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

June 17, 2015

Charles W. Elliott, President and CEO
Johnston Health
P.O. Box 1376
Smithfield NC 27577

Exempt from Review – Replacement Equipment

Record #:	**1604**
Facility Name:	Johnston Health Smithfield
FID #:	943290
Business Name:	Johnston Memorial Hospital
Business #:	1052
Project Description:	Replace angiography equipment
County:	Johnston

Dear Mr. Elliott:

The Healthcare Planning and Certificate of Need Section, Division of Health Service Regulation (Agency), determined that based on your letter of May 29, 2015, the above referenced proposal is exempt from certificate of need review in accordance with G.S 131E-184(a)(7). Therefore, you may proceed to acquire, without a certificate of need, the Siemens Artis Zee angiography system. This determination is based on your representations that the existing unit will be removed from North Carolina and will not be used again in the State without first obtaining a certificate of need.

Moreover, you need to contact the Agency's Construction and Acute and Home Care Licensure and Certification Sections to determine if they have any requirements for development of the proposed project. It should be noted that the Agency's position is based solely on the facts represented by you and that any change in facts as represented would require further consideration by this office and a separate determination. If you have any questions concerning this matter, please feel free to contact this office.

Sincerely,

Michael J. McKillip
Project Analyst

Martha J. Frisone
Assistant Chief, Certificate of Need

cc: Construction Section, DHSR
Assistant Chief, Healthcare Planning
Acute and Home Care Licensure and Certification Section, DHSR

Healthcare Planning and Certificate of Need Section
www.ncdhhs.gov
Telephone: 919-855-3873 • Fax: 919-715-4413
Location: Edgerton Building • 809 Ruggles Drive • Raleigh, NC 27603
Mailing Address: 2704 Mail Service Center •Raleigh, NC 27699-2704
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JOHNSTON
UNC HEALTH CARE

May 28, 2015

Ms. Martha Frisone, Assistant Section Chief
Healthcare Planning and Certificate of Need Section
North Carolina Division of Health Service Regulation
2704 Mail Service Center
Raleigh, NC 27699-2704

Re: Equipment Replacement Project at Johnston Health

Dear Ms. Frisone:

Pursuant to N.C.G.S. 131E-184 (a)(7) -Exemptions from Review-of the Certificate of Need Statute, I am writing to inform you of Johnston Health's plans to replace its angiography equipment currently operating at Johnston Health.

Pursuant to N.C.G.S. 131E-184 (a)(7), *"the Department shall exempt from certificate of need review a new institutional health service if it receives prior written notice from the entity proposing the new institutional health service, which notice includes an explanation of why the new institutional health service is required, for any of the following: . . . (7) To provide replacement equipment."*

N.C.G.S. 131E-176 (22a) states *"'[r]eplacement equipment' means equipment that costs less than two million dollars ($2,000,000) and is purchased with the sole purpose of replacing comparable medical equipment currently in use which will be sold or otherwise disposed of when replaced."*

The total capital cost of the project will be $839,732, less than $2,000,000. Please see Attachment 1 for a proposed capital cost table demonstrating these costs.

Please see Attachment 2 for equipment quote for the proposed equipment. The equipment being replaced will be taken out of service and removed from North Carolina. This letter is confirmation that Johnston Health understands that the existing equipment will be removed from North Carolina and that it will not be used by Johnston Health after its replacement.

The replacement equipment will be purchased for the sole purpose of replacing comparable equipment currently in use. *"Comparable medical equipment"* is defined under 10A NCAC 14C .0303(c) as *"equipment which is functionally similar and which*

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is used for the same diagnostic and treatment purposes." Further, replacement equipment is considered comparable to the existing equipment under the following circumstances as outlined under 10A NCAC 14C .0303(d):

1. *it has the same technology as the equipment currently in use, although it may possess expanded capabilities due to technological improvements; and*
2. *it is functionally similar and is used for the same diagnostic or treatment purposes as the equipment currently in use and is not used to provide a new health service; and*
3. *the acquisition of the equipment does not result in more than a 10% increase in patient charges or per procedure operating expenses within the first twelve months after the replacement equipment is acquired.*

As discussed below, Johnston Health's proposed new replacement unit is considered comparable pursuant to 10 NCAC 14C .0303 for the following reasons:

1. The proposed replacement equipment will be used specifically for the provision of performing angiography procedures, as is the existing equipment. The replacement equipment will perform all procedures currently performed on the existing equipment. Although the replacement equipment possesses some expanded capabilities due to technological improvements, the replacement equipment will perform the same general range of services. Essentially the replacement equipment will have the same functionality as the equipment currently in use.
2. The function of, and diagnostic/therapeutic services provided by the replacement equipment will essentially be identical to the existing equipment. Johnston Health intends to use the replacement equipment for the same procedures which are currently available on the existing equipment. No new health service will be provided as a result of the replacement. Please refer to Attachment 3 for an equipment comparison table demonstrating that the proposed replacement equipment is comparable to the equipment currently in use.
3. The acquisition and operation of the replacement equipment will not result in an increase of more than 10 percent in patient charges or the operational cost per patient of providing the service within the first twelve months after the replacement equipment is acquired.

It is important to note that 10 NCAC 14C .0303 also defines equipment that is *"not comparable"* under subsection (e). Replacement equipment is not considered comparable if:

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1. *the replacement equipment is new or reconditioned, the existing equipment was purchased second-hand, and the replacement equipment is purchased less than three years after the acquisition of the existing equipment; or*
2. *the replacement equipment is new, the existing equipment was reconditioned when purchased, and the replacement equipment is purchased less than three years after the acquisition of the existing equipment; or*
3. *the replacement equipment is capable of performing procedures that could result in the provision of a new health service or type of procedure that has not been provided with the existing equipment; or*
4. *the replacement equipment is purchased and the existing equipment is leased, unless the lease is a capital lease; or*
5. *the replacement equipment is a dedicated PET scanner and the existing equipment is:*
    A. *a gamma camera with coincidence capability; or*
    B. *nuclear medicine equipment that was designed, built, or modified to detect only the single photon emitted from nuclear events other than positron annihilation.*

Johnston Health owns the existing angiography equipment, which was new at the time of acquisition in 2002. The replacement equipment will be acquired more than three years after the installation of the existing unit and will be owned by Johnston Health. As noted above, although the replacement equipment possesses some expanded capabilities due to technological improvements, the replacement equipment will perform the same general range of services as the existing unit. Therefore, the replacement equipment does not meet the definition of "*not comparable.*"

Thank you for your consideration of this request. If you have any additional questions, please feel free to contact me.

Sincerely,

Charles W. Elliott, Jr.
President and CEO

Attachment

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PROJECT CAPITAL COST

A. Site Costs		
(1) Full purchase price of land # Acres _____ Price per acre _____		
(2) Closing costs		
(3) Site inspection and survey		
(4) Legal Fees and Subsoil Investigation		
(5) Site preparation costs [Include]		
Soil Borings		
Clearing and grading		
Roads and Parking		
Sidewalks		
Water and sewer		
Excavation and Backfill		
Termite Treatment		
Subtotal site preparation costs		
(6) Other		
(7) Subtotal Site Costs		$0.00
B. Construction Contract(s)		
(8) Cost of Materials [Include]		
General Requirements	$10,000	
Concrete/Masonry		
Woods/Doors & Windows/Finishes		
Thermal & Moisture Protection		
Equipment/Specialty Items	$40,000	
Mechanical/Electrical		
Subtotal Cost of Materials		
(9) Cost of Labor		
(10) Other (Specify) Fees, Permits, Contingence		
(11) Subtotal construction contract(s)		$50,000
C. Miscellaneous Project Costs		
(12) Building purchase		
(13) Fixed Equipment Purchase/Lease	$789,732	
(14) Movable Equipment Purchase/Lease		
(15) Furniture		
(16) Landscaping		
(17) Consultant fees		
Architect & engineering fees		
Legal fees		
Market analysis		
Other (specify)		
Subtotal consultant fees	$	
(18) Financing costs (bond, loan, etc.)		
(19) Interest during construction		
(20) Other (specify)		
(21) Subtotal Miscellaneous Project Costs		$789,732
D. Total Capital Cost of the Project [sum of A - C]		$839,732

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Equipment Comparison Table

	Existing Equipment	*Replacement Equipment*
Type of Equipment	Angiography System	Angiography System
Manufacturer of Equipment	Siemens	Siemens
Model Number	Angio Star	Artis Zee eco-VC21
Serial Number	901550	TBA
Method of Identifying Equipment	Serial number	Fixed
Specify if Mobile or Fixed	Fixed	Fixed
Date of Acquisition	March 2002	August 2015
Does JHSC Hold Title to Equipment or Have Capital Lease?	Owns equipment	Will purchase equipment
Specify if Equipment Was/Is New or Used When Acquired	New	Refurbished
Total Capital Cost of Project		$839,732
Total Cost of Equipment		$789,732
Fair Market Value of Equipment	$0.00	$789,732
Net Purchase Price of Equipment		$789,732
Locations Where Operated	Johnston Health Smithfield	Johnston Health Smithfield
# of Days in Use in N.C. Per Year	365	365
Percent of Change in Patient Charges		0%
Percent of Change in Per Procedure Operating Expenses		0%
Type of Procedures Performed on Equipment	PICC line placement, Portacath and central venous access placement, Arteriograms, Thoracentesis, Paracentesis,	PICC line placement, Portacath and central venous access placement, Arteriograms, Thoracentesis, Paracentesis,

Equipment Comparison Table

	Vertebroplasty/Kyphoplasty, Nephrostomy, Arthrograms, Biopsies	Vertebroplasty/Kyphoplasty, Nephrostomy, Arthrograms, Biopsies

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: 0000007187

Date: 11/21/2014

JOHNSTON MEMORIAL HOSPITAL
509 N BRIGHTLEAF BLVD
SMITHFIELD, NC 27577

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 1/05/2015

SIEMENS / QUORUM GROUP BUY 2015 PROMOTIONAL OFFERING
Confidentiality Agreement: This Quotation is strictly confidential and you agree that this information will be held in the strictest of confidence and not shared with any third parties, buying evaluation groups or anyone not directly employed by your facility.

Siemens & Quorum Group Buy Promotion:
- Group Buy ends March 31, 2015.
- Binding purchase orders and signed Service Agreements must be received by Siemens on or before March 31, 2015.
- Contingent purchase orders (except State CON) are not acceptable.
- 45 day quote validity period is not applicable for this proposal.

This offer is only valid if a signed service contract accompanies the equipment order.

Siemens' ecoline systems are systems which were previously owned. These units have been refurbished by the Siemens Refurbished Systems (RS) business unit so that they meet Siemens' stringent quality standards. It is the goal of the Siemens RS business unit to assure excellent functionality and reliability, similar to that of new systems. This allows Siemens to provide a 12-month warranty for refurbished equipment.

Please note: Siemens' ecoline systems are offered subject to availability on a "first-come, first-served" basis.

Applications training included

This proposal includes the trade-in of equipment referenced in Trade Sheet Project # 2014-2481.

Estimated Delivery Date: 03/2015

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

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

SIEMENS REPRESENTATIVE
Stephen Argo - (336) 210-6178

Accepted and Agreed to by:

Siemens Medical Solutions USA, Inc.		**JOHNSTON MEMORIAL HOSPITAL**	
By (sign):		By (sign):	
Name:	Stephen Argo	Name:	Kyle McDermott
Title:	Account Executive	Title:	VP Support Services
Date:		Date:	12-31-14

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

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51 Valley Stream Parkway, Malvern, PA 19355
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Stephen Argo - (336) 210-6178

Quote Nr:	**1-5U4OR2 Rev. 0**
Terms of Payment:	~~10%~~ Down, 80% Delivery, 20% Installation Free On Board: Destination
Purchasing Agreement:	QUORUM PURCHASING ADVANTAGE LLC QUORUM PURCHASING ADVANTAGE LLC terms and conditions apply to Quote Nr 1-5U4OR2

Artis zee ceiling eco - VC21

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

Qty	Part No.	Item Description
1	14419593	**RS Universal interventional radiology** X-ray angiography system with primary clinical use in interventional radiology, including application-specific accessories.
1	14430049	**RS Artis zee ceiling eco** Universal ceiling-mounted C-arm angiography system with a high-resolution flat detector. The powerful 100 kW generator and MEGALIX Cat Plus X-ray tube with its new flat emitter technology are the prerequisites for excellent image quality. The CLEAR functionality to optimize the image impression, the CARE package to reduce radiation exposure, and DICOM standards are all included. The system has been prepared for Siemens Remote Service.
1	14434765	**RS ecoline AX System delivery** Siemens ecoline systems have already been in use and are equipped with current software and hardware versions via Siemens Refurbished Systems based on stringent quality standards. In terms of their appearance, functionality, safety and reliability, they are comparable to a new system. Therefore the warranty for ecoline systems is 12 month provided like new systems. For x-ray tubes special warranty conditions apply for high-vacuum elements like new systems. Important note: This offer is non-binding, subject to prior sale to other interested parties.
1	14419574	**RS Sys SW incl DSA/DR (1)** Imaging system software including digital subtraction angiography and digital acquisition technology in 1k/12-bit matrix.
1	14417837	**RS Radiology** Radiographic system for medical applications with emphasis on interventional radiology.
1	14419586	**RS XWP w/Inspace 3DFlashRT zee/zeego** 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 (incl. syngo iDentify), InSpace 3D accessories as well as syngo iPilot to overlay calculated 3D reconstructions with live 2D fluoroscopy images.
1	14406038	**RS Color Flatscreen Display 19in** LCD color flatscreen display with high luminance and extended field of view.
1	14405987	**RS Inroom Control SW-License** Software extension to InSpace 3D Pro or Flash and InSpace EP for remote control of the LEONARDO/syngo Workplace from the examination room via touch panel and joystick.
1	14405989	**RS syngo Angio Package** Software package consisting of DSA Angio Viewer as well as High-Speed Review for real-time display of native and subtracted angiography images.

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Qty	Part No.	Item Description
1	14405998	**RS syngo Angio-Leg Composing SW-Lic.** Module for creating native full-format images of the peripheral vascular tree.
1	14406174	**RS English Key Board** Keyboard with special syngo keys.
1	14405754	**RS Customer documentation English**
1	14417763	**RS 3D Acqu. incl. DYNAVISION DSA/DR** Native or subtracted (with DSA option only) rotational angiography with angle triggering, generating the image data required for 3D reconstruction.
1	14434474	**RS Detector 30 x 40 incl.Compnts. (T)** High-resolution, dynamic flat detector for fully digital imaging chain, with integrated, removable grid. CAREwatch measuring chamber for detection of the dose-area product. MEGALIX 3-focus high-performance X-ray tube assembly, rotatable angio collimator including CAREfilter, and integrated collision protection.
1	14406082	**RS PERISTEPPING / PERIVISION** Peripheral digital angiography with stepping and online subtraction display.
1	14431156	**RS Table with Tilt** Floor-mounted swivelling patient table with telescopic foot, floating and tiltable tabletop; motor-driven stepping for digital peripheral angiography. Table control module, power-assisted.
1	14401420	**RS Tabletop/mattress wide** Carbon fiber tabletop including special foam mattress in wide, straight design. Mattress including cover.
1	14401727	**RS Foot Switch Monopl. (Cable)** For release of fluoroscopy, exposure and table brake as well as a configurable additional function. Cable connection.
1	14434469	**RS Large Display with DCS** Large area 56" color flat screen display (including cables) for the examination room, installed on a ceiling-mounted, longitudinally mobile, swiveling, rotating, and height-adjustable display suspension system (DCS). A video controller (MDM) that can process up to 21 video input signals. Direct selection of display configurations (max. 12) via the tableside control module.
1	14434533	**RS LD MDM-Controller Low 9 Inputs** The Large Display Multi Display Manager Controller Low is one of three different video controller sizes and can be equipped with up to 9 video input channels. Up to 9 video input channels also can be shown simultaneously on the large display (LD).
1	14434556	**RS XWP/MMWP video cabling** This connection kit is needed to display the video signal from a unit, for example the syngo X Workplace, on a single display or on a large display in the display suspension system (DCS) in the examination room. Note the following conditions If image content from third-party provider video signals are to be displayed on the Artis displays: - The display of external video signals depends on the operational state of the Artis system. If the Artis system has a malfunction or is shut down, the display of external video signals is not available. For this reason, do not feed the video signal into the Artis system if lacking the external video signal could result in a hazardous situation. - A third-party provider's unit may be connected only if it corresponds to the specifications of the video interface (e.g., at the MDM). - The connection may only be established by a Siemens service technician. Note: The connection must be made with fiber-optic cables to ensure that the unit's galvanic isolation is maintained. The fiber-optic cables must be ordered separately. - A third-party provider's unit must be connected by a technician from the third-party provider or by a hospital technician responsible for the equipment. - It is strongly recommended that image quality be tested by the third-party provider prior to start-up. This test ensures that the required image quality is achieved. - The person placing on the market is responsible for ensuring that applicable standards are maintained in the current version, e.g. 4 kV insulation Siemens will not be held liable for the inclusion of third-party provider units with respect to image quality and their suitability for clinical diagnosis.

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Qty	Part No.	Item Description
3	14434551	**RS Analog/digital video converter** This connection kit is needed to convert the analog video signal of a unit, such as an ultrasound system, to a DVI-D video signal. Note the following conditions if image content from third-party provider video signals are to be displayed on the Artis displays: - The display of external video signals depends on the operational state of the Artis system. If the Artis system has a malfunction or is shut down, the display of external video signals is not available. For this reason, do not feed the video signal into the Artis system if lacking the external video signal could result in a hazardous situation. - A third-party provider's unit may be connected only if it corresponds to the specifications of the video interface (e.g., at the MDM). - The connection may only be established by a Siemens service technician. Note: The connection must be made with fiber-optic cables to ensure that the unit's galvanic isolation is maintained. The fiber-optic cables must be ordered separately. - A third-party provider's unit must be connected by a technician from the third-party provider or by a hospital technician responsible for the equipment. - It is strongly recommended that a test of image quality be performed by the third-party provider prior to start-up. This test ensures that the required image quality is achieved. - The person placing on the market is responsible for ensuring that applicable standards are maintained in the current version, e.g. 4 kV insulation Siemens will not be held liable for the inclusion of third-party provider units with respect to image quality and their suitability for clinical diagnosis.
3	14434544	**RS Digital video cabling** This connection kit is needed to display the video signal from a unit, for example a computer, on a single display or on a large display in the display suspension system (DCS) in the examination room. The connection kit connects a DVI-D video output of a unit to a DVI-D video input of the Siemens video signal distributor. Using fiber-optic cables ensures the galvanic isolation of the video source. Note the following conditions if image content from third-party provider video signals are to be displayed on the Artis displays: - The display of external video signals depends on the operational state of the Artis system. If the Artis system has a malfunction or is shut down, the display of external video signals is not available. For this reason, do not feed the video signal into the Artis system if lacking the external video signal could result in a hazardous situation. - A third-party provider's unit may be connected only if it corresponds to the specifications of the video interface (e.g., at the MDM). - The connection may only be established by a Siemens service technician. Note: The connection must be made with fiber-optic cables to ensure that the unit's galvanic isolation is maintained. - A third-party provider's unit must be connected by a technician from the third-party provider or by a hospital technician responsible for the equipment. - It is strongly recommended that a test of image quality be performed by the third-party provider prior to start-up. This test ensures that the required image quality is achieved. - The person placing on the market is responsible for ensuring that applicable standards are maintained in the current version, e.g. 4 kV insulation Siemens will not be held liable for the inclusion of third-party provider units with respect to image quality.
1	14434467	**RS MMV - XWP/MMWP joystick/mouse** Additional, dedicated joystick in the examination room for precise and fast control of a syngo Workplace parallel to mouse operation in the control room.
1	14419591	**RS ACE Cable Set in Equipm.Room** Image system interface to the displays in the control room if the image system is installed in the equipment room.
1	14417862	**RS C-Room DVI 1xBWD-19 (Live) -36m** One monochrome 19" flat-screen display with blue background color.
1	10162714	**RS Vessel analysis** Vessel analysis with determination of degree of stenosis, distance measurement and calibration.
1	14418240	**RS Fluoro Loop (1)** Storage and review of dynamic fluoroscopic sequences (Fluoro Loop). The maximum storable fluoroscopy time depends on the selected pulse rate, e.g. 17 s at 30 p/s, 34 s at 15 p/s.
1	14401426	**RS DICOM RIS-Modality Worklist** Import of patient/examination data from an external RIS/HIS patient management system with DICOM MWL (Modality Worklist).
1	14419631	**RS LB rad. protection w/ pivot arm** 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	14402392	**RS Upper Body Rad. Prot. Artis-T** To protect the upper body against scattered radiation in the operator's environment, e.g. during interventional procedures.
1	14417740	**RS Interface for C-Room Operation** Interface for connecting the optional system control from the control room.

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Qty	Part No.	Item Description
1	14434509	**RS Control room emerg. stop module** Safety button for switching off all system functions from the control room.
1	10162706	**RS Hand switch** Additional handswitch for radiation release and additional control functions.
1	14401745	**RS Ctrl rm injector interface** Interface for controlling the contrast medium injector from the control room.
1	14431160	**RS syngo Keyboard; English - US** Keyboard with special syngo keys.
1	14431579	**RS Intercom - Comfort** Communication / intercom system for communication between examination room and control room.
1	14434506	**RS Protective shield for Large Display** Non-reflecting protective shield that protects the LCD panel of the Large Display from mechanical damage. The protective shield can be attached to and removed from the housing. It is recommended to remove the shield (which is easy to do) when evaluating diagnostic images.
1	14419632	**RS LB rad. prot. w/ left pivot arm** 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	10162755	**RS 3 Reflector OR Lamp 115 V** Ceiling-mounted OR lamp, 3 spots, with variable focusing of spot size for optimum illumination especially in deep lesions.
1	14405754	**RS Customer documentation English**
1	14405889	**RS Pre-install. Artis-T (monoplane)**
1	AXA_INITIAL_24	**Initial onsite training 24 hrs** Up to (24) hours of on-site clinical education training, scheduled consecutively (Monday - Friday) during standard business hours for a maximum of (4) imaging professionals. Training will cover agenda items on the ASRT approved checklist. 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_24	**Follow-up training 24 hrs** Up to (24) 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_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.

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Qty	Part No.	Item Description
1	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_ARTISESS	**Artis Essentials Class** Tuition for (1) imaging professional to attend Siemens class at Siemens Training Center. The objective of this class is to provide the participant with an in depth look at the skills needed to perform essential functions for the Artis system. Through the use of demonstrations, lectures, and hands-on labs experience using an Artis system, participants will learn Artis systems principles and workflows of patient examinations. Additionally, participants will have the opportunity to meet other users and share experiences and solutions to various challenges of the IR, cath lab, and the Hybrid OR environment. 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 by the later of (12) months from purchase or 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_DYNAIRNEURO	**Advcd Apps for DynaCT &3D: IR/ Neuro** Tuition for (1) imaging professional to attend Siemens class at Siemens Training Center. The objective of this class is to provide the participant with an in depth look at the skills to manage applications for the syngo(r) InSpace and syngo(r) DynaCT software. Through the use of demonstrations, lectures, and hands-on labs using syngo(r) Workplace systems, participants will learn the advanced post-processing techniques and advanced applications for 3D syngo(r) InSpace and syngo(r) DynaCT data sets. 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 by the later of (12) months from purchase or install end date. If training is not completed within the applicable time period, Siemens obligation to provide the training will expire without refund.
1	MART700TABL	**Mark 7 Arterion, Table Mount Injector** The Arterion Mark 7 Table contrast medium injector allows for the remote installation of the system power supply and installation of the injector head onto a table bracket. The injector system includes: Power supply and injector head with corresponding cabling An adjustable height table bracket for the injector head A desk mounted user control console with large touch screen 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.
2	NT60010635	**Blue anti-fatigue floor mat for hospital**
1	O4RIDGESPLUS	**PERI BOLUS KIT**
1	AXA_RIG_ZEESP_STD	**Standard Rigging zee SP**
1	AXA_TRADE_IN_ALLOW	**PROJECT#2014-2481 expires March 21, 2015 DEINSTALL DATE OF JUNE 2015 - $400.00**
1	14405891	**RS Pre-install. Artis Table standard**
1	AXA_ADDL_RIGGING	**Additional Rigging AXA / NC Ground leakage testing $3,000**

System Total: $789,732

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

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

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

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

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

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

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

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

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

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

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

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

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

(d) The Software may permit Licensor, its supplier(s), or their respective affiliates to provide or make available to Licensee Software updates, supplements, add-on components, or Internet-based services components of the Software after the date Licensee obtains its initial copy of the Software ("Supplemental Components").

- If Licensor provides or makes available to Licensee Supplemental components and no other end-user software licensing agreement terms are provided along with the Supplemental Components, then the terms of this Software License Schedule shall apply.

- If a supplier of Licensor or affiliates of such a supplier make available Supplemental Components, and no other end-user software licensing agreement terms are provided, then the terms of this Schedule shall apply, except that the supplier or affiliate entity providing the Supplemental Component(s) shall be the licensor of the Supplemental Component(s).

Licensor, its supplier(s), and their respective affiliates reserve the right to discontinue any Internet-based services provided to Licensee or made available to Licensee through the use of the Software.

(e) The Software and Documentation supplied by Licensor's suppliers are provided by such suppliers "AS IS" and with all faults. SUCH SUPPLIERS DO NOT BEAR ANY OF THE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, OR EFFORT (INCLUDING LACK OF NEGLIGENCE) WITH RESPECT TO SUCH SOFTWARE AND DOCUMENTATION. ALSO, THERE IS NO WARRANTY BY SUCH SUPPLIERS AGAINST INTERFERENCE WITH LICENSEE'S ENJOYMENT OF THE SOFTWARE OR AGAINST INFRINGEMENT. IF LICENSEE HAS RECEIVED ANY WARRANTIES REGARDING THE DESIGNATED UNIT OR THE SOFTWARE, THOSE WARRANTIES DO NOT ORIGINATE FROM, AND ARE NOT BINDING ON, LICENSOR'S SUPPLIERS.

(f) Licensee acknowledges that portions of the Software are of U.S. origin. Licensee agrees to comply with all applicable international and national laws that apply to the Software, including the U.S. Export Administration Regulations, as well as applicable end-user, end-use and destination restrictions issued by U.S. and other governments. For additional information on exporting software supplied by Microsoft, see http://www.microsoft.com/exporting/.

Revised 03/15/05

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TRADE-IN EQUIPMENT REQUIREMENTS

THE FOLLOWING APPLIES ONLY TO THE EXTENT THAT THE QUOTATION INCLUDES AN EQUIPMENT TRADE-IN. 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, Optilop 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.

[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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Detailed Technical Specifications

Artis zee ceiling eco - VC21

Part No. / Product	Description
14419593 **RS Universal Interventional radiology**	The accessories include the following components: - Arm cradles (pair) - Instrument tray
14430049 **RS Artis zee ceiling eco**	**System Configuration** The monoplane C-arm system for digital acquisition techniques is designed to meet the requirements of state-of-the-art angiography and interventional procedures. C-arm ceiling-mounted stand: System cable outlet at the ceiling carriage, on the patient's left side. - Up to 5 programmed work positions and additional 50 user-defined work positions. - One single joystick for patient angle oriented operation of C-arm and flat detector movements. - Integrated, computer-aided collision monitoring ICP (Intelligent Collision Protection). - C-arm positioning 0° to the head end and variable up to 135° to the left and right side along the patient longitudinal axis. - Double oblique projections of ±100° in orbital movements and up to 330° (+180°/-150°) in rotational movements (depending on gantry positioning and patient size). - Variable C-arm speeds up to 25°/s. - Variable source-to-detector distance between 90 cm and 120 cm. - Isocenter-floor distance 108 cm. Integrated Multispace T: With motorized gantry rotation (± 135°) for free positioning of system and table, for optimum patient access. - Orthogonal system control, along patient longitudinal axis. - InFocus function to maintain projection during C-arm gantry rotation. InFocus saves time and dose because the ceiling-mounted support can be positioned in a flexible way without any impact on the image display. - Iso-tilt function to maintain projection during table tilt in the longitudinal direction (depending on table type). **Operation** An ideal workflow requires full user operation capabilities for the system including imaging system and generator under sterile conditions in the examination room. That way the user is able to operate the system by himself without the need to leave the examination room. The intuitive *syngo* operating elements allow for managing the whole process from preparation of the patient to image post processing in a safe, reliable, and time efficient way. In the examination room: Complete system operation through modular control elements directly at the patient table for controlling C-arm movements, patient table and multileaf collimator. Touchscreen with multi-functional joystick for operation of the imaging system, including post-processing and quantification as well as selection of the organ programs. It is based on syngo operation. The touchscreen is specifically configurable to individual clinical requirements. Data regarding system and table geometry, dose data with CAREwatch, as well as system messages, are shown in the live display In the control room: Standard Siemens *syngo* control via keyboard and mouse for all imaging system functions such as image post-processing, archiving and configuring of organ programs. **Display of system data** Data regarding system and table geometry, dose data with CAREwatch, as well as system messages, are shown integrated on the display in the examination room. **Imaging system**

Part No. / Product	Description
(Continued) **14430049** **RS Artis zee ceiling eco**	High-resolution digital imaging system with CLEAR technology, DICOM network connection and *syngo* user interface. In order to provide highest level system availability, the imaging system consists of two independent computer systems that manage central tasks such as real-time image processing during fluoroscopy or acquisition as well as post-processing and networking functionality separately from one another. This ensures the system performance will always meet the highest possible demands. **Image storage capacity** 25,000 images in 1k²/12-bit image matrix (extendable). **Operating modes** - Digital pulsed fluoroscopy with pulse frequencies of 10 f/s, 15 f/s, and 30 f/s in 1k/12 bit matrix. - Overlay fade: On-line overlay of active fluoroscopy and reference image. **CARE package** Siemens follows the ALARA principle: "As Low as Reasonably Achievable"; the CARE package (Combined Applications to Reduce Exposure) was developed based on this research and development principle to protect the examiner and the patient. Dose saving - CAREvision: Pulsed fluoroscopy with additional, reduced pulse rates of 7.5 p/s to 0.5 p/s. Adaptation of pulse rate to the current application requirements for significant reduction of radiation exposure, especially during interventional procedures. - CAREprofile: Radiation-free positioning of the primary and semi-transparent diaphragms by means of graphic display in the LIH (Last Image Hold). Collimator shutters and semi-transparent filters can be adjusted as a graphical overlay on the last-image-hold without any need for fluoroscopy. - CAREposition: Object repositioning without radiation through graphic display of the X-ray central beam and the image edges in the LIH (Last Image Hold). CAREposition enables the repositioning of an object under visual control without radiation. In case of table movements the current position of the central beam and the image edges are superimposed on the LIH image as orientation points. - CAREfilter is intelligent control software that helps minimize X-ray dose without negative impact on image quality. During fluoroscopy and acquisition special copper prefilters are inserted into the X-ray beam depending on current X-ray transparency calculated by CAREMATIC. The five-step adaptive Cu prefiltration is used to reduce the equivalent dose of the skin and improve radiation quality through dose saving of low-energy X-ray radiation: Filter steps: 0.1; 0.2; 0.3; 0.6; 0.9 mm Cu. Selection is automatic depending on absorption. This is necessary to ensure that the optimal prefilter value is always active. This automation makes work easier for the user because the given optimal filter setting need not be adjusted manually. - CAREwatch: Display of the measured dose-area product and the calculated patient entry dose (CAREwatch) at the flat-screen display. Electronics unit with DIAMENTOR measurement chamber integrated in the collimator housing, for acquisition of the dose-area product and the calculated patient entry dose (CAREwatch). Configurable screens on the data display and imaging system monitor: During fluoroscopy: patient entry dose rate. During fluoroscopy interval: accumulated patient entry dose or dose-area product or percentage of the dose limit (total dose from fluoroscopy and acquisition). The critical equivalent dose of the skin (skin dose) to avoid X-ray related skin injury is at about 2 Gy. CAREwatch consistently calculates and displays the actual accumulated skin dose (in percent). This helps the user detect a potential patient hazard quickly and with certainty. - Low dose acquisition: enables dose savings of up to 60 % during the examination. The low dose acquisition protocol can be released directly with the footswitch. Dose monitoring - CAREguard: enables three skin entry dose thresholds to be established. If the accumulated skin entry dose exceeds the configured threshold, a warning appears on the live display and tableside on the touchscreen control. This provides ideal skin entry dose monitoring during the examination. - CAREmonitor supports the physician by enabling dose-efficient examinations, thereby significantly reducing the risk of skin burns. It includes special monitoring of the skin entry dose, taking into account the geometric

Part No. / Product	Description
(Continued) **14430049** **RS Artis zee ceiling eco**	conditions of the system (device angulation, table position). This ensures that the skin entry dose applied to a specific region of the patient's body will not exceed a specified threshold, thereby better protecting the patient from the harmful effects of X-radiation. Dose reporting - CAREreport: part of the DICOM Structured Report; displays the dose information in DICOM format after every examination. This creates an integrated DICOM data set consisting of images and dose information, which can be sent together to a DICOM archive. The display of dose information in DICOM format permits the flexible analysis and further processing via a DICOM-capable analysis software/database. **CLEAR package** The CLEAR package enables optimized image quality through real-time processing of the image data without increasing the radiation dose. - CLEARcontrol: The new histogram analysis provides a more homogeneous image impression by harmonizing over- and underexposed areas of the image. This is done fully automatically, thus eliminating any further manual user corrections through windowing. - CLEARview: Dose-dependent filtering of the image data efficiently suppresses image noise, enabling clear, sharp images, even for low-dose acquisitions. - CLEARvessel: Every pixel is analyzed in real time, and vessel edges are shown in high contrast without adding noise to the image. - CLEARmotion: Fine moving structures, such as small vessels and guidewires, are detected in the image and motion artifacts are suppressed efficiently. The visibility of small moving vessels and guidewires is improved significantly during fluoroscopy. **Image processing** - Positive/negative image display, windowing, contrast/brightness, electronic display (shutter), image shift (roaming), vertical and horizontal image inversion, magnifying glass, and zoom functions. - Storing of single images as reference images also during fluoroscopy. - ECG acquisition and storage: Recording, storage and display of an ECG lead. Displayed together with the image information on a flat display. - Quantification: angle/length measurement, selection of automatic and/or manual calibration. - Text functions: user-definable image annotation, free annotation or by means of text components, comments line for the image, R/L display. - Fast and direct access to all series, single images, and photo file via MULTIMAP both in the examination and in the control room. **DVD / CD burner (DICOM)** DVD drive for automatic digital image storage in the background on DVD-/CD-ROM for off-line data exchange in DICOM format. **Networking** Network interface (1000 BaseT) with the following integrated DICOM services: - DICOM Send: Sending of images into the DICOM network. - The DICOM Send function enables fully automatic transfer of generated image data to a DICOM archive or a DICOM workstation. The user can perform his examinations without interruption, while the system is fully automatically transferring the images to the archive scene by scene. This is a background process, and thus does not interfere with the ongoing fluoroscopy or acquisition. - DICOM Storage Commitment (StC): Feedback from the image archive. - The DICOM StC function automatically gives feedback on whether the generated image data were successfully transferred. This provides the necessary certainty to the user before deleting the acquired images locally in the imaging system. - DICOM-Query/Retrieve: Retrieval of archived images from a digital archive or from a workstation: Already archived image data from a previous examination can be fully retrieved and is then available for review and processing. The user can request CT or MR system images from the archive and display the data as a reference image in the examination room. There is no need for a separate workstation. - DICOM Structured Report: All the quantification results obtained on the system as well as all dose information on the individual radiation releases can be saved in DICOM SR (enhanced SR) format and transferred to a DICOM network.

Part No. / Product	Description
(Continued) **14430049** **RS Artis zee ceiling eco**	**Note concerning DICOM interface(s)** The description in the DICOM Conformance Statement downloadable from the Internet is exclusively binding for the functionality of the DICOM interface(s). Functionalities across interfaces with/between partner systems require explicit validation, since the interpretation of the interface by the partner/target system is not part of the product's responsibility. A modification of the interface that might be required is not included in the offer; e.g. for the rare case that available configurations are not sufficient. With regard to expenses for interface configurations that might be required, the agreements on maintenance/service of the product apply. **X-ray generator** Microprocessor-controlled high-frequency X-ray generator with automatic dose rate control for angiography. - 100 kW at 100 kV (DIN 6822), nominal power max. 80 kW (100 kV, 800 mA, 0.1 s) with Megalix tube and the newest flat emitter technology. - SID tracking (automatic tube current adaptation to source-to-image receptor distance). - CAREMATIC automatic X-ray control system for fully automatic calculation and optimization of exposure data based on fluoroscopic data. - Patient transparency monitoring. - Tube load monitoring with indication in the data display. The optimal X-ray parameters depend on the transparency of the patient at the current angulation, measured during fluoroscopy. These parameters are continuously calculated and updated. Test shots are no longer required. This achieves high image quality and minimum radiation exposure for physician and patient with every exposure release. **Accessories included in the scope of delivery.** - Unilateral armrest - Infusion bottle holder - Additional hand switch for radiation release and additional control functions. **Siemens Remote Service** Prepared for Siemens Remote Service SRS™ (during warranty, then with service contract): - Hardware and software remote diagnosis. - System remote configuration, e.g. adding of a DICOM node. - Early warning system ensuring system operation. ***syngo* Evolve for Artis zee** *syngo* Evolve is a service feature that is offered as a separate sales option for all systems of the Artis zee family. It is a key component of our upgrade strategy and allows the customer to take advantage of technological advancements. **Customer Care. Life - the customer care solution by Siemens Healthcare** From the moment you purchase your Siemens system you will benefit from many services that are offered by "Customer Care. Life", e.g.: - initial application training, - interactive e-learning for various applications, - free customer magazines, - arrangements for clinical training via a global network, - and free trial licenses You will find detailed information on our e-learning program and further details on general "Customer Care. Life" services on the Internet. * The "Customer Care. Life" offerings are not necessarily available to the full extent for all systems.
14419574 **RS Sys SW incl DSA/DR (1)**	Imaging system software including digital subtraction angiography - with frame rates of 0.5 to 7.5 f/s,

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(Continued) **14419574** **RS Sys SW incl DSA/DR (1)**	- including pixel shift, remask, roadmap, peak opacification for iodine contrast (MaxOpac), and CO_2 contrast (MinOpac); - adding of the anatomical background (landmark) from 0 to 100%; - acquisition, display and storage in 1k matrix. Digital acquisition technology - in 1k/12 bit matrix and with digital real-time filtration, - single image and serial acquisitions between 0.5 f/s and 7.5 f/s with time-controlled and manually variable image frequency.
14419586 **RS XWP w/Inspace 3DFlashRT zee/zeego**	***syngo* X Workplace** The functionality of the syngo X Workplace can be extended with additional software functions to suit specific user or clinical needs in angiography, surgery, and cardiology. The use of the licensed software is limited exclusively to the specific *syngo* X Workplace included with this configuration. The base viewing system can be extended by adding a wide range of application options. ***syngo* X Workplace PC** High-performance workstation based on Windows XP Professional with upgraded 6/12 GB RAM and hard drive with 147 GB/300 GB for image data. The workstation is equipped with an Open GL accelerator board to support 3D applications. To exchange medical images on DICOM-compatible CD-Rs and DVDs, the system is equipped with a CD/DVD burner. *syngo* X Workplace can be connected to an existing network via Gigabit/100 Mbit Ethernet. ***syngo* X Workplace Basic User Software** The *syngo* X Workplace software features an intuitive and thus easy to learn user interface developed from prototypes tested in close cooperation with users. Standard functions such as filming or image review, and optional clinical application software, are performed in individual processes on dedicated task cards. A number of functions and input parameters, as well as the language used, can be selected according to individual requirements. **Package comprising the following software licenses** Basic software with CD and dongle for the following functions: - Patient Browser - Filming - Viewer - System services Patient Browser: - Patient management. - DICOM communication with Send, Receive, Query/Retrieve, Print. - Reading of CDs/DVDs. - Module for writing DICOM CDs/DVDs for data exchange. Writing is in background mode. Filming: A virtual filmsheet shows a 1:1 display of the film sheets to be printed. This permits an effective preview of the filming job and the windowing of images, as well as providing a large number of evaluation functions. Image Review: Image Review supports interactive 2D review, evaluation and documentation functions. Multiple studies from the same patient can be displayed side-by-side for comparison. - Image display: 1.024^2 screen matrix, configurable with up to 64 image segments. - CINE display: Automatic or interactive dynamic presentation technique for the visualization of time and volume series. - Synchronized viewing of multiple series. - Measurement and annotation: Text annotation; distance, angle, circle, ROI and pixel lens, depending on

Part No. / Product	Description
(Continued) **14419586** **RS XWP w/Inspace 3DFlashRT zee/zeego**	Information available from the acquisition system. System services: Microsoft Office 2003 Word, Excel, PowerPoint plus Outlook are supported (not provided!). - Any user-selectable file, such as cardiac, DSA or InSpace AVI video sequences, can be burned to CD to prepare quality presentations and demos of pathologies. - Network module: For connection to a local Ethernet (Gigabit or 100 Mbit) for communication with networked archives, printers, diagnostic and therapy workstations, and teleradiology routers. Scope of functions - Network stations can be configured. - Unlimited selection of stations. *syngo* InSpace 3D Flash RT *syngo* InSpace 3D Flash RT facilitates the interactive 3D reconstruction and visualization in real time of a volume in volume rendering technique, MPR, and MIP. InSpace 3D is focused to support the interventional radiologist and neuroradiologist in the angio lab. Based on dedicated acceleration hardware the primary reconstruction results are available in full diagnostic quality in the examination room within 18 seconds for high contrast images and less than one minute for soft tissue DynaCT images. Subsequent secondary reconstructions are available even faster. The application facilitates interactive volume rendering, accelerated by a high-end 3D graphics card. It offers support for large data records of up to 1,600 images (512 x 512 matrix). ***syngo* iDentify (Dual Volume Visualization)** Enables the differentiation between two high-contrast 3D objects that have virtually the same contrast density and allows the display of one low contrast and one high contrast volume in one view. *syngo* iDentify enables clear differentiation between contrast-filled vessels, bones, stents and coils. Furthermore, visualization of the anatomical structure of tumors in combination with the feeding vessels becomes possible. Features: - Reconstruction protocols, for visualization of vessels, bones, clips and coils. - The result of the reconstruction can be native or subtracted. - Modification of reconstruction area to allow zoom via reconstruction. - Visualization with shading and light source for an improved three-dimensional impression. - Interventional volume measurement. Image data: - Volume data from AX, CT, MR, and PET modalities. - Loading of two volume data sets simultaneously. - Layouts: single (1on1), double (2 on1) and quadruple (4on1) for MPR display. - Two displays are supported for simultaneous display of two volumes side-by-side. Image display modes: - VRT, Color VRT, MIP, MinIP, and MPR rendering. - Thin slice renderings for VRT, MIP, and MinIP. - Variable light source. - Shading effects. Volume editing: - Cut planes. - Editing of clip planes and control volumes. - ROI punching. Presets: - Series-specific bookmarks, to store and retrieve volume visualization parameters. - Global presets for series-unspecific application of volume visualization parameters.

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(Continued) **14419586** **RS XWP w/Inspace 3DFlashRT zee/zeego**	Output: - Radial ranges, including macro range definitions. - 2D and 3D measurements, measurement grid, distance measurement and annotations. - AVI format export with selectable compression format and compression ratio. - TIFF, PNG, BMP, JPEG image export. - Send to film sheet. **Advantages and features of InSpace 3D Flash RT** In angiography the three-dimensional information is used for diagnosis, planning of therapy and documentation in the field of endovascular and non-endovascular interventional procedures. Diagnosis and treatment can be performed in one session, thus providing a major advantage through the fully integrated workflow. - Transfer of the projection angle to the C-arm stand. - Indication whether the angulation can be achieved at the C-arm without collision with the patient or table. - Interventional volume measurement. **InSpace 3D accessories** Includes the accessories required for 3D reconstruction and visualization: - Plexiglas calibration phantoms - Line phantom for image quality control - Form filter - 3D data link ***syngo* iPilot** For any projection, zoom, SID and table position the physician can create an iPilot - view, which is superimposed on the live fluoro image. Via a fade with the joystick the degree of visibility can be determined. The physician can perform the procedure with more confidence. No extra contrast is needed to make the vessel tree visible. When the guidewire is visible on the live screen in the area the 3D reconstruction, the physician can press the "iPilot" button on the tableside control at any time. An image is automatically calculated and sent to the reference storage of the imaging system. Via the Overlay Fade functionality the physician can show the 3D and 2D live information in one image. **DICOM** Industrial standard for the transmission of information between DICOM-compatible equipment from different manufacturers. The scope of functions is described in detail in the DICOM Conformance Statement and in the standard version includes the Transmission/ Reception, Query/ Retrieve and Basic Print functions. **Note concerning DICOM interface(s)** For diagnostic purposes, only hardcopy cameras/laser printers explicitly approved for this system may be used. The description in the DICOM Conformance Statement downloadable from the Internet is exclusively binding for the functionality of the DICOM interface(s). Functionalities across interfaces with/between partner systems require explicit validation, since the interpretation of the interface by the partner/target system is not part of the product's responsibility. A modification of the interface that might be required is not included in the offer; e.g. for the rare case that available configurations are not sufficient. With regard to expenses for interface configurations that might be required, the agreements on maintenance/service of the product apply.
14406038 **RS Color Flatscreen Display 19in**	The Siemens 19" LCD flatscreen display features a very high contrast even under very bright ambient light conditions. The Gamma curve was precisely adapted to the CIE-/DICOM recommendation and is thus suited especially for gray scale display. The controlled background lighting ensures stable lighting throughout the entire product life cycle. LCD flatscreen display

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(Continued) **14406038** **RS Color Flatscreen Display 19in**	- 19" (48 cm) screen size - Resolution: 1.280 x 1,024 (pixel) - Maximum brightness (typ.): 280 cd/m² - Flicker-free and distortion-free image display - Anti-glare screen
14405987 **RS Inroom Control SW-License**	The InRoom Control software extension allows for remote control of the LEONARDO/syngo Workplace from the examination room via touchscreen and joystick. For this, another set of functions is offered on the Artis touchscreen. These are implemented for 3D navigation and allow the user to manipulate the 3D image displayed on the optional display.
14405989 **RS syngo Angio Package**	On the LEONARDO/syngo Workplace, the syngo Angio package allows for dynamic review of DSA scenes (in subtracted or native display) and their post-processing with functions such as: - Remasking - Pixelshift - Anatomic background - Opacification etc. - Review of DYNAVISION and PERIVISION scenes The high-speed functionality increases the image review frequency in the syngo Angio (DSA) viewer of the LEONARDO/syngo Workplace WS for biplanar and monoplanar radiographies, depending on the frame rate and the LEONARDO/syngo Workplace hardware used. With the current LEONARDO/syngo Workplace hardware R610 the following maximum image review frequencies of the scenes can be achieved: Biplane (native): - 6 f/s with a 1,024² matrix - 15 f/s with a 512² matrix Monoplane (native): - 30 f/s with a 512² matrix - 15 f/s with a 1,024² matrix
14405998 **RS syngo Angio-Leg Composing SW-Lic.**	The image series are created in the Peristepping or Perivision mode and combined to a native full-format image on the LEONARDO/syngo Workplace. Printout of the full-format images on laser or paper printer possible. For diagnostic purposes, hardcopy cameras/laser printers explicitly approved for this system may be used only.
14406174 **RS English Key Board**	Keyboard for easy operation of syngo (browser, viewer, filming). There are special keys for windowing, scrolling, printing, marking and network communication.
14417763 **RS 3D Acqu. Incl. DYNAVISION DSA/DR**	Angle-triggered digital rotational angiography with corresponding image transfer to *asyngo* X Workplace and native or subtracted (with DSA option only) image display in 3D. - Rotation speed is up to 60°/s (Artis zee ceiling, Artis zeego) and 45°/s (Artis zee floor, Artis zee biplane). - Angle triggering permits dose saving by frame rate reduction with simultaneously improved image quality. - All parameters required for the 3D reconstruction are included in the organ program. This enables optimized image quality and easy handling. - Acquisitions with frame rates in 1k matrix from 0.5 to 7.5, 10, 15, 30 f/s (standard), and 60 f/s with reduced spatial resolution can be selected (with SW VC13, possible only with FD 30 x 40). Includes DYNAVISION DR for native and DYNAVISION DSA for subtracted (with DSA option only) rotational angiography. Reconstruction at the *syngo* X Workplace is not possible with these operating modes.
14434474 **RS Detector 30 x 40 Incl.Compnts. (T)**	**Flat detector 30 x 40** The digital high-resolution dynamic flat detector with integrated removable grid is especially designed to fulfill the requirements of angiographic and interventional applications.

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(Continued) **14434474** **RS Detector 30 x 40 incl.Compnts. (T)**	154 µm pixel arrays provide highest spatial resolution (3.25 LP/mm) and excellent contrast. Fluoroscopy as well as image acquisition are always done in 14-bit gray scale resolution, allowing excellent detail visibility. Acquisition frame rates of up to 30 f/s are possible. Usable input formats: - Overview mode 30 cm x 38 cm. - Zoom 1: 30 cm x 30 cm; diagonal 42 cm. - Zoom 2: 22 cm x 22 cm; diagonal 32 cm. - Zoom 3: 16 cm x 16 cm; diagonal 22 cm. - Zoom 4: 11 cm x 11 cm; diagonal 16 cm. - Zoom 5: 8 cm x 8 cm; diagonal 11 cm. The very compact design with integrated collision protection provides maximum C-arm angulation range for excellent patient access. The flat detector is mounted on a motorized rotating turntable at the C-arm. It can be rotated by 90°, so that it can be adjusted to landscape format or portrait format. Any angle in between can be adjusted. Motorized adjustment of the detector-patient distance. Digital data transfer from the detector to the imaging system is via a high-speed Gigalink fiber-optic cable. Removable grid: The grid can easily be removed, saving the user time in examinations not requiring a grid. For example in pediatrics, where dose reduction is especially important. **Tube assembly MEGALIX Cat Plus 125/20/40/80-122GW** 3-focus high-performance X-ray tube assembly with flat emitter technology, metal center tube with lubricated spiral groove bearing technology for permanent, noise-free rotation. - Maximum tube voltage 125 kV - Focus: 0.3/0.6 x 0.6*/1.0 (17/38/80 kW) - Anode angle 12°. - Maximum anode heat storage capacity: 3,375,000 HU - Maximum tube current for fluoroscopy: 250 mA * Image quality improved High tube power provides brilliant image quality even with heavier patients. In addition there is no need for X-ray pauses even during lengthy cases. The X-ray tube is completely silent, which is an additional benefit for patient and user. **Angio collimator** Compact multileaf collimator for DSA and cardiological applications with rectangular diaphragm, wedge-shaped filter diaphragms and finger-shaped graduated filter. - Automatic synchronous rotation of detector and collimator unit to compensate image rotation in the different working positions of the gantry. - Manual rotation of the detector and collimator unit using the control right on the detector housing. - Five-step adaptive Cu pre-filtration (CAREfilter) to reduce the equivalent skin dose and improve radiation quality through dose saving for the soft radiation parts. Filter steps: 0.1; 0.2; 0.3; 0.6; 0.9 mm Cu. - Independent rotation and shifting of filter diaphragms. - Electronics unit with DIAMENTOR measurement chamber integrated in the collimator housing, for acquisition of the dose-area product and the calculated patient entry dose (CAREwatch).
14406082 **RS PERISTEPPING / PERIVISION**	Excellent image quality from the abdomen to the feet is due to the fact that adjustable parameters such as acquisition framerate, measuring fields, position of collimator blades and semitransparent filters are stored specifically for each table position. That way the different X-ray transparencies for abdomen, legs and feet can be compensated and a consistent, contrasty image quality is privided. Just one single injection of contrast media protects the health of the patient and gives the physician an instant, subtracted image display of the peripheral blood vessels.

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(Continued) **14406082** **RS PERISTEPPING / PERIVISION**	PERISTEPPING: Peripheral digital stepping angiography with only a single contrast medium injection under visual control of the bolus flow. C-arm stepping with ceiling mounted systems, table stepping with floor mounted and biplane systems. - Position-dependent variable frame rates. - Fully automatic exposure control. - Automatic storage of the collimator settings for each step. PERIVISION: Peripheral digital stepping angiography with online subtraction display in an examination procedure with only one single contrast medium injection under visual control of the bolus flow. - Only one single automatically acquired mask image for each individual position. - Position-dependent variable frame rates. - Fully automatic exposure control. - Automatic storage of the collimator setting for each step.
14431156 **RS Table with Tilt**	Floor-mounted patient positioning table designed for angiographic examinations and interventions. - Direct patient access from all sides, both through the swiveling table and large tabletop cantilever. - ±15° head up/head down positioning. - Iso-tilt functionality for maintaining the projection during table tilt along the patient axis. - Motorized, power-dependent table movement in longitudinal direction when the table is tilted (power-assisted control). - Electromechanical release of table swivel at the touch of a button at the table. - Telescopic foot with motor-driven height adjustment. - Maximum patient weight 200 kg plus 40 kg for supplied accessories.
14401420 **RS Tabletop/mattress wide**	Carbon fiber tabletop in wide, straight design with matching special foam mattress for universal applications. Tabletop has a straight design up to the head area, for maximum positioning convenience also for obese patients.
14434469 **RS Large Display with DCS**	**Color flat display** The large 56" display area represents a new dimension in medical image display. Using a fully integrated tableside control panel with 12 layout variants, all examination-relevant data are displayed on the same large area screen. The result is high levels of flexibility in displaying individual screen layouts. Data such as live, assist and reference images, *syngo* X Workplace, Sensis/recording systems, PACS, HIS/RIS, ultrasound, ECG, external video, endoscope, mapping systems, system and table geometry, system messages and dose information can be individually positioned and displayed on the Large Display, if connected. The extended Roadmap function is included, if DSA is available: - During fluoroscopy (FL), the native live FL image is displayed, otherwise the LIH image (Last Image Hold). - During Roadmap/subtracted fluoroscopy, the native live FL image is displayed, otherwise the LIH image (Last Image Hold). - During DSA acquisition, the native live image is displayed, otherwise the native max fill image. Contains the dual reference function: - An additional, static reference image for parallel display of two reference images on the Large Display. Important images for diagnostic purposes can be displayed to scale in their original size, less important non-diagnostic information can be displayed at a reduced size. The enlarged display can be selected individually via the display configurations. For the diagnostic color display in TFT technology, with high luminance and extended viewing angle, the gamma curve has been adapted particularly for gray scale display according to the CIE / DICOM recommendation. Technical specification for the display:

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Part No. / Product	Description
(Continued) **14434469** **RS Large Display with DCS**	- Display size (W x H) 124.4 x 70 cm. - Screen size 56" (142.2 cm). - Resolution: 3840 x 2160 (pixels); 8 megapixels at 4 x HD. - Farbtiefe 16,7 10^9 Farben. - Brightness: calibrated 300 cd/m^2. - Brightness: minimum 400 cd/m^2. - Brightness: typical 450 cd/m^2. - Contrast ratio max. 1200:1. - Contrast ratio min. 900:1. - Flicker-free and distortion-free image display. **Multi Display Manager** The Multi Display Manager (MDM) receives the different video signals and processes this information for visualization on the Large Display. Up to 21 external video sources can be connected (max. 21 DVI-D or 15 DVI-R plus max. 6 analog). Other digital/analog combinations are possible, but the sum must not exceed 21 channels. **Display ceiling-mounted stand** The longitudinally mobile, swiveling, rotating, and height adjustable display ceiling suspension (DCS) with normal working range contains a large 56" color flat display. All cables are integrated into the universal mounted DCS. Technische Daten zum Displayträger-Deckenstativ: - Longitudinal travel range 217.5 cm with 300 cm rails. - Longitudinal travel range 337.5 cm with 425 cm rails. - Height adjustment range 85 cm. - Swivel range (max. system rotation) 300 degrees. - Display swivel range 330 degrees.
14434533 **RS LD MDM-Controller Low 9 Inputs**	The Multi Display Manager (MDM) Low receives various internal and external video signals for presentation to scale on the Large Display (LD). Up to 9 external and internal video sources can be connected (max. 8 DVI-D and min 1 analog or min. 7 DVI-D and max. 2 analog channels) Other mixes of digital / analog channels are possible. Within these limits, the sum may not exceed 9 channels. Important images for diagnostic purposes can be displayed to scale in their original size on the LD. Less important, non-diagnostic information can be displayed at a reduced size in the interpolation algorithm for image information integrated in the MDM. An enlarged or reduced display can be selected individually via the display configurations at the ECC. The MDM controller then takes over interpolation and adaptation of image size. In waveform images with high resolution, such as for electrophysiological recording systems, the curves are displayed free of artifacts because of a special interpolation algorithm.
14434556 **RS XWP/MMWP video cabling**	Using the connection kit, one DVI-D video signal of a unit is duplicated One of these is connected to one of the DVI-D video inputs of the Siemens video signal distributor. The second video signal is available for use by a display, for example in the control room. Using fiber-optic cables ensures the galvanic isolation of the video source. It includes the following components: - a video splitter - A DVI to fiber-optic cable adapter - A fiber-optic cable (36 meters) - A fiber-optic cable to DVI adapter - Two 5 volt power supplies for the adapters

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Part No. / Product	Description
14434551 **RS Analog/digital video converter**	Using a connection kit, a VGA, DVI (up to a resolution of 1600 x 1200), SVideo, or BAS video signal is converted into a DVI-D video signal. Note: This kit can be used only if at least one VGA or DVI connection is available on the unit. It includes the following components: - An analog - digital video converter
14434544 **RS Digital video cabling**	It includes the following components: - A DVI to fiber-optic cable adapter - A fiber-optic cable (36 meters) - A fiber-optic cable to DVI adapter - Two 5 volt power supplies for the adapters - Two DVI to HDMI adapters
14417862 **RS C-Room DVI 1xBWD-19 (Live) - 36m**	19" high-contrast b/w display for live image display, as well as syngo operation in the control room. Table design with black frame. Display in monochrome TFT technology with high luminance and extended viewing angle. - 19" (48 cm) monitor. - Resolution: 1,280 x 1,024 (pixel). - Maximum brightness (typ.): 1.000 cd/m². - Flicker-free and distortion-free image display. - Ambient light sensor for optimum adaptation to the room brightness.
10162714 **RS Vessel analysis**	Measuring program integrated in the imaging system for objective, precise and reproducible evaluation of vessels. - Automated contour detection. - Determination of degree of stenosis. - Automatic and manual reference diameter determination. - Automatic and manual calibration methods. - Distance and angle measurement. The vascular analysis allows precise quantification under sterile conditions, direct at table side with the touchscreen control. This speeds up the intervention and makes the procedure safer for the patient. The reports can be easily stored in the patient folder for documentation and to show the correct analysis of dilatations etc. Especially to be used for vessel sizes between 3mm and 42mm.
14401426 **RS DICOM RIS-Modality Worklist**	**DICOM MWL (Modality Worklist):** Import of patient/examination data from an external RIS/HIS patient management system. **Note concerning DICOM interface(s)** For diagnostic purposes, only hardcopy cameras/laser printers explicitly approved for this system may be used. The description in the DICOM Conformance Statement downloadable from the Internet is exclusively binding for the functionality of the DICOM interface(s). Functionalities across system borders with/between partner systems require explicit validation, since the interpretation of the interface by the partner/target system is not part of the product's responsibility. A modification of the interface that might be required is not included in the offer; e.g. for the rare case, that available configurations are not sufficient. With regard to expenses for interface configurations that might be required, the agreements on maintenance/service of the product apply.
14419631 **RS LB rad. protection w/ pivot arm**	The lower body radiation protection can be attached to the accessory rails either on the right or on the left side of the patient positioning table. It consists of the following independent shielding units:

Part No. / Product	Description
(Continued) **14419631** **RS LB rad. protection w/ pivot arm**	- A basic unit shielding the area between accessory rails and the floor. It is flexible and can be adapted to the examiner's preferences. - One LB radiation protection pivot swivel element that can move out of the way during collisions with the tube and still retain its protective function. - Two clip-on units pointing upwards from the upper edge of the basic unit with a length of 57 cm and 27 cm. Option: A third upward-pointing scattered radiation shielding unit that can be clipped onto the upper edge of the basic unit, with a length of 27 cm. The scattered radiation shielding units can be attached to the basic unit in an overlapping and fan-shaped way to allow closed, adapted scattered radiation protection even in the lower thorax area. The maximum load of the accessory rails is 40 kg, the weight of the attached scattered radiation protection is 8 kg.
14402392 **RS Upper Body Rad. Prot. Artis-T**	Radiation protection attached through a ceiling-mounted, mobile stand for protection against scattered radiation; incl. 4 m ceiling rail. - swivable and rotatable around the fixing point, swivel range 360 degrees. - counter-weighted, height-adjustable support arm. - acrylic glass with lead equivalent of 0.5 eq (w x h: 61 cm x 76 cm), with recess for interventional examinations.
14431160 **RS syngo Keyboard; English - US**	Keyboard for easy operation of *syngo* (browser, viewer, filming). There are special keys for windowing, scrolling, printing, marking and network communication.
14431579 **RS Intercom - Comfort**	Communication / intercom system for communication between examination room and control room, with additional footswitch for conversation selection in the examination room. Microphone and control box on the console in the control room. With adaptive acoustic filter for background noise suppression in the examination room. Microphone in the examination room installed on the ceiling.
14419632 **RS LB rad. prot. w/ left pivot arm**	The lower body radiation protection can be attached to the accessory rails either on the right or on the left side of the patient positioning table. It consists of the following independent shielding units: - A basic unit shielding the area between accessory rails and the floor. It is flexible and can be adapted to the examiner's preferences. - One LB radiation protection pivot swivel element that can move out of the way during collisions with the tube and still retain its protective function. - Two clip-on units pointing upwards from the upper edge of the basic unit with a length of 57 cm and 27 cm. Option: A third upward-pointing scattered radiation shielding unit that can be clipped onto the upper edge of the basic unit, with a length of 27 cm. The scattered radiation shielding units can be attached to the basic unit in an overlapping and fan-shaped way to allow closed, adapted scattered radiation protection even in the lower thorax area. The maximum load of the accessory rails is 40 kg, the weight of the attached scattered radiation protection is 8 kg.
10162755 **RS 3 Reflector OR Lamp 115 V**	The 3-spot OR lamp is additionally attached to the ceiling-mounted stand of the mobile radiation protection and is thus fully integrated in the ceiling-mounted radiation protection system of the AXIOM Artis family. The extremely high luminance is of special advantage for illuminating deep lesions, whereas the luminance would not be sufficient with a single-spot OR lamp. - Luminance: 100 000 Lux (9,300 fc) for 100 cm distance - working distance: 70 to 140 cm - color rendering index Ra (gen.): 96 - color temperature: 4,300 Kelvin - focusable spot size: 17 to 28 cm - 3 halogen lamps: 22.8 V/50 W

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Part No. / Product	Description
(Continued) **10162755** **RS 3 Reflector OR Lamp 115 V**	Power connection OR lamp 115 V.
EPW935515UPS **Eaton Powerware** **9355 15 kVA UPS**	This UPS is recommended when protection and uninterruptible power is required for the 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. **Operation:** - Since this UPS is working completely uninterrupted, a power failure is observed when no radiation is available and the display shows "No X-ray please wait". - The Emergency power lamp (red) will light on the power display during a power failure. All stand movements are possible and the image system functions are protected against data loss. Guaranteed back up time: 10 min. - Restoring of hospital's main power supply is indicated when the generator boots again (also green Hospital power lamp lights). Full exposures are available after apx. 75 seconds. Includes UPS, battery, maintenance bypass panel, and one year on-site parts and labor coverage (24x7) by Eaton Powerware. Additional seismic brackets are required to make this system OSHPD approved.
NT60010635 **Blue anti-fatigue floor mat for hospital**	**NT60010835 Interstate Mat Corporation Anti-fatigue Mat** Industrial-grade anti-fatigue floor mat that provides comfort and durability. As ahigh-quality product designed to fight fatigue, it provides support for tired, aching feet, legs and back. Beveled edges for safety. Size 3'x5'.