missing or damaged items/equipment, or the trade-in value set forth in this Quotation shall be adjusted in Siemens' sole discretion. Customer is eligible for this special promotion provided Siemens receives a binding purchase order from customer on or before September 30, 2014.
1	US_PR_POS_SERV_10K	**Sequoia Elevate POS SRV Promo $10K** The Service POS Promotion is contingent upon the simultaneous receipt by Siemens of a binding purchase order for the ultrasound system and an executed minimum term of five (5) years with a minimum annual value of $10,000 POS Service contract. The POS Service contract will commence upon the expiration of the Product warranty under Section 10 of the attached terms and conditions
2	US_PR_POS_SERV_5K	**POS Service S Class Promotion - $5000** The Service POS Promotion is contingent upon the simultaneous receipt by Siemens of a binding purchase order for the ultrasound system and an executed minimum term of three (3) years POS Service contract. The POS Service contract will commence upon the expiration of the Product warranty under Section 10 of the attached terms and conditions.
1	US_PR_ELEV_14K	**Elevate Trade in Promotion - $14000** Trade-in value is valid for forty-five (45) days from the date of the quotation. After that time it must be revalued. The trade-in equipment shall be free and clear of all liens, encumbrances, security interests, assessments, rights of distraint and any other third party claims. Purchaser shall provide Siemens or its designated dealer or agent with access to the trade-in equipment within 48 hours after installation of the new equipment. Title and risk of loss to the trade-in equipment shall pass to Siemens or its designee upon installation of the purchased equipment at the Purchaser's facility. In the event that access to the trade-in equipment is denied for more than 30 days after shipment of the new equipment, then the Purchaser shall pay to Siemens the amount of ten (10) percent of the total trade in value including Elevate discounts (no less than $1000) for each month, or part thereof, that access is denied. In addition, in the event that the trade-in equipment does not meet manufacturer's operating specifications or is not otherwise in the condition as stated in the trade-in specification sheet at the time of trade-in, or in the event that any trade-in items are not returned or otherwise made available to Siemens or its designee, then Purchaser shall be invoiced and shall pay for any missing or damaged items/equipment, or the trade-in value set forth in this Quotation shall be adjusted in Siemens' sole discretion
1	ACU_SYS_TRADE_IN	**Trade-in of Elegra SN-5644; Expires 9-30-14; $-1** Trade-in value is valid for forty-five (45) days from the date of the quotation. After that time it must be revalued. The trade-in equipment shall be free and clear of all liens, encumbrances, security interests, assessments, rights of distraint and any other third party claims. Purchaser shall provide Siemens or its designated dealer or agent with access to the trade-in equipment within 48 hours after installation of the new equipment. Title and risk of loss to the trade-in equipment shall pass to Siemens or its designee upon installation of the purchased equipment at the Purchaser's facility. In the event that access to the trade-in equipment is denied for more than 30 days after shipment of the new equipment, then the Purchaser shall pay to Siemens the amount of ten (10) percent of the total trade in value including Elevate discounts (no less than $1000) for each month, or part thereof, that access is denied. In addition, in the event that the trade-in equipment does not meet manufacturer's operating specifications or is not otherwise in the condition as stated in the trade-in specification sheet at the time of trade-in, or in the event that any trade-in items are not returned or otherwise made available to Siemens or its designee, then Purchaser shall be invoiced and shall pay for any missing or damaged items/equipment, or the trade-in value set forth in this Quotation shall be adjusted in Siemens' sole discretion
1	USD_INITIAL_16	**Initial onsite training 16 hrs-FMV $4100** Up to (16) hours of on-site clinical education training, scheduled consecutively (Monday - Friday) during standard business hours for a maximum of (4) imaging professionals. 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.

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System Total: **$199,405**

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OPTIONS on Quote Nr: **1-8ONTN9 Rev. 0**

OPTIONS for ACUSON S2000 ultrasound system

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
2	10853425	**Multimodality Review, S2000** Multi-modality Review (MMR) brings images from other modalities like CT, MR, and mammography into the ultrasound system for simultaneous viewing alongside the real-time ultrasound image. This provides fast and easy comparison of previously identified organs and pathology combined with the advantages of real-time ultrasound.	+ $20,100	X
2	10441281	**S2000 Data Transfer to Nuance** This option enables the Siemens ACUSON S2000 ultrasound system to send measurement data at the end of the exam directly to Nuance PowerScribe 360 | Reporting via Nuance's Web Services API. The customer is responsible for set up and installation on the PowerScribe 360 | Reporting side (creation of custom fields for each desired ACUSON S2000 measurement field in the PowerScribe 360 | Reporting database and modification of customer reports to include those custom fields). Customers should contact their Nuance Sales Executive regarding Nuance fees and support services.	+ $11,122	X
1	10855734	**S2000 Liver Tissue Analysis USA** The Liver Tissue Analysis package combines qualitative Virtual Touch(tm) imaging (VTi) visualization capabilities with the complementary quantitative measurement capability of Virtual Touch(tm) quantification (VTq). A new dimension of tissue structural information can now be obtained from a diagnostic ultrasound study of the liver, within routine ultrasound workflow. Using Acoustic Radiation Force Impulse (ARFI) techniques with sophisticated pulse formation and high speed computational algorithms, the comprehensive Liver Tissue Analysis package provides real-time dual display of relative tissue stiffness with the push of a button. Available with the 6C1 HD, 4V1, 4C1 and 9L4 transducers. Product pending shipment confirmation.	+ $13,534	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).

03/2012 Rev

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51 Valley Stream Parkway, Malvern, PA 19355
Fax: (866) 309-6967

SIEMENS REPRESENTATIVE
Laura Herndon - (770) 329-5470

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

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

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SIEMENS REPRESENTATIVE
Laura Herndon - (770) 329-5470

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
Fax: (866) 309-6967

SIEMENS REPRESENTATIVE
Laura Herndon - (770) 329-5470

US Warranty Information

Product (New Systems and "Proven Excellence" Refurbished Systems Only)	Period of Warranty [1] [2]	Coverage
New US Systems[3]	12 month	Full Warranty (parts & labor, excluding consumables)
Refurbished US Systems[3]	12 month	Full Warranty (parts & labor, excluding consumables)
Transducers sold with New US Systems	12 month	Wear and Failure only (damage not included)
TEE probes sold with New US Systems	12 month	Wear and Failure only (damage not included)
Specialty probes sold with New US Systems	12 month	Wear and Failure only (damage not included)
Ultrasound Upgrades (includes transducers, TEE's, Specialty probes, OEMs and Upgrade)	3 month	Full Warranty (parts & labor: wear and failure only on transducers and probes)
Post-Warranty (after expiration of system warranty) – Replacement parts only!		
Spare Parts	6 month	Parts only
Transducers	6 month	Parts only
TEE Probes	6 month	Parts only
Specialty Probes	6 month	Parts only
Consumables	Not covered	

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

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

[2] While product shall be delivered FOB shipping point, seller will maintain risk of loss of purchaser's equipment during travel from the factory to the purchaser's destination, and shall be responsible for insuring the equipment during such transit.

[3] Trade-in Warranty policy: **New and refurbished systems sold with trade-ins come with a 12 month warranty.** The warranty is reduced to 90 days if the same system is traded in (e.g. Sequoia to Sequoia trade-in for e.g). System warranty applies to all transducers, probes and OEM's sold with the system.

SIEMENS **Healthcare** Exhibit 6

Mr. Jim Morton
High Point Regional Health System
601 N. Elm Street
High Point, NC 27262

Dear Mr. Morton

The purpose of this letter is to confirm that Siemens will be responsible for removing the Multistar TOP Interventional Radiology unit and Elegra/Sequoia Ultrasound equipment installed High Point Regional Hospital, in High Point, North Carolina as part of the purchase of the Artis Q Interventional Radiology and Acuson S2000 Ultrasound ("replacement equipment"). The cost for the de-installation and removal is included in the price quotation for the replacement equipment. There are no additional costs for de-installation and removal.

We will work closely with you to insure proper timing of the de-installation. It is understood that Siemens will take possession of the existing equipment and will permanently remove it from the State of North Carolina. Siemens will not sell the existing equipment to any North Carolina facility unless the facility has the appropriate Certificate of need approval.

Sincerely,

Craig Argo
Account Executive
Siemens Healthcare

REC'D JAN 02 2014 Exhibit 7

North Carolina Department of Health and Human Services
Division of Health Service Regulation
Acute and Home Care Licensure and Certification Section
1205 Umstead Drive, 2712 Mail Service Center
Raleigh, North Carolina 27699-2712
Telephone: (919) 855-4620 Fax: (919) 715-3073

For Official Use Only
License # H0052 Medicare # **340004**
Computer: 943251
PC 155 Date 1/8/14

License Fee: **$6,692.50**

2014
HOSPITAL LICENSE
RENEWAL APPLICATION

Legal Identity of Applicant: **High Point Regional Health**
(Full legal name of corporation, partnership, individual, or other legal entity owning the enterprise or service.)

Doing Business As
(d/b/a) name(s) under which the facility or services are advertised or presented to the public:

PRIMARY: **High Point Regional Health**
Other: _____
Other: _____

Facility Mailing Address: P O Box HP5
High Point, NC 27261

Facility Site Address: 601 North Elm St
High Point, NC 27262
County: Guilford
Telephone: (336)878-6000
Fax: (336)878-6158

PAID
CK NO. 245037
DATE 1-2-14
$6,692.50

Administrator/Director: Jeffrey S Miller
Title: President
(Designated agent (individual) responsible to the governing body (owner) for the management of the licensed facility)

Chief Executive Officer: Jeffrey S. Miller **Title:** President / CEO
(Designated agent (individual) responsible to the governing body (owner) for the management of the licensed facility)

Name of the person to contact for any questions regarding this form:

Name: Molly Jordan **Telephone:** 336-878-6095

E-Mail: mjordan@hprhs.com

Primary National Provider Identifier (NPI) registered at NPPES 1396746228

If facility has more than one "Primary" NPI, please provide 1568463289

For questions regarding NPI contact Azzie Conley at (919) 855-4646.

Scans Performed on Mobile CT Scanners *(Multiply # scans by Conversion Factor to get HECT Units)*

	Type of CT Scan	# of Scans		Conversion Factor		HECT Units
1	Head without contrast		X	1.00	=	
2	Head with contrast		X	1.25	=	
3	Head without and with contrast		X	1.75	=	
4	Body without contrast		X	1.50	=	
5	Body with contrast		X	1.75	=	
6	Body without contrast and with contrast		X	2.75	=	
7	Biopsy in addition to body scan with or without contrast		X	2.75	=	
8	Abscess drainage in addition to body scan with or without contrast		X	4.00	=	

10d. Other Imaging Equipment

	Number of Units	Number of Procedures		
		Inpatient	Outpatient	Total
Dedicated Fixed PET Scanner	1	10	573	583
Mobile PET Scanner				
PET pursuant to Policy AC-3				
Other Human Research PET Scanner				
Ultrasound equipment	7	2312	8642	10954
Mammography equipment	1	8	3650	3658
Bone Density Equipment				
Fixed X-ray Equipment (excluding fluoroscopic)	5	19000	30497	49497
Fixed Fluoroscopic X-ray Equipment	5	1058	1293	2351
Special Procedures/ Angiography Equipment (neuro & vascular, but not including cardiac cath.)	1	755	322	1077
Coincidence Camera				
Mobile Coincidence Camera Vendor:				
SPECT				
Mobile SPECT Vendor:				
Gamma Camera	5	617	2197	2814
Mobile Gamma Camera Vendor:				

* PET **procedure** means a single discrete study of one patient involving one or more PET scans. PET **scan** means an image-scanning sequence derived from a single administration of a PET radiopharmaceutical, equated with a single injection of the tracer. One or more PET scans comprise a PET procedure. **The number of PET procedures in this table should match the number of patients reported on the PET Patient Origin Table on page 27.**

10e. Lithotripsy

	Number of Units	Number of Procedures		
		Inpatient	Outpatient	Total
Fixed				
Mobile				

Lithotripsy Vendor/Owner: _____

All responses should pertain to **October 1, 2012 through September 30, 2013.**

This application must be completed and submitted with ONE COPY to the Acute and Home Care Licensure and Certification Section, Division of Health Service Regulation prior to the issuance of a 2014 hospital license.

AUTHENTICATING SIGNATURE: The undersigned submits application for the year 2014 in accordance with Article 5, Chapter 131E of the General Statutes of North Carolina, and subject to the rules and codes adopted thereunder by the North Carolina Medical Care Commission (10A NCAC 13B), and certifies the accuracy of this information.

Signature: _____ **Date:** 12/20/13

PRINT NAME OF APPROVING OFFICIAL Jeffrey S. Miller

Please be advised, the license fee must accompany the completed application and be submitted to the Acute and Home Care Licensure and Certification Section, Division of Health Service Regulation, prior to the issuance of a hospital license.

PROPOSED TOTAL CAPITAL COST OF PROJECT

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			
(6) Other (Specify)	$0		
(7) **Sub-Total Site Costs**		$0	
B. **Construction Contract**			
(8) Cost of Materials	$0		
(9) Cost of Labor	$0		
(10) Other: Const items and contingency	$282,014		
(11) Sub-Total Construction Contract		$282,014	
C. **Miscellaneous Project Costs**			
(12) Building Purchase	$0		
(13) Fixed Equipment Purchase	$1,300,000		
(14) Movable Equipment Purchase	* $274,270		
(15) Furniture	$0		
(16) Landscaping	$0		
(17) Consultant Fees	$35,890		
(18) Financing Costs (e.g. Bond, Loan, etc.)	$0		
(19) Interest During Construction	$0		
(20) Other: Project Contingency	$31,790		
	$0		
(21) Sub-Total Miscellaneous		$1,641,950	
(22) Total Capital Cost of Project (Sum A-C above)			$1,923,964

I assure that, to the best of my knowledge, the above capital costs for the proposed project are complete and correct and that it is our intent to carry out the proposed project as described.

Dee Ann Zeeman

Director of Regulatory Planning, UNC HCS
(Title & Signature of Office Authorized to Represent Provider/Company)

*Inlcudes Ultrasound and other minor equipment costing less than $10,000 per unit

HIGH POINT REGIONAL

Date: 6/10/2014

Project: **IR Room**

CMO ID #

Project SF: 831 SF (Enter Value)

Acctg ID #

FY 2014: Capital Project ID:

In-Service Date:

Cost Code	Budget Items				Cost
60000	Architectural Design -	(ID Design)			$ 35,890
60000	Engineering Design -				
77500	Reimbursable Design Costs for Printing, Travel, etc.-				
60000	Update Building Templates				
64000	Construction -				$ 273,306
64000	Construction -				
64000	Construction -	Escalation			
64000	DHSR Fees:				$ 1,708
63500	IT Wiring -				$ 2,500
63500	Telephone Wiring -				$ 500
63500	BioMed -				None Included
74500	Legal/Prof/Other - Building Permit Fees				None Included
74500	Legal/Prof/Other -				None Included
79500	Signage -				None Included
81000	Test and Balance HVAC -				$ 3,000
81000	Testing:				$ 1,000
81000	Retrocommissioning of existing HVAC system:				
	Subtotal				**$ 317,904**
64500	Contingency	10% (Enter Value)			**$ 31,790**
	Total Construction Cost		$ 420.81	per SF	**$ 349,694**
	Fixed Equipment Cost				
67000	FFE-Nurse Call System				None Included
67000	FFE-Telemetry Equipment				None Included
67000	FFE-Artwork -				None Included
67000	FFE-Equipment -				$ 1,574,270
67000	FFE- Cubical Track/Curtains:				None Included
67000	FFE- Window Treatments:				None Included
	Total Fixed Equipment Cost		$ 1,894.43	per SF	**$ 1,574,270**
	Movable Equipment Cost				
68500	MFE: Furniture -				None Included
68500	MFE: Furniture -				None Included
68500	MFE: Furniture -				None Included
68500	MFE: Shelving -				None Included
68500	MFE: Office Cubicals -				None Included
	Total Movable Equipment Cost		$ -	per SF	$ -
	Total Project Budget Cost		$2,315.24	per SF	**$ 1,923,964**

Comments/Clarifications:

1

2

100 Queens Road
Suite 200
Charlotte, NC
28204
701/372-2740
fax: 701/372-6273

June 9, 2014
H1417/17

McCULLOCH ENGLAND ASSOCIATES ARCHITECTS

Ms. Molly Jordan
Director, Strategic Planning
High Point Regional Health System
601 North Elm Street
High Point, NC 27261

Re: IR Room Equipment Replacement
High Point Regional Hospital
High Point, NC

Dear Molly,

This letter shall certify to the best of our knowledge, that the construction costs shown below are the costs which might be expected for this scope of work.

Preliminary Construction Cost Estimate

IR Room Equipment Replacement
Main Hospital Second Floor

Estimated Construction Cost:	$	248,460.00
Construction Contingency (10%):	$	24,846.00
Total:	$	273,306.00
Estimated Architectural/Engineering Fee:	$	35,890.00

Preliminary Estimated Construction Schedule

IR Room Equipment Replacement
Main Hospital Second Floor

- (1) Phase = (2.5) Months

June 9, 2014
H1417/17

The Preliminary Construction Cost Estimate and Schedule duration have been provided by Landmark Builders of Winston-Salem, NC.

This estimate is for construction costs and Architectural/Engineering fees only. The above estimate does not include equipment, furniture, financing costs, security system costs, IT system costs, or other costs generally attributable to a project of this nature.

If you should require any additional information, please do not hesitate to give me a call.

Sincerely,

McCULLOCH ENGLAND ASSOCIATES ARCHITECTS

Richard A. Henly, AIA LEED AP
Vice President

CC: Jim Morton
David Murray
Arnold Clark
Daryl Herbert