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

Pat McCrory
Governor

Richard O. Brajer
Secretary DHHS

Mark Payne
Assistant Secretary for Audit and
Health Service Regulation

June 21, 2016

John H. Gizdic
2131 South 17th Street
Wilmington, NC 28402

Exempt from Review – Replacement Equipment

Record #:	**1965**
Facility Name:	New Hanover Regional Medical Center
FID #:	943372
Business Name:	New Hanover Regional Medical Center
Business #:	1308
Project Description:	Replace existing PET scanner
County:	New Hanover

Dear Mr. Gizdic:

The Healthcare Planning and Certificate of Need Section, Division of Health Service Regulation (Agency), determined that based on your letter of dated June 8, 2016 and received in our office on June 13, 2016, 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 Biograph mCT 20 PET/CT scanner. This determination is based on your representations that the 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,

Fatimah Wilson

Tanya S. Rupp
Project Analyst

Martha J. Frisone

Martha J. Frisone,
Assistant Chief, Certificate of Need

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

New Hanover
Regional Medical Center

June 8, 2016

Shelley Carraway, Chief
Certificate of Need Section
Division of Health Service Regulation
N.C. Dept. of Health & Human Services
2704 Mail Service Center
Raleigh, NC 27699-2704

RE: ***Notice of Exempt Acquisition by New Hanover Regional Medical Center***

Bus id 1508
NR id 1965

Dear Ms. Carraway:

New Hanover Regional Medical Center ("NHRMC"), proposes to replace its Positron Emission Tomography (PET) scanner, and the purpose of this letter in connection with this transaction is to notify the Division of Health Service Regulation (the "Division") of NHRMC's plans for this replacement. Further, NHRMC is requesting confirmation from the Department that the transaction as described below does not constitute a new institutional health service subject to certificate of need ("CON") review.

NHRMC is replacing this equipment due to aging technology and end of equipment serviceable life. The manufacturer of this equipment, Siemens, was selected based upon intelligently reproducible quantification, high resolution imaging, finest volumetric imaging accuracy, and minimal dose and maximal scan speed. A brochure on this technology is provided as Exhibit A for reference and additional detail.

Because the replacement equipment will cost more than $750,000, acquisition of this equipment would constitute a new institutional health service under N.C.G.S. § 131E-176(14o). However, this acquisition is nevertheless exempt from CON review under N.C.G.S. § 131E-184(a)(7) because it is for "replacement equipment."

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

To qualify for this exemption, the replacement equipment must (1) cost less than $2,000,000, (2) be "comparable" to the equipment it replaces, and (3) replace equipment that is then "sold or otherwise disposed of." NHRMC's proposed acquisition qualifies for this exemption, as discussed below.

As set forth in the equipment comparison form (Exhibit B), quotes (Exhibits C and D), and Purchase Order (Exhibit E), the cost and fair market value of the equipment for this replacement is $1,529,900, inclusive of delivery and installation charges. Some minor construction and assessment is required for installation. Accordingly, the total cost for this acquisition is $1,829,900. The capital cost form for this acquisition is enclosed as Exhibit F.

Finally, the current PET in use at NHRMC will be traded in and will be taken out of service upon arrival and installation of the replacement unit. See attached letter (Exhibit G) from Siemens Medical Solutions indicating compliance with CON requirements for this trade-in unit.

For the reasons set forth above, NHRMC respectfully requests that the Agency confirm that this acquisition does not require CON review. If you need any further information on this matter, please let me know. I will look forward to hearing from you soon.

With best wishes, I am

Very truly yours,

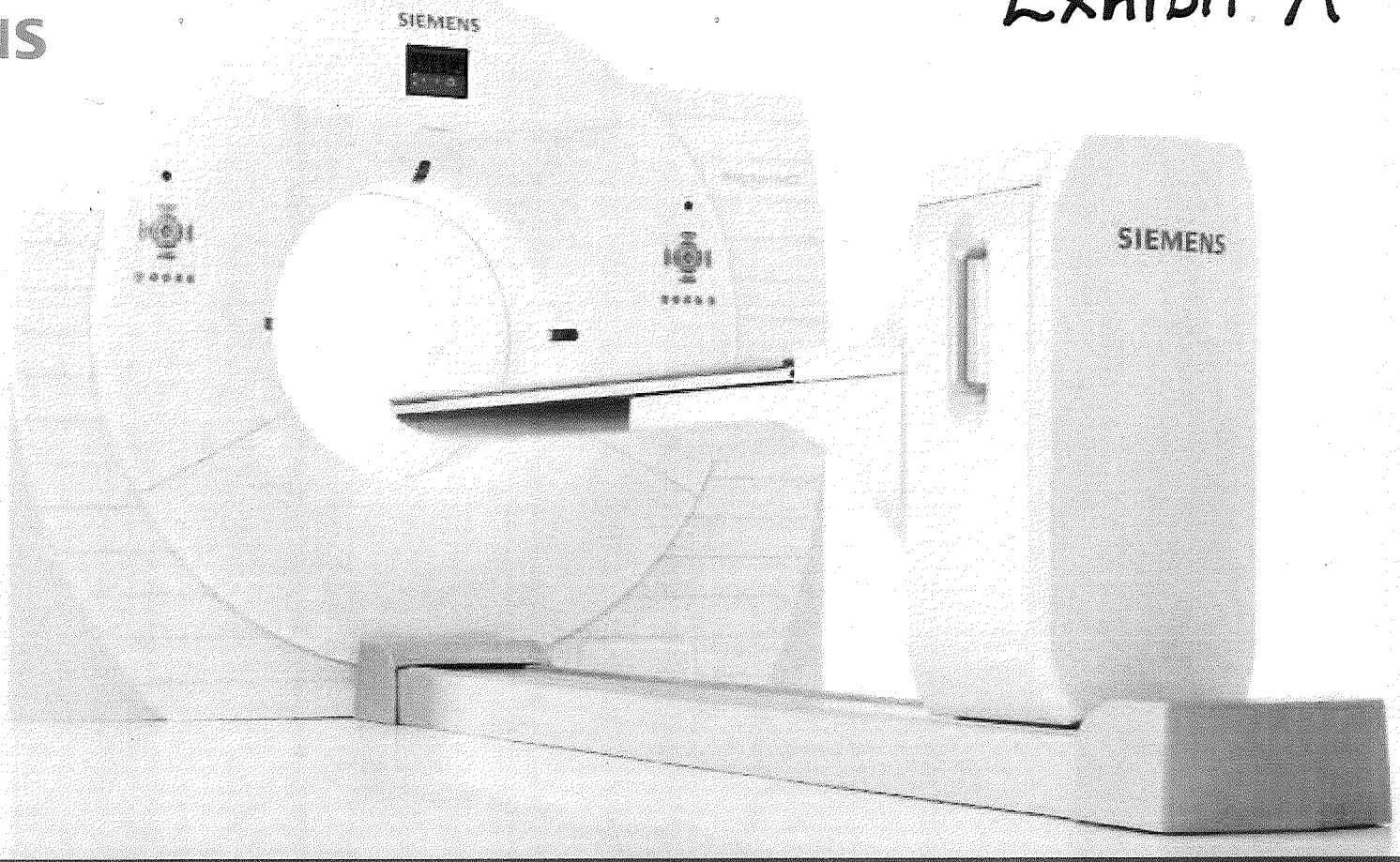
John H Gizdic

John H. Gizdic

JHG:kkh
Enclosures

Exhibit A

SIEMENS

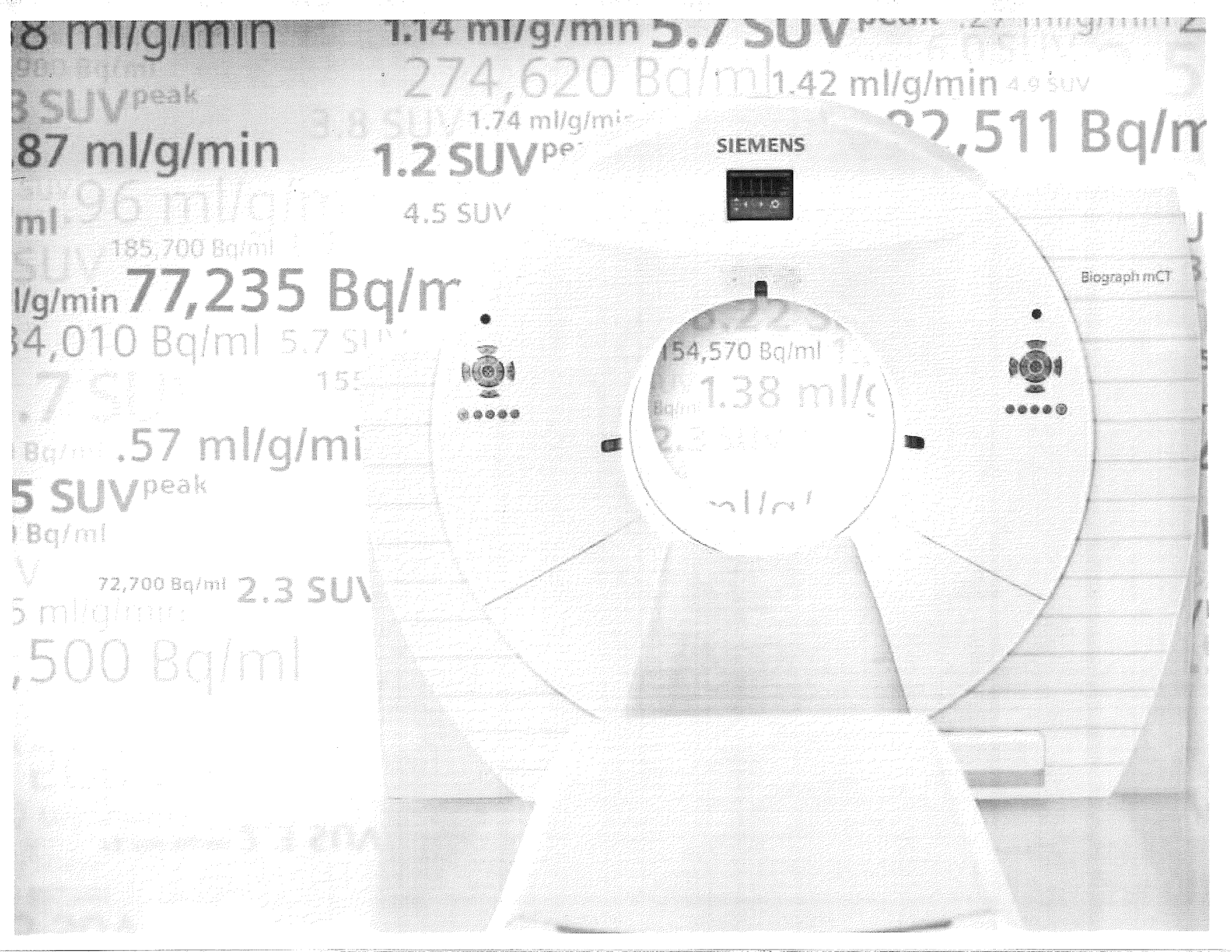


www.siemens.com/mi

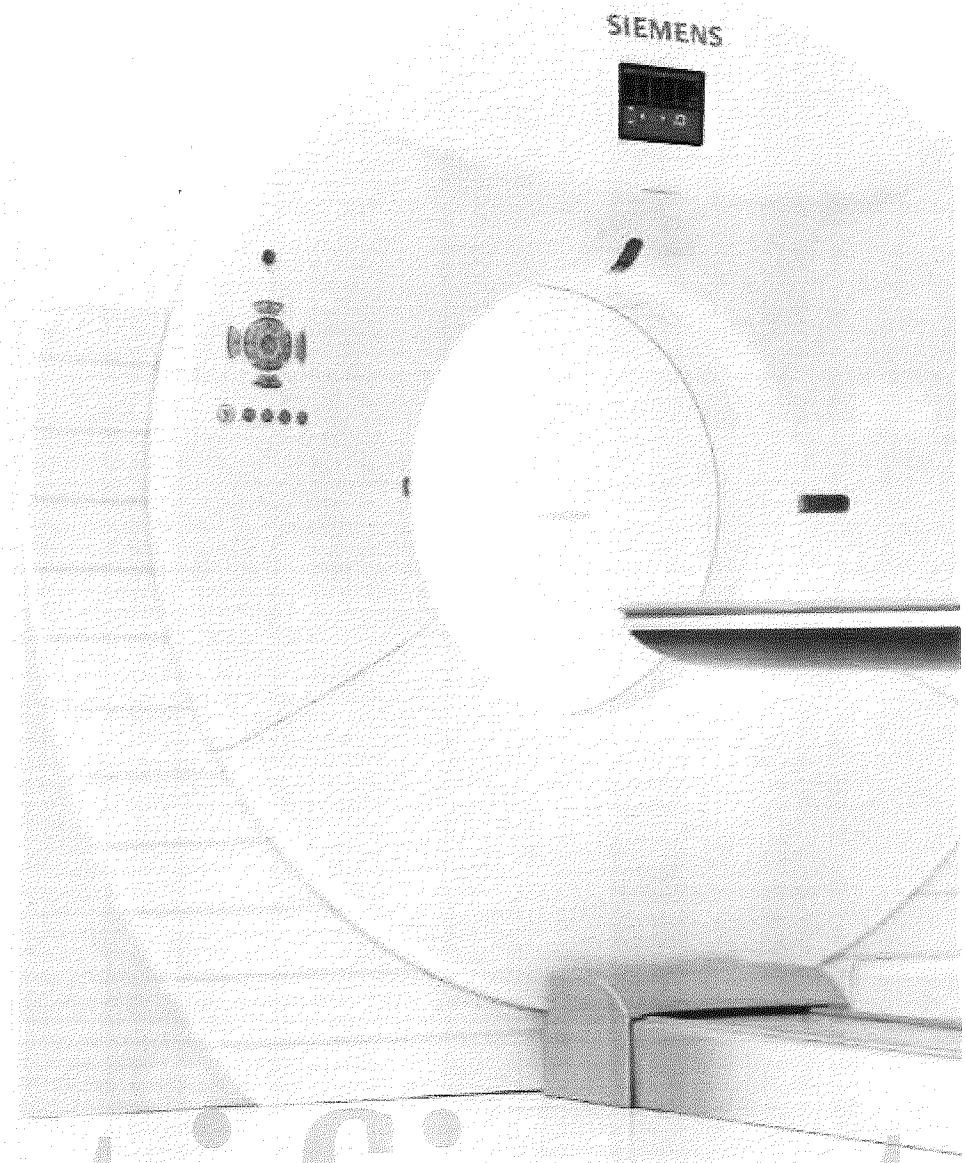
Biograph mCT

molecular CT. quantification redefined.

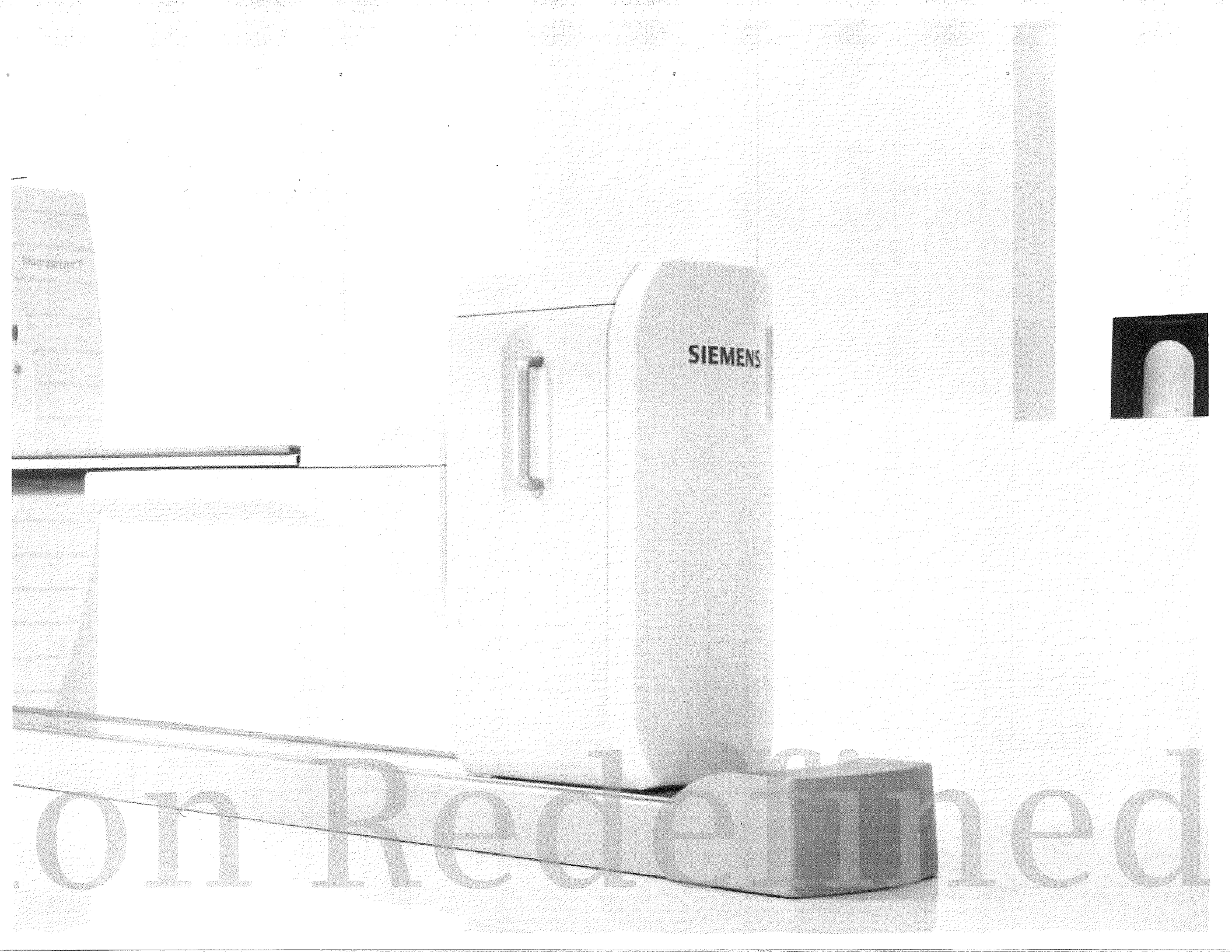
Answers for life.


SIEMENS
Biograph mCT

Biograph **m**CT – molecular CT. quantification redefined.



Quantificat



The Siemens Molecular Imaging Leadership

Innovation Leadership

For more than 130 years, Siemens Healthcare has been a recognized leader in medical innovation. From the first electromedical devices in 1896 to the latest PET hybrid technologies, we have a long history of pioneering technological achievements that have helped make the impossible possible. We have always believed that even the farthest technical horizons were temporary and could be surpassed with consistent dedication to improved healthcare. This visionary approach, backed up by the largest R&D budgets in the medical imaging industry, has made Siemens an undisputed innovation leader in molecular imaging.

A Focus on Return on Innovation

Driven by this passion to make a difference, the core of Siemens Molecular Imaging is based upon the assumption that achieving the highest technical performance is only important when it meets the needs of our customers and the patients they serve. To gain a deep understanding of our customers' needs and the environments in which they work, we collaborate closely with leading medical experts from around the world. This cooperation is the driving force behind our innovative solutions and services. From the earliest stages of research, product development and design, we rely upon the advice and recommendations of our customers to determine our focus. As a result, our products are able to offer you the highest return on innovation possible.

Clinical Return

Workflow Return

Financial Return

vation

From the beginning, one of the most frequent customer demands has been to improve diagnostic decision making to enable greater confidence. At the same time, healthcare is facing the dual mandates to improve patient safety and increase productivity, while ensuring the highest quality and cost-efficient patient care.

With a focus on fulfilling your clinical, workflow and financial needs, our mandate is to deliver innovations that consistently meet the following three criteria:

- Lead the way in technological and medical advancement
- Maximize workflow efficiency
- Make state-of-the-art molecular imaging affordable

Introducing the new Biograph mCT

Our dedicated team of molecular imaging experts have helped shape the diagnostic imaging world with their inventions and ideas. And we are continuing this tradition of innovation by continuously pioneering new technologies. With the introduction of the new Biograph™ mCT, we offer our customers ever-increasing opportunities to benefit from their investments in innovation. No matter which way you look at it, Siemens Molecular Imaging is helping you to expand your Return on Innovation.

Biograph mCT – molecular CT. quantification redefined.

With today's PET/CT, the smallest details can go unnoticed, lowering diagnostic confidence. Inaccurate quantification may mislead treatment response monitoring. Longer examination times lead to fewer patients per day, and unnecessary dose could compromise patient safety. Addressing these challenges requires a PET/CT designed from the ground up that improves diagnostic confidence by offering reproducible quantification, the highest image resolution* and speed in both PET and CT, all while minimizing radiation dose.

The new Biograph mCT brings accurate and reproducible quantification to PET-CT imaging by ensuring that each element of the measurement chain is optimized. Starting with the industry's highest volumetric image resolution*, Biograph mCT features unique daily quality control, SMART registration technologies and intelligent software to bring accuracy and reproducibility to PET-CT imaging. In addition, innovative CARE technologies ensure the lowest possible dose is administered.

With the new Biograph mCT, now you can detect, characterize and monitor the tiniest cancer lesions with reproducible quantification, making cancer treatment more cost effective. Now you can quantify absolute myocardial blood flow, making more accurate treatment decisions, minimizing risk to your patients. Now you can potentially** quantify amyloid deposits in the brain, making dementia diagnosis possible, slowing disease progression.

Now, more than ever, you are able to rely on molecular imaging with quantification that is accurate and reproducible. For results that will redefine clinical decision making. The confirmation you need for more diagnostic certainty and more informed treatment planning. Study after study. Scan after scan. Without question.

* Based on volumetric resolution available in competitive literature for systems greater than 70 cm bore size. Data on file.
** syngo.PET Amyloid Plaque is intended for use only with approved amyloid radiopharmaceuticals in the country of use.

New Hanover Regional Medical Center
PET replacement

Exhibit B

Equipment Comparison Form

	EXISTING EQUIPMENT	REPLACEMENT EQUIPMENT
Type of Equipment (List Each Component)	PET / CT	PET / CT
Manufacturer of Equipment	Siemens AG	Siemens AG
Tesla Rating for MRIs	NA	NA
Model Number	3806515	NA
Serial Number	4166	NA
Provider's Method of Identifying Equipment	Siemens Biograph DUO PET/CT	Siemens Biograph mCT 20 PET/CT
Specify if Mobile or Fixed	Fixed	Fixed
Mobile Trailer Serial Number/VIN #	NA	NA
Mobile Tractor Serial Number/VIN #	NA	NA
Date of Acquisition of Each Component	10/15/2004	TBD
Does Provider Hold Title to Equipment or Have a Capital Lease?	Title	Title
Specify if Equipment Was/Is New or Used When Acquired	New	New
Total Capital Cost of Project (Including Construction, etc.) <Use Attached Form>	NA	$1,829,900
Total Cost of Equipment	$2,022.710	$1,529,900
Fair Market Value of Equipment	NA	$1,529,900
Net Purchase Price of Equipment	NA	$1,529,900
Locations Where Operated	NHRMC Medical Mall 17th St Campus Wilmington	NHRMC Medical Mall 17th St Campus Wilmington
Number Days In Use/To be Used in N.C. Per Year	260	260
Percent of Change in Patient Charges (by Procedure)	NA	0%
Percent of Change in Per Procedure Operating Expenses (by Procedure)	NA	0%
Type of Procedures Currently Performed on Existing Equipment	PET Oncology studies	NA
Type of Procedures New Equipment is Capable of Performing	NA	PET Oncology, Neurology, and Cardiac Studies

Exhibit C

SIEMENS

Siemens Medical Solutions USA, Inc.
40 Liberty Boulevard, Malvern, PA 19355
Fax: (866) 309-6967

SIEMENS REPRESENTATIVE
Stephen Argo - (336) 210-6178

Customer Number: 0000008527

Date: 4/21/2016

NEW HANOVER REGIONAL MEDICAL CENTER
2131 SOUTH 17TH STREET
WILMINGTON, NC 28401-7407

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**

Contract Total: $1,454,292
(total does not include any Optional or Alternate components which may be selected)

Proposal valid until 4/30/2016

Estimated Delivery Date: 10/2016

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

This proposal includes the trade-in of equipment referenced in Trade Sheet Project # 2016-880.

There is no warranty term despite statements below; this quote reflects pricing adjustment due to removal of warranty. This pricing is conditioned on Customer's purchase of a 5 year Silver Service agreement contemporaneous with the purchase of the items quoted herein. The contract total presented in this quotation includes first year service cost as quoted on Service Agreement Proposal 1-G3OUE4. This offer may not be combined with any other special offers.

This Quotation is specific to New Hanover Regional Medical Center and contains information which is confidential and proprietary to Siemens, including but not limited to discounts and pricing. The Customer may not distribute or disclose this quotation or any portion hereof to, or discuss any of the information (including pricing) contained herein with, any other customer or consultant, buying group, or other third party.

The parties hereby expressly agree that the Premier Healthcare Alliance, L.P. Group Purchasing Agreement—Imaging Products and Services effective October 1, 2015 (Contract Number(s) PP-IM-277) and Siemens Terms and Conditions of Sale attached hereto shall govern the purchase of Products pursuant to this Quotation.

This offer is only valid if firm, non-contingent orders for Quote# 1-DFVUQ1 and Quote# 1-GCPEB0 are simultaneously placed with Siemens.

Accepted and Agreed to by:

SIEMENS

Siemens Medical Solutions USA, Inc.
40 Liberty Boulevard, Malvern, PA 19355
Fax: (866) 309-6967

SIEMENS REPRESENTATIVE
Stephen Argo - (336) 210-6178

Siemens Medical Solutions USA, Inc.

By (sign): _____
Name: Stephen Argo
Title: Account Executive
Date: _____

NEW HANOVER REGIONAL MEDICAL CENTER

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

By signing below, signor certifies that no modifications or additions have been made to the Quotation. Any such modifications or additions will be void.

By (sign): _____

SIEMENS
Siemens Medical Solutions USA, Inc.
40 Liberty Boulevard, Malvern, PA 19355
Fax: (866) 309-6967

SIEMENS REPRESENTATIVE
Stephen Argo - (336) 210-6178

Quote Nr:	**1-DFVUQ1 Rev. 5**
Terms of Payment:	00% Down, 80% Delivery, 20% Installation Free On Board: Destination
Purchasing Agreement:	PREMIER PURCHASING PARTNERS LP PREMIER PURCHASING PARTNERS LP terms and conditions apply to Quote Nr 1-DFVUQ1

Biograph mCT S 20

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

Qty	Part No.	Item Description
1	11216446	**EOS Bonus PET Senior**
1	14422098	**Biograph mCT-S(20)**
1	10249462	**TrueV PET - mCT** The Biograph mCT TrueV option provides improved PET productivity and performance by extending the axial PET coverage by 22.1 cm.
1	14421625	**Biograph RT Identifier**
1	14415351	**Install Kit with PDU - mCT** Items necessary for install. Includes power distribution unit for connecting entire system to a single 3-phase power drop.
1	14415353	**PET Gantry UPS - mCT** Uninterruptible Power Supply (UPS) option providing 5 minutes of backup power enabling proper shutdown of the PET system in the event of power loss. Specifications: 5.0 KVA, 230 Volts, 50/60 Hz.
1	10249096	**Cooling System Water/Air - mCT** Water-to-air heat exchanger for the dissipation of heat loss generated in the gantry to the outside air. System operating temperature:20 - 26 degrees C, 20 - 75 % rel. humidity (not condensing). Ideal for installation far from the scan room. Cooling system contains to units, water/water exchanger close to the scan room and an additional remote water/air exchanger. Maximum distance between water/water unit and remote water/air exchanger up to 40 meters enabled by thin diameter of water transferring pipes.
1	10249267	**Cooling System US Install Kit - mCT** Kit for installation of the Cooling System Water/Air in US Includes: - Transformer for powering the Cooling System Water/Air - Service switch to shut off the outdoor cooling unit for maintanance or in case of emergency
1	10249560	**Biograph Ge-68 Sources** Calibration sources for the Biograph mCT. These sources are to be purchased with a new Biograph mCT scanner.
1	10097286	**Biogr. Uni. Phantom Shield-Fixed** Contains shield for the Biograph TrueV Uniform Phantom.
1	10249159	**Keyboard, English - mCT** Keyboard in the above-mentioned language.
1	10249279	**PET + CT Resp. Gating Option - mCT** Provides both CT Respiratory and Triggering option as well as PET respiratory gated acquisition/reconstruction.

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SIEMENS REPRESENTATIVE
Stephen Argo - (336) 210-6178

Qty	Part No.	Item Description
1	14422256	**Anzai Respiratory Interface** Interface for connecting Anzai respiratory trigger system to the Biograph.
1	AS11154967	**Anzai Respiratory Gating (VI)** With the Respiratory Gating system, the respiratory data is synchronized with the CT acquisition in order to minimize motion artifacts. The system is comprised of load cell with breast belt and a PC based evaluation console that is connected to the CT system, for capture and storage of a signal representing the patient´s respiratory cycle. All components can be placed on a trolley for mobile positioning in the examination room. This Respiratory Gating hardware only works together with the respiratory gating software option integrated in the CT system.
1	14415354	**RTP Pallet** RTP Flat pallet for Biograph mCT. The carbon fiber table top utilizes a quick release latch for easy on/off. Varian Exact(tm) compatible indexing for accessories. Includes quantity 1 two-pin locator bar.
1	10412855	**Installation (US/CAN)**
1	14432689	**syngo.via MI Scanner Bundle** MI system bundled with syngo.via
1	14442153	**syngo.via L-Software** The syngo.via L-Software offers 2D, 3D, 4D multi-modality routine reading capabilities and a variety of advanced applications tailored to the L-Server HW grade. The combination of syngo.via L-Software and L- Server Hardware is ideal for 2 - 7 users. The availability of all applications and workflows included in syngo.via L-SW is virtually unlimited, i.e. the number of opened cases is only constrained by server HW resources. The syngo.via client runs on standard Windows computers in the network and integrates into radiologist's reading workplace (RIS; PACS) for efficient image reading based on a wide range of clinical applications (advanced visualization applications) for different clinical cases. Those applications are available as additional options for syngo.via. The optional advanced visualization applications/Engines follow the flexible concurrent user model (users working at the same time).The service support for syngo.via requires the provision of an administrator with dedicated tasks and a minimum broadband Internet connection bandwidth.
1	14442253	**WebViewer User #1 Integrated Server** syngo.via WebViewer is a web-based client server add-on to syngo.via. It provides high-speed 2D and 3D image data review and basic manipulation functionality within the healthcare institution's network and through secure VPN connection both over LAN and wireless connections. The integrated server can be used for internal image distribution only (internet access only by VPN infrastructure). The syngo.via WebViewer runs on PC, Mac and laptops equipped with appropriate browsers, as well as on Apple iPad.
1	14421382	**syngo.mCT Oncology Engine #1** The syngo.mCT Oncology Engine facilitates lesion detection, staging, and treatment follow-up by enabling the registration and quantitative analysis of PET and CT studies acquired across multiple time points, visualization of up to 4 time points simultaneously, the ability to visually trend lesion measurements over time, and the tools to standardize quantitative assessment of metabolic tumor response through EQ.PET and PERCIST.
2	14421383	**syngo.mCT Oncology Engine #1+** syngo.mCT Oncology Engine for one additional user for syngo.via only. This engine includes only on syngo.via: - PET&CT Cross-Timepoint Evaluation - PET Segmentation It does not include any additional users for the MMWP.
1	14421384	**syngo.mCT Oncology Engine Pro #1** The syngo.mCT Oncology Engine Pro further enables physicians to efficiently evaluate patient scans by comparing up to 8 time points (e.g. baseline, staging, pre- and post-therapy) and automatically registering and displaying PET and CT images simultaneously. It assists physicians evaluating diagnostic, therapeutic, and follow-up cases with simple or complex patient

Qty	Part No.	Item Description

histories, and initiates collaboration between imaging and therapy planning. It also provides options to visualize and quantify dynamic PET acquisitions.

The syngo.mCT Oncology Engine Pro provides automated CT segmentation and evaluation of lesions in lung, liver, lymph nodes and other organs. In addition further quantifications are provided like Choi criteria and Advanced HU Statistics.

2 14421385 **syngo.mCT Oncology Engine Pro #1+**

syngo.mCT Oncology Engine Pro for one additional user for syngo.via only. This engine includes only on syngo.via:
- PET&CT Onco Multi-Timepoint
- CT Segmentation
- PET Dynamic Analysis
- PET&CT Therapy Interface

It does not include any additional users for the MMWP.

1 14421394 **syngo.mCT Neurology Engine #1**

The syngo.mCT Neurology Engine facilitates visualization and evaluation of neurology exams on syngo.via. It assists physicians in making better-informed diagnostic and therapeutic decisions. Findings can be tracked using the findings navigator and are automatically stored and can be used in the final report.

Software Modules:
- syngo.PET Neuro DB Comparison provides tools for comparing your patient scan to a database of normal individuals.
- syngo.MI Hybrid Neuro 3D

2 14421395 **syngo.mCT Neurology Engine #1+**

syngo.mCT Neurology Engine for one additional user for syngo.via only.
It does not include any additional users for the MMWP.

The syngo.mCT Neurology Engine facilitates visualization and evaluation of neurology exams on syngo.via. It assists physicians in making better-informed diagnostic and therapeutic decisions. Findings can be tracked using the findings navigator and are automatically stored and can be used in the final report.

Software Modules:
- - syngo.PET Neuro DB Comparison provides tools for comparing your patient scan to a database of normal individuals.

1 14442062 **Server HW Config L**

syngo.via server hardware configuration L.

Hewlett Packard rack mount server.

1 14413436 **HP Care Pack. 5y 24x7 HW Support**

Extended Prime HW Support for 5 years

1 14429311 **PACS-Driven Implementation Pkg.**

This PACS-Driven Implementation Package includes installation and integration services for syngo.via in a radiologic workflow mainly supported by the PACS functionality.
This package includes professional services, such as:
- Installation of the syngo.via server software on the server hardware
- Installation of the syngo.via client software on one clinical workplace for one user
- Connection to up to 5 DICOM nodes
- Image call-up of syngo.via from the PACS' user interface
- Assistance in setting up image call-up of syngo.via from the PACS' user interface. This may require the purchase of software and services from the PACS vendor.
- Configuration of basic syngo.via workflows and rules
- Integration of one syngo.via client workplace with one syngo MultiModality Workplace.
- Basic installation service for the syngo.via at the customer's site.
- Integration into the Local Area Network of the customer and to Siemens Remote Service over internet connection.

Qty	Part No.	Item Description
		- Installation of WebViewer integrated license (syngo.via SW version VA30 or higher, country restrictions might apply).
1	14429294	**Upgrade PACS to RIS Implementation** The syngo.via system has been previously installed with the PACS-Driven Implementation. It is now to be extended to the RIS-Driven Implementation Package. The RIS-Driven Implementation Package includes installation and integration services for syngo.via in a radiologic workflow mainly supported by the RIS functionality of a DICOM Modality Worklist for preprocessing of images in syngo.via. This extension package includes professional services, such as: - Assistance in setting up image call-up of syngo.via from the PACS' or RIS' user interface, if image call-up has not been installed previously. This may require the purchase of software and services from the RIS vendor. - Integration of syngo.via into the IT infrastructure using Active Directory, if it has not been configured in syngo.via previously - Configuration of DICOM Modality Worklist integration in syngo.via.
1	14444543	**syngo.via Extended Impl. Package** This package guarantees a high quality implementation and proper configuration on the Siemens backend.
1	14412656L	**Server HW Installation Standard** Basic installation of the syngo.via server hardware with the operating system at the customer's site by the hardware supplier. Integration into the Local Area Network of the customer and to Siemens Remote Service over internet connection. Please check that the following information is included in the customer quote: correct and complete delivery location, customer's contact person for implementation planning. See also the questions in the Sales Checklist, which supports you in evaluation of the customer's requirements.
1	SY_PR_VIA_L_HW	**Syngo.via Promo L HW (FMV-$7,500)**
1	PWR9390BP160	**Pwrwre 9390-160 Integrated Maint Bypass**
1	10251432	**ultraHD-PET Option -mCT (AWP)** Utilizing timing information (time-of-flight) between the two PET coincidence events, coupled with resolution recovery of HD•PET, ultraHD•PET option provides improved image signal-to-noise which can be used to either enhance image quality and/or reduce patient acquisition time. With a system timing resolution of 540 ps, the Biograph ultraHD•PET option takes PET imaging to the pinnacle of performance. HD•PET Package provides improved PET image quality compared to conventionally reconstructed images. HD•PET Package contains TrueX, an innovative image processing technique, as well as HI-REZ, and 3D iterative reconstruction. TrueX is an innovative image processing technology that is the key to achieving HD•PET performance levels. Conventional PET does not take into account the detector geometry and incorrect positioning of the LORs. HD•PET incorporates measured point spread functions (PSF) into the iterative reconstruction algorithm. Through modeling of the PSF, HD•PET more precisely accounts for the positioning of the LOR yielding visually sharper clinical images, visual improvements in contrast and in resolution. HI-REZ provides optimized image processing for maximum reconstructed image resolution for the most demanding clinical and research applications. Provides 81 (109) image planes across the 164 (221) mm axial field-of-view (2.0 mm slice spacing). Supported image matrices are 128x128, 200x200, 256x256, 400x400, and 512x512. 3D Iterative reconstruction (OSEM) provides improved image quality in the most demanding low statistics acquisitions.
1	MI_PET_PM	**MI PET Project Management** A Siemens Project Manager (PM) will be the single point of contact for the implementation of your Siemen's equipment. The assigned PM will work with the customer's facilities management, architect or building contractor to assist you in ensuring that your site is ready for installation. Your PM will provide initial and final drawings and will coordinate the scheduling of the equipment, installation, and rigging, as well as the initiation of on-site clinical education.
1	7568103L	**Project Mgmt/Site Planning (US only)**

Qty	Part No.	Item Description
1	MIPET_ELV_SN	**Elev PETSen (-$19,000)** Deinstall, freight, and/or scrapping is included in this offer.
1	MIP_EOS_SR_BONUS	**EOS Bonus PET Senior (-70,000)**
1	MIP_RIEDEL_CHILLIN	**MI PET Riedel Chiller Start-up by SBT**
1	E93PM150UMI	**Eaton 93PM-150 kW UPS** Complete system backup without interruption. One UPS per System. Includes the following: Eaton 93PM UPS Electronics Cabinet w/integrated maintenance bypass sidecar Eaton 93PM Single Battery Cabinet System (Full load back-up time @ 150kW of 7.1 minutes.) Eaton 24x7 start-up One year (24x7) warranty through Eaton Corp. Not approved for sites that require OSHPD. Optional Remote Monitoring Panel
1	4SPAS014	**Low Contrast CT Phantom & Holder**
1	MI_MCT_NEMA_XR_29	**NEMA_XR-29 Standard** This system is in compliance with NEMA XR-29 Standard Attributes on CT Equipment Related To Dose Optimization and Management, also know as Smart Dose
1	CTSDEF01	**CT Slicker** Thermoseal seams and flaps deflect fluids, reducing contaminant penetration into the cushion and table. Contaminants are retained on the tabletop or shunted to the floor. Cleanup is faster, more thorough, and contaminant build-up is reduced. Built using heavy, clear, micro matte vinyl, and top grade hook and loop fastening strips (Velcro) to better fit the specified table. Custom vinyl resists tears and minimizes radiologic interference. Latex free. Set includes CT Skirts. Shipped with main cover, a catheter bag holder, and 3 restraining belts unless otherwise noted. Includes warranty from RADSCAN Medical.
1	LAPDORNAVGRWALL	**LAP Dorado/Green/CARINAnav/Wall** Includes: Three movable solid state red crosshair lasers on a computerized rails. CARINAnav Virtual Simulation Patient Laser Marking System compatible with all DORADO laser systems. Each laser rail contains two Class II 532nm green diode lasers. Six axes adjustment. Final adjustment without removing the cover. Positioning and travel accuracy < 0.3 mm. Each rail contains a microcomputer, an absolute encoder for dual feedback position verification. Auto calibration. On-rail function processing. Variable speed laser movement. Brackets for angular installation. Bi-directional data communication between control software and the laser rails. Wilke laser alignment installation and quality assurance phantom with calibrated level and leveling plate. The CARINAnav system is LAP's state of the art tablet wireless access control unit with a modern graphical touchscreen user interface. The CARINAnav software intuitively displays three point isocenters, skin markers, MLC points, and reference points in an easy to read tabular format. Data is imported via the LAP proprietary file format interface. Key Features: In CT Room Touchscreen Tablet PC LAP Proprietary File Format Interface

SIEMENS
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40 Liberty Boulevard, Malvern, PA 19355
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SIEMENS REPRESENTATIVE
Stephen Argo - (336) 210-6178

Qty	Part No.	Item Description
		Wireless BT Communication
		Medical Grade Touchscreen Tablet Computer 10" Touchscreen Interface Docking Charger Station w/ Wall Mount Bracket Operating System: Windows 8
		One year warranty through LAP
		Installation by LAP must be included and is sold as a separate line item (LAPLI3).
1	LAPLI3	**Installation, LAP Laser System**
1	NMPET_ADDL_RIGGING	**Additional Rigging NMPET $6,734**

System Total: $1,454,292

SIEMENS

Siemens Medical Solutions USA, Inc.
40 Liberty Boulevard, 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 and Acceptance. 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"). Purchaser acknowledges that this is a commercial and not a consumer transaction. Purchaser shall be deemed to have assented to, and to have waived any objection to, this Agreement upon the earliest to occur of any of the following: Purchaser's completion or execution of this Agreement; Purchaser's acceptance of all or any part of the Products; Purchaser's issuance of a purchase order for any Products identified on Seller's quotation or proposal; or delivery of the Products to the common carrier for shipment pursuant hereto.

1.2 Refurbished/Used Products. For Products identified on this Agreement as used or refurbished Products, these Products have been previously owned and used. When delivered to Purchaser, such Products will perform in accordance with the manufacturer's specifications. Since pre-owned Products may be offered simultaneously to several customers, the availability of such Products to Purchaser cannot be guaranteed. If the Products are no longer available, Seller will use its best efforts to identify other suitable products in its inventory. If substitute products are not acceptable to Purchaser, then Seller will cancel the order and refund to Purchaser any deposits previously paid. The warranty period for any used or refurbished Products will be separately stated on the quotation.

1.3 Third Party Products. If this Agreement includes the sale of third party products not manufactured by Seller, then Purchaser agrees and acknowledges that (a) Purchaser has made the selection of these products on its own, (b) the products are being acquired by Seller solely at the request of and for the benefit and convenience of Purchaser, (c) no representation, warranty or guarantee has been made by Seller with respect to the products, (d) the obligation of Purchaser to pay Seller for the products is absolute and unconditional, (e) use of the products may be subject to Purchaser's agreement to comply with any software licensing terms imposed by the manufacturer; and (f) unless otherwise indicated by Seller in writing, Seller is not responsible for any required installation, validation, product recall, warranty service, maintenance, complaint handling, or any other applicable FDA regulatory requirements, and the Purchaser will look solely to the manufacturer regarding these services and will assert no claim against Seller with respect to these products.

2. PRICES

2.1 Quotations. Unless otherwise agreed to in writing or set forth in the quotation, all prices quoted by Seller and amounts payable by Purchaser are in U.S. dollars, and include Seller's standard packaging. The prices quoted to Seller assume that the Seller is located in, and will use the Products in, the U.S. If not, such quotation will be void. Unless otherwise stated, the quotation shall only be valid for forty-five (45) days from the date of the quotation.

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.

3. TAXES

3.1 Any sales, use or manufacturer's tax which may be imposed upon the sale or use of Products, or any property tax levied after readiness to ship, or any excise tax, license or similar fee (excluding the Medical Device Excise Tax as set forth in Section 4191 of the Internal Revenue Code of 1986, as amended) required under this transaction, shall be in addition to the quoted prices and shall be paid by Purchaser. Notwithstanding the foregoing, Seller agrees to honor any valid exemption certificate provided by Purchaser.

4. TERMS OF PAYMENT; DEFAULT

4.1 Payments; Due Date. Unless otherwise set forth in the quotation, Purchaser shall pay Seller as follows: an initial deposit of 10% of the purchase price for each Product is due upon submission of the purchase order, an additional 80% of the purchase price is due upon delivery of each Product, and the final 10% of the purchase price is due upon completion of installation or when the Products are available for first patient use, whichever occurs first. Unless otherwise agreed, all payments other than the initial deposit are due net thirty (30) days from the date of invoice. Seller shall have no obligation to complete installation until the payment due upon delivery is received. Partial shipments shall be billed as made, and payments for such shipments will be made in accordance with the foregoing payment terms.

4.2 Late Payment. A service charge of 1½% per month, not to exceed the maximum rate allowed by law, shall be made on any portion of Purchaser's outstanding balance which is not paid when due. Payment of such service charge shall not excuse or cure Purchaser's breach or default for late payment.

4.3 Payment of Lesser Amount. If Purchaser pays, or Seller otherwise receives, a lesser amount than the full amount provided for under this Agreement, such payment shall not constitute or be construed other than as on account of the earliest amount due Seller. No endorsement or statement on any check or payment or elsewhere shall constitute or be construed as an accord or satisfaction.

4.4 Where Payment Due Upon Installation or Completion. Should any terms of payment provide for either full or partial payment upon completion of installation or thereafter, and completion of installation is delayed for any reason for which Seller is not responsible beyond the installation date set forth in the Notice to Manufacture Letter issued by Seller, as applicable, then the balance of payments shall be due on the day following such installation date.

4.5 Default; Termination. Each of the following shall constitute an event of default under this Agreement: (i) a failure by Purchaser to make any payment when due; (ii) a failure by Purchaser to perform any other obligation under this Agreement within thirty (30) days of receipt of written notice from Seller; or (iii) the commencement of any insolvency, bankruptcy or similar proceedings by or against Purchaser.

Upon the occurrence of any event of default, at Seller's election: (a) the entire amount of any indebtedness and obligation due Seller under this Agreement and interest thereon shall become immediately due and payable; (b) Seller may suspend the performance of any of Seller's obligations hereunder, including, but not limited to, obligations relating to delivery, installation and warranty services; (c) Purchaser shall put Seller in possession of the Products upon demand; (d) Seller may sell or otherwise dispose of all or any part of the Products and apply the proceeds thereof against any indebtedness or obligation of Purchaser under this Agreement; (e) if this Agreement or any indebtedness or obligation of Purchaser under this Agreement is referred to an attorney for collection or realization, Purchaser shall pay to Seller all costs of collection and realization (including, without limitation, a reasonable sum for attorneys' fees); and Purchaser shall pay any deficiency remaining after collection of or realization by Seller on the Products. In addition, Seller may terminate this Agreement upon written notice to Purchaser in the event that Purchaser is not approved for credit or upon the occurrence of any material adverse change in the financial condition or business operations of Purchaser.

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

5. EXPORT TERMS

5.1 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 have sole responsibility to procure all necessary permits and licenses for shipment and compliance with any governmental regulations concerning control of final destination of Products.

5.2 Purchaser agrees that 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 applicable export Control and US Sanction 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. 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 as set forth in the Notice to Manufacture Letter issued by the Seller, as applicable. Seller shall make reasonable efforts to meet such delivery date(s).

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

(a) For Products that do not require installation by Seller, and for options and add-on products purchased subsequent to delivery and installation of Products purchased under this Agreement, delivery shall be complete upon transfer of possession to common carrier, F.O.B. Shipping Point, whereupon title to and all risk of loss, damage to or destruction of the Products shall pass to Purchaser.
(b) For Products that require installation by Seller, delivery shall be complete upon delivery of the Products to Purchaser's designated site, F.O.B. Destination; whereupon title to and all risk of loss, damage to or destruction of such Products shall pass to Purchaser upon completion of delivery.
(c) All freight charges and other transportation, packing and insurance costs, license fees, custom duties and other similar charges shall be the sole responsibility of Purchaser unless included in the purchase price or otherwise agreed to in writing by Seller. In the event of any loss or damage to any of the Products during shipment, Seller and Purchaser shall cooperate in making any insurance claim.

7. SECURITY INTEREST/FILING

7.1 Purchaser grants to Seller a security interest in the Products until payment in full by Purchaser. Purchaser shall sign any financing statements or other documents necessary to perfect Seller's security interests in the Products. Purchaser further represents and covenants that (a) it will keep the Products in good order and repair until the purchase price has been paid in full, (b) it will promptly pay all taxes and assessments upon the Products or the use thereof, (c) it will not attempt to transfer any interest in the Products until the purchase price has been paid in full, and (d) it is solvent and financially capable of paying the full purchase price for the Products.

8. CHANGES, CANCELLATION, AND RETURN

8.1 Orders accepted by Seller are not subject to change except upon Seller's written agreement.
8.2 Orders accepted by Seller are non-cancellable by Purchaser except upon Seller's written consent and payment by Purchaser of a cancellation charge equal to 10% of the price of the affected Products, plus any shipping, insurance, inspection and refurbishment charges; the cost of providing any training, education, site evaluation or other services completed by Seller; and any return, cancellation or restocking fees with respect to any Third Party Products ordered by Seller on behalf of Purchaser. Seller may retain any payments received from Purchaser up to the amount of the cancellation charge. In no event can an order be cancelled by Purchaser or Products be returned to Seller after shipment.
8.3 Seller reserves the right to change the manufacture and/or design of its Products if, in the judgment of Seller, such change does not alter the general function of the Products.

9. FORCE MAJEURE

9.1 Seller shall not be liable for any loss or damage for delay in delivery, inability to install or any other failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God or the public, war, civil commotion, blockades, embargoes, calamities, floods, fires, earthquakes, explosions, storms, strikes, lockouts, labor disputes, or unavailability of labor, raw materials, power or supplies. Should such a delay occur, Seller may reasonably extend delivery or production schedules or, at its option, cancel the order in whole or part without liability other than to return any unearned deposit or prepayment.

10. WARRANTY

10.1 Seller warrants that the Products manufactured by Seller and sold hereunder shall be free from defects in material or workmanship under normal use and service for the warranty period. The final assembled Products shall be new although they may include certain used, reworked or refurbished parts and components (e.g., circuit boards) that comply with performance and reliability specifications and controls. Seller's obligation under this warranty is limited, at Seller's option, to the repair or replacement of the Product or any part thereof. Unless otherwise set forth in the Product Warranty attached hereto and incorporated herein by reference ("Product Warranty"), the warranty period shall commence upon the earlier of the date that the Products have been installed in accordance with Section 12.5 hereof (which date shall be confirmed in writing by Seller) or first patient use, and shall continue for twelve (12) consecutive months. Seller makes no warranty for any Products made by persons other than Seller or its affiliates, and Purchaser's sole warranty therefor, if any, is the original manufacturer's warranty, which Seller agrees to pass on to Purchaser, as applicable. The warranty provided by Seller under this Section 10 extends only to the original Purchaser, unless the Purchaser obtains the Seller's prior written consent with respect to any sale or other transfer of the Products during the term of the warranty.
10.2 No warranty extended by Seller shall apply to any Products which have been damaged by fire, accident, misuse, abuse, negligence, improper application or alteration or by a force majeure occurrence as described in Section 9 hereof or by the Purchaser's failure to operate the Products in accordance with the manufacturer's instructions or to maintain the recommended operating environment and line conditions; which are defective due to unauthorized attempts to repair, relocate, maintain, service, add to or modify the Products by the Purchaser or any third party or due to the attachment and/or use of non-Seller supplied parts, equipment or software without Seller's prior written approval; which failed due to causes from within non-Seller supplied equipment, parts or software including, but not limited to, problems with the Purchaser's network; or which have been damaged from the use of operating supplies or consumable parts not approved by Seller. In addition, there is no warranty coverage for any transducer or probe failure due to events such as cracking from high impact drops, cable rupture from rolling equipment over the cable, delamination from cleaning with inappropriate solutions, or TEE bite marks. Seller may effectuate any repairs at Purchaser's facility, and Purchaser shall furnish Seller safe and sufficient access for such repair. Repair or replacement may be with parts or products that are new, used or refurbished. Repairs or replacements shall not interrupt, extend or prolong the term of the warranty. Purchaser shall, upon Seller's request, return the non-complying Product or part to Seller with all transportation charges prepaid, but shall not return any Product or part to Seller without Seller's prior written authorization. Purchaser shall pay Seller its normal charges for service and parts for any inspection, repair or replacement that falls outside of Seller's warranty. Seller's warranty does not apply to consumable materials, disposables, supplies, accessories and collateral equipment, except as specifically stated in writing or as otherwise set forth in the Product Warranty.
10.3 This warranty is made on condition that immediate written notice of any noncompliance be given to Seller and Seller's inspection reveals that Purchaser's claim is covered under the terms of the warranty (i.e., that the noncompliance is due to traceable defects in original materials and/or workmanship).
10.4 Purchaser shall provide Seller with both on-site and remote access to the Products. The remote access shall be provided through the 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 PRODUCT WARRANTY. SUCH WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSES, AND SUCH CONSTITUTES THE SOLE AND EXCLUSIVE WARRANTY MADE WITH RESPECT TO THE PRODUCTS, SERVICE OR OTHER ITEM FURNISHED UNDER THIS AGREEMENT.
10.7 In the event of any inconsistencies between the terms of this Section 10 and the terms of the Product Warranty, the terms of the Product Warranty shall prevail.

11. LIMITATION OF LIABILITY

11.1 In no event shall Seller's liability hereunder exceed the actual loss or damage sustained by Purchaser, up to the purchase price of the Products. The foregoing limitation of liability shall not apply to claims for bodily injury or damages to real property or tangible personal property to the extent arising from Seller's negligence or a product defect.
11.2 SELLER SHALL NOT BE LIABLE FOR ANY LOSS OF USE, REVENUE OR ANTICIPATED PROFITS; COST OF SUBSTITUTE PRODUCTS OR SERVICES; LOSS OF STORED, TRANSMITTED OR RECORDED DATA; OR FOR ANY INDIRECT, INCIDENTAL, UNFORESEEN, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY OR FORM OF ACTION, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY THEREOF, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SALE OR USE OF THE PRODUCTS. THE FOREGOING IS A SEPARATE, ESSENTIAL TERM OF THIS AGREEMENT AND SHALL BE EFFECTIVE UPON THE FAILURE OF ANY REMEDY, EXCLUSIVE OR NOT.

12. INSTALLATION - ADDITIONAL CHARGES

12.1 General. Unless otherwise expressly stipulated in writing, the Products

shall be installed by and at the expense of Seller except that Seller shall not provide rigging or site preparation services unless otherwise agreed to in writing by Seller for an additional charge. Seller will not install accessory items such as cabinets, illuminators, darkroom equipment or processors for X-Ray and CT equipment, unless otherwise agreed to in writing by Seller.

12.2 Installation by Seller. If Seller specifies it will install the Products, the following applies: subject to fulfillment of the obligations set forth in Section 12.3 below, Seller shall install the Products and connect them to the requisite safety switches and power lines to be installed by Purchaser. Except as otherwise specified below, if such installation and connection are performed by Seller's technical personnel, prices shown include the cost thereof, provided that the installation and connection can be performed within the Continental United States or Puerto Rico and during normal business hours. Any overtime charges or other special expenses shall be additional charges to the prices shown.

12.3 Purchaser's Obligations. Purchaser shall, at its expense, provide all proper and necessary labor and materials for plumbing service, carpentry work, conduit wiring, and other preparations required for such installation and connection. All such labor and materials shall be completed and available at the time of delivery of the Products by Seller. Additionally, Purchaser shall provide free access to the installation site and, if necessary, safe and secure space for storage of Products and equipment prior to installation by Seller. Purchaser shall be responsible, at its sole cost and expense, for obtaining all permits, licenses and approvals required by any federal, state or local authorities in connection with the installation and operation of the Products, including but not limited to any certificate of need and zoning variances. Purchaser shall provide a suitable environment for the Products and shall ensure that its premises are free of hazardous conditions and any concealed or dangerous conditions and that all site requirements are met. Seller shall delay its work until Purchaser has completed the removal of any 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. If local labor conditions, including a requirement to use union labor, require the use of non-Seller employees to participate in the installation of the Product or otherwise causes delays or any additional expenses, then any such additional costs shall be at Purchaser's expense.

12.4 Regulatory Reporting. In the event that any regulatory activity is performed by anyone other than Seller's authorized personnel, then Purchaser shall be responsible for fulfilling any and all reporting requirements.

12.5 Completion of Installation. Installation shall be complete upon the conclusion of final calibration and checkout under Seller's standard procedures to verify that the Products meet applicable written performance specifications. Notwithstanding the foregoing, first use of the Products by Purchaser, its agents or employees for any purpose after delivery shall constitute completion of installation.

13. PATENT, COPYRIGHT AND OTHER INFRINGEMENT CLAIMS

13.1 Infringement by Seller. Seller warrants that the Products manufactured by Seller and sold hereunder do not infringe any U.S. patent or copyright. If Purchaser receives a claim that any such Products, or parts thereof, infringe upon the rights of others under any U.S. patent or copyright, Purchaser shall notify Seller immediately in writing. Provided that Purchaser gives Seller information, assistance and exclusive authority to evaluate, defend and settle such claims, Seller shall at its own expense and option: indemnify and defend Purchaser against such claims; settle such claims; procure for Purchaser the right to use the Products; or remove or modify them to avoid infringement. If none of these alternatives is available on terms reasonable to Seller, then Purchaser shall return the Products to Seller and Seller shall refund to Purchaser the purchase price paid by Purchaser less reasonable depreciation for Purchaser's use of the Products. The foregoing states Seller's entire obligation and liability, and Purchaser's sole remedy, for claims of infringement.

13.2 Infringement by Purchaser. If some or all of the Products sold hereunder are made by Seller pursuant to drawings or specifications furnished by Purchaser, or if Purchaser modifies or combines, operates or uses the Products other than as specified by Seller or with any product, data, software, apparatus or program not provided or approved by Seller, then the indemnity obligation of Seller under Section 13.1 shall be null and void.

14. DESIGNS AND TRADE SECRETS; LICENSE; CONFIDENTIALITY

14.1 Any drawings, data, designs, software programs or other technical information supplied by Seller to Purchaser in connection with the sale of the Products shall remain Seller's property and shall at all times be held in confidence by Purchaser.

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

14.3 Seller and Purchaser shall maintain the confidentiality of any information provided or disclosed to the other party relating to the business, customers and/or patients of the disclosing party, as well as this Agreement and its terms (including the pricing and other financial terms under which the Purchaser will be purchasing the Products). Each party shall use reasonable care to protect the confidentiality of the information disclosed, but no less than the degree of care it would use to protect its own confidential information, and shall only disclose the other party's confidential information to its employees and agents having a need to know this information. The obligations of confidentiality set forth herein shall not apply to any information in the public domain at the time of disclosure or that is required to be disclosed by court order or by law.

15. ASSIGNMENT

15.1 Neither party may assign any rights or obligations under this Agreement without the prior written consent of the other, which shall not be unreasonably withheld. Any attempt to do so shall be void, except that Seller may assign this Agreement without consent to any subsidiary or affiliated company, and may delegate to authorized subcontractors or service suppliers any work to be performed under this Agreement so long as Seller remains liable for the performance of its obligations under this Agreement. This Agreement shall inure to and be binding upon the parties and their respective successors, permitted assigns and legal representatives.

16. COSTS AND FEES

16.1 In the event that any dispute or difference is brought arising from or relating to this Agreement or the breach, termination or validity thereof, the prevailing party shall be entitled to recover from the other party all reasonable attorneys' fees incurred, together with such other expenses, costs and disbursements as may be allowed by law.

17. MODIFICATION

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

18. GOVERNING LAW; WAIVER OF JURY TRIAL

18.1 This Agreement shall be governed by the laws of the state where the Product(s) will be installed, without regard to that state's choice of law principles.

18.2 EACH OF THE PARTIES EXPRESSLY WAIVES ALL RIGHTS TO A JURY TRIAL IN CONNECTION WITH ANY DISPUTE UNDER THIS AGREEMENT.

19. COST REPORTING

19.1 Purchaser agrees that it must fully and accurately report prices paid under this Agreement, net of all discounts, as required by applicable law and contract, including without limitation 42 CFR §1001.952(h),in all applicable Medicare, Medicaid and state agency cost reports. Purchaser shall retain a copy of this Agreement and all other communications regarding this Agreement, together with the invoices for purchase and permit agents of the U.S. Department of Health and Human Services or any state agency access to such records upon request.

20. INTEGRATION

20.1 These terms and conditions, including any attachments or other documents incorporated by reference herein, constitute the entire, complete and exclusive statement of agreement with respect to the subject matter hereof, and supersede any and all prior agreements, understandings and communications between the parties with respect to the Products. Purchaser's additional or different terms and conditions stated in a purchase order, bid documents or any other document issued by Purchaser are specifically rejected and shall not apply to the transactions contemplated under this Agreement.

21. SEVERABILITY; HEADINGS

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

22. WAIVER

22.1 No failure and no delay in exercising, on the part of any party, any right under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right preclude the further exercise of any other right.

23. NOTICES
23.1 Any notice or other communication under this Agreement shall be deemed properly given if in writing and delivered in person or mailed, properly addressed and stamped with the required postage, to the intended recipient at its address specified on the face hereof.

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

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

26. ACCESS TO BOOKS AND RECORDS
26.1 To the extent required by Section 1861(v)(1)(I) of the Social Security Act and the regulations promulgated thereunder, until the expiration of four (4) years after the furnishing of any Product or service pursuant to this Agreement, Seller shall make available, upon written request by the Secretary of Health and Human Services (the "Secretary"), or upon request by the Comptroller General (the "Comptroller"), or any of their duly authorized representatives, copies of this Agreement and any books, documents, records or other data of Seller that are necessary to certify the nature and extent of any costs incurred by Purchaser for such Products and services. If Seller carries out any of its duties under this Agreement through a subcontract with a related organization involving a value or cost of ten thousand dollars ($10,000) or more over a twelve (12) month period, Seller will cause such subcontract to contain a clause to the effect that, until the expiration of four (4) years after the furnishing of any Product or service pursuant to said contract, the related organization will make available upon the written request of the Secretary or the Comptroller, or any of their duly authorized representatives, copies of records of said related organization that are necessary to certify the nature and extent of cost incurred by Purchaser for such Product or service.

27. DISPOSITION OF PRODUCTS
27.1 Purchaser expressly agrees that should Purchaser sell, transfer or otherwise dispose of the Products, Purchaser shall notify Seller in writing and give Seller the opportunity to purchase such Products. With Purchaser's notice, Purchaser shall provide Seller with a copy of the third party's binding offer to purchase the Products and Seller shall have seven (7) days to notify the Purchaser of an offer to purchase the Products.

05/15 Rev.

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

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SIEMENS REPRESENTATIVE
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Addendum for *syngo.via*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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- 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).

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(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/.

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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. Title to the trade-in equipment shall pass to Siemens upon the earlier of de-installation of the trade-in equipment or installation/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 3.5% of the total trade-in value plus any additional value provided by an Elevate/Promotional program included in this quotation (no less than $1000) for each month, or part thereof, that access is denied. In addition, if the purchase and installation of the new equipment covered by this Quotation is not completed, then Seller shall invoice Purchaser for all costs and expenses incurred by Seller in connection with the de-installation and removal of the trade-in equipment, including but not limited to labor, materials, rigging out, and transportation, which costs shall be paid by Purchaser within thirty (30) days of the invoice date.

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

Product (New Systems and "ECO" Refurbished Systems Only)	**Period of Warranty**[1]	**Coverage**	
MI-SPECT System or MI-PET System (not including radioactive sources and consumables)	12 months	Full Warranty (parts & labor, including ALL CT tubes)	

Post-Warranty (after expiration of system warranty) – Replacement parts only!			
Straton CT tubes	Prorated to a maximum of 160,000 scan-seconds or 12 months whichever occurs first	Prorated credit given to customer against replacement cost	credit percentage = (160,000 – scan-seconds used) / 160,000*100
Dura Akron Q CT tubes	Prorated to a maximum of 120,000 scan-seconds or 12 months whichever occurs first	Prorated credit given to customer against replacement cost	credit percentage = (120,000 – scan-seconds used) / 120,000*100
All other Dura CT tubes	Prorated to a maximum of 130,000 scan-seconds or 12 months whichever occurs first	Prorated credit given to customer against replacement cost	credit percentage = (130,000 – scan-seconds used) / 130,000*100
Radioactive sources	Not covered		
Spare parts	6 months	Parts only	
Consumables	Not covered		

Note: Optional Extended Warranty Coverage can be obtained by purchase of a service agreement.

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

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syngo.via Warranty Information

Product	Period of Warranty[1]	Coverage
syngo.via Application	Twelve (12) months	(a) Seller shall correct any failure of that Application to perform substantially in accordance with its Documentation (b) Seller shall provide periodic Updates and Releases (as those terms are defined in the Addendum for syngo.via) to that Application and Documentation of these items at no additional license fee, except that Seller reserves the right to charge for Updates and Releases that provide new features or capabilities.
syngo.via Server	The OEM warranty that is passed through to Purchaser is three (3) years from delivery	(a) Seller warrants that server will be ordered new from Seller's supplier(s) and will include the manufacturer's standard end-user warranty for the duration stated in the Sales proposal; (b) Seller will pass through to Purchaser all assignable end-user warranties from the server's manufacturer; (c) Use of the server may be subject to the Purchaser's agreement to comply with any software licensing terms imposed by the manufacturer for operating system and other software included with the server; and (d) The manufacturer, and not Seller, is solely responsible for any required product recall, warranty service, maintenance, support, and complaint handling, as well as any other applicable FDA regulatory requirements.

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.

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Detailed Technical Specifications

Biograph mCT S 20

Part No. / Product	Description
14422098 **Biograph mCT-S(20)**	The Biograph mCT•S is a whole-body PET•CT tomograph designed for the purposes of oncological, neurological and cardiac imaging and diagnosis. With a single noninvasive procedure, the Biograph produces remarkable CT and PET•CT images that reveal highly-detailed anatomy and biological processes at the molecular level. The Biograph mCT provides: - high performance spiral computed tomography (CT) imaging and applications. - high-resolution, high-count rate, positron emission tomography (PET) imaging of metabolic and physiologic processes. - high quality anatomic and metabolic image registration for optimal lesion detection and identification within the body. - high quality attenuation correction and scatter correction for PET imaging. Scope of Delivery: Scanning Unit (Integrated PET•CT Gantry) The fully integrated PET•CT gantry incorporates CT and PET detector assemblies and electronics in an efficient, compact design that reduces data transmission noise and increases system reliability. The large gantry opening, continuous patient port and short tunnel length provide ease of positioning for up to 500 lb (227 kg) patients and help to minimize patient claustrophobia. Quad operator controls on gantry for positioning from either side of patient from either the front or rear. Dual gantry displays (front and rear) for system status. CT System The CT imaging capability of the Biograph mCT consists of a 20-slice CT featuring a full range of SPIRAL CT clinical applications with high performance. Gantry: Aperture: 78 cm; power supplied via low-voltage slipring. Rotational speed of the gantry: 120 rpm with a rotation time of 500 ms. Scanning system: Adaptive Array Detector (AAD) system based on UFC™ (ultrafast ceramics) with up to 14,720 elements depending on configuration, and 1472 measuring channels per slice (the measuring system can contain replacement components). STRATON tube high-performance X-ray system: The STRATON tube provides direct oil cooling of the anode with the ball bearings located outside the vacuum. The direct anode cooling and the small and compact design of the anode eliminates the need for heat storage capacity (equivalent of 50 MHU) and enables an unprecedented cooling rate of 7.3 MHU/min. Therefore cooling delays between multiple long range scans are eliminated, even for large patients. Tube current range: 20-666 mA. Focal spot size according to IEC 60336: 0.7 x 0.7mm/7°, 0.9 x 1.1mm/7°. Computer controlled monitoring of anode temperature, multifan principle with flying focal spot. 80 kW X-ray generator: Microprocessor-controlled, low-noise high-frequency generator with integrated, automatic self-testing system for continuous monitoring of operation. Settings: High-voltage range 70, 80,100, 120 and 140 kV; power max. 80 kW, adjustable in fine steps. PET System

Part No. / Product	Description
(Continued) **14422098** **Biograph mCT-S(20)**	The PET imaging capability of the Biograph mCT consists of the multi-LSO-detector ring system with 3D acquisition and reconstruction and and 81 (optional 109) image planes with a 164 (optional 221) mm axial field of view. OptisoHD detection system provides: - High spatial slice resolution in trans-axial and axial dimensions. - Slice spacing (2 mm) optimized for speed and resolution. - Pico-3D ultra fast electronics for decreased deadtime and high signal-to-noise. - ACS 4 acquisition computer system for high countrate capability. - PRS reconstruction system for fast reconstruction of PET data. - Three-dimensional display of organs with a large axial view. - Excellent volume sensitivity. - Fast acquisition and reconstruction at any available matrix size. - Unique block detector technology provides excellent temporal and energy resolution response. - Simultaneous data acquisition and image reconstruction for high patient throughput. - Static and whole body acquisition capability. - 842 mm detector ring diameter. - 78 cm gantry aperture. - 70 cm transverse field of view - 164 (optional 221) mm axial field of view. - Unique, accurate Patient Handling System. - TrueC advanced scatter correction technique Patient Handling System The Biograph mCT patient handling system (PHS) has a unique reinforced cantilever design that ensures reliable patient support with the highest weight capacity and minimal pallet deflection. As one of the pillars of SMART (Siemens Molecular & Anatomical Registration Technologies), the PHS provides: - Reinforced cantilever design for maximum patient support and absolute positioning between PET and CT scan. - Integrated patient table design for easy patient positioning. - Low attenuation carbon fiber pallet. - 43 cm vertical motion range. - Maximum 203 cm PETCT co-scan range (198 cm with TrueV option). - Low attenuation head holder, table extensions, head-arm support, knee-leg support. - Maximum patient weight of 227 kg (500 lbs.). Control and evaluation unit: CT control box with intercom system with user-programmable patient instruction system. Dual monitors (19 inch (48 cm) LCD flat panel displays), keyboard and mouse for syngo Acquisition Workplace. Computer system: The computer system of the Biograph mCT consists of four components. - syngo Acquisition Workplace console for the planning and execution of the CT examination, including evaluation and management of the CT images - Reconstruction computer for the preprocessing and reconstruction of the CT data - PET acquisition system (ACS 4) - PET data reconstruction system (PRS) with supported image reconstruction of 128 x 128, 200 x 200 and 256 x 256 (optional 400 x 400 and 512 x 512). The syngo Acquisition Workplace console consists of a high-performance Celsius Windows 7 based computer with Quad Xeon processor, 8 GB RAM, 300 GB storage capacity for 480,000 images, DVD DICOM with 4.7 GB media for 8,000 images. External USB 2.0 devices for data storage are supported (recommended: Iomega 160 GB External Hard Drive Hi-Speed USB 2.0; Maxtor One Touch 160 GB External Hard Drive). The CT reconstruction computer contains a cluster of high-performance processors performing the

Part No. / Product	Description
(Continued) **14422098** **Biograph mCT-S(20)**	preprocessing and reconstruction of the CT data at up to 40 images/sec (512x512). Raw data memory is 900 GB. The PET acquisition system (ACS 4) provides high performance acquisition and sorting of 3D coincidence events. Supports 3D static and 3D whole body acquisition modes. Contains dual Xeon processors with a total of 64 GB RAM. Disk storage of 1.0 TB for PET raw data is provided. The PET reconstruction system (PRS) provides fast 3D image reconstruction of the PET raw data. Iterative and backprojection are supported. Contains Xeon CPU with six core processors, Tesla K40 GPU, 16 GB RAM. Disk storage of 1.0 TB for PET raw data. syngo User Software: syngo features an intuitive and thus easy-to-learn user interface. syngo visualizes the examination in individual process steps on so-called task cards, such as patient registration or examination card. A Large number of functions and input parameters as well as the language used can be selected according to individual requirements. Frequently repeated processes can be automated and saved. Patient registration - The system can accept patient data in different ways. These include entering the data via keyboard or transfer of a worklist via network. DICOM Worklist: Software module for accepting lists of patient data and exam requirements from a Radiology Information Systems (RIS) via DICOM Get Worklist functionality. The program enables very efficient working and ensures consistent patient data. Examination card - The scanner is supplied with a large number of predefined CT and fully integrated PET•CT examination protocols, making examination planning a very fast and efficient procedure. Viewing card - On the viewing card it is possible to move interactively with the mouse through the image volume of the ongoing examination. The images of different examinations can be displayed in parallel for comparison. A large number of functions are available for evaluation, documentation and archiving. Filming card - A virtual film sheet shows a 1:1 display of the film sheets to be printed out, thus permitting an effective preview of the filming job and re-windowing the images, as well as providing a large number of evaluation functions. Layout changes are possible interactively with up to 64 images. The printout parameters for the ongoing auto-filming running parallel to acquisition or reconstruction are also defined with the filming card. 3D card - The 3D task card contains the User Interface for the operation of the MIP (Maximum Intensity Projection), SSD (Surface Shaded Display), MPR (Multi-planar Reconstruction) three-dimensional post-processing. The 3D card also features an intuitive and fast bone removal function for CTA post processing and presentation. 3D VRT - Advanced 3D functionality as an extension to the basic 3D viewer, containing volume rendering technique (VRT) and advanced editing functions. Advanced 3D application package for the optimal display and differentiation of different organs through independent control of color, opacity, and shading in up to 4 tissue classes. CT Angio: Software for the reconstruction of angular projections from the images of a spiral data record for the display and diagnosis e.g. of aneurysms, plaques, stenoses, vascular anomalies or vascular origins. MIP: Maximum Intensity Projection, MinIP: Minimum Intensity Projection and Thin MIP available. Interfering or irrelevant parts of the image can be eliminated with the integrated volume editor. The angular projections are reconstructed around a definable axis, whereby the maximum CT values in this direction are selected for each angular projection. The resulting images can be viewed with the CINE function as a series of images with a 3D image effect. Workstream – Planning and reconstruction of diagnostic CT coronal, sagittal, oblique and MIP images can take place directly after scanning. DynEva card: Software for dynamic evaluation of the contrast enhancement in organs and types of tissues, enabling the reconstruction of - Time-density curves (up to 5 ROIs) - Peak-enhancement images - Time-to-peak images. Video Capture and Editing Tool: Software contains integrated solution for imaging and visualization of 4D information, allowing the generation and editing of video files for improved diagnoses, recording and teaching. A wide range of multimedia formats is supported, e.g. AVI, Flash (SWF), GIF, QuickTime (MOV), streaming video.

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Part No. / Product	Description
(Continued) **14422098** **Biograph mCT-S(20)**	HD FoV Pro - Extended Field of View - option which allows visualization of objects with a CT FOV up to 78 cm., and improved CT image quality beyond the traditional 50 cm CT FOV for improved PET attenuation correction. TrueD Basic: Single-mode, single timepoint layout for displaying the PET and CT either fused or side-by-side comparison with viewer formats and color map tables. Support for 3D spherical regions-of-interest with units of Bq/ml or Standard Uptake Value (SUV). Allows re-registration of PET to CT data for correction of misregistration as a result of patient motion. Media Viewer: Provides basic viewing capabilities in a portable Windows-based application that can be burned to media (CD, DVD) along with patient images. Not intended for diagnostic use. - Review volume datasets from CT and PET - Supports viewing single-modality or fused images - View linked axial, coronal, and sagittal views - Navigate in three dimensions - View MIP images correlated to axial, coronal, and sagittal views - Blend fused images - Quantify Hounsfield units, SUV CARE Solutions: UFC Detector: Up to 30% dose reduction compared to conventional CT detectors. High efficiency for low mAs requirements enable best possible image quality with low patient dose. CARE Filter: Specially designed X-ray exposure filter installed at the tube collimator. Up to 25% dose reduction with increased image quality. With the introduction of Siemens' unique FAST CARE platform, the Biograph mCT is set to raise the standard of patient-centric productivity. Utilizing FAST – Fully Assisting Scanner Technologies -, typically time-consuming and complex procedures during the scan process are extremely simplified and automated, not only improving workflow efficiency, but optimizing the overall clinical outcome by creating reproducible results, making diagnosis more reliable and reducing patient burden through streamlined examinations. FAST Scan Assistant: An intuitive user interface for solving conflicts by changing the scan time, resp. the pitch and/or the maximum tube current manually. FAST Adjust: assists the user to handle system settings in a fast and easy way by automatically solving of conflicts within user defined limits by one single click on the FAST Adjust button. The limits for scan time and tube current per scan are defined via the Scan Protocol Assistant. FAST Adjust offers an undo functionality to return to previously set values. CARE kV: Automated, organ-sensitive voltage setting to optimize contrast-to-noise-ratio and reduce dose by up to 60%. CARE Profile: Visualization of the dose distribution along the topogram prior to the scan. CARE Dashboard: Visualization of activated dose reduction features and technologies for each scan range of an examination. CARE Child - Pediatric Protocols: Special examination protocols with 70 or 80 kV and a large range of adjustable mAs values for optimum adaptation of the radiation exposure to the age and weight of the child to be examined. CARE Topo: Real-time topogram, Manual interruption possible once desired anatomy has been imaged. CARE Bolus: Operating mode for CM-enhancement triggered data acquisition. The objective is optimum utilization of the contrast medium bolus in its "plateau" phase in the target organ. This option has been especially adapted to the increased speed and timing requirements resulting from the multirow capability and faster rotation. The CM enhancement is observed via monitoring scans in a user-defined ROI with a trigger threshold. As soon as the enhancement reaches its predefined threshold, the spiral scan is triggered as quickly as possible. License for software use on one modality. CARE Dose4D: This software feature provides automatic, real-time x-ray dose management for all scan modes.

Part No. / Product	Description
(Continued) **14422098** **Biograph mCT-S(20)**	The minimal x-ray dose level needed to obtain optimal image quality is determined from extensive computer analysis of the Topogram image and also from the data collected during every slice scanned, on a real time basis. This automatic approach ensures optimal image quality at the lowest possible x-ray dose. CARE Dose4D uses at first a automated adjustment of the dose level depending on patient size based on the attenuation values obtained from the standard topogram along the patient axis. In addition CARE Dose4D uses a real-time adaptation of the tube current during the scan based on the actual attenuation of the X-ray beam measured around the patient. Up to 2,320 projections are evaluated per second to optimize the mA level instantaneously. In combination with the extreme adjustment speed of the tube current, CARE Dose4D ensures consistent high quality images in every anatomical position. And that's at anytime with the minimal possible X-ray dose. Several clinical benefits are achieved with CARE Dose4D: - Significant x-ray dose reduction (up to 68 %) possible for all body regions scanned compared with standard sequence or spiral scanning; - Consistent, optimal image quality with the x-ray dose level unique for every patient and for every anatomical region; - Thinner axial slices and/or longer scan ranges possible because of reduced tube loading; - Ultra-low dose examinations for pediatric patients. CARE Dose Configurator: Enhancement of Siemens' renowned real-time dose modulation CARE Dose4D, introducing new reference curves for each body region and for each body habitus allowing to adjust the configuration even more precisely to the patient's anatomy. Dose Notification: As requested by the new release of the standard IEC 60601 3rd edition, the Biograph mCT provides the ability to set dose reference values (CTDIvol, DLP) for each scan range. If these reference values are exceeded the Dose Notification window informs the user. Dose Alert: As requested by the new release of the standard IEC 60601 3rd edition, the Biograph mCT automatically adds up CTDIvol and DLP depending on z-position (scan axis). The Dose Alert window appears, if either of these cumulative values exceeds a user-defined threshold. Adaptive Dose Shield eliminates clinically irrelevant radiation in every spiral scan, adding to the lowest possible dose that CARE Solutions provide. Examination and Evaluation Functions: Topogram: Scanning perspectives: a.p., p.a., lat.; length of scan field: 128 - 2200 mm, width of scan field: 512 mm, 1.5 - 20s. The topogram can be switched off manually when the desired examination length is reached. Tomogram: Scan field size: 50 cm. Standard scan times: 0.33 (optional), 0.5 and 1 seconds. Slice thickness in sequence: 0.6, 0.75,1, 1.2, 1.5, 2.0, 2.4, 3, 3.6, 4.0, 4.8, 5, 6, 7, 7.2, 8, 9, 10, 12, 14.4, 15 mm Slice thickness in spiral: 0.6, 0.75, 1.0, 1.5, 2, 3, 4, 5, 6, 7, 8, 10 mm Real-time image display. Immediate image reconstruction and display without time delay simultaneously to data acquisition in 512 x 512 matrix size. Spiral: Scanning technique for continuous volume scans with continuous table feed in multirotation mode. Max. scan time 100 seconds with full low-contrast resolution. Volume length 1940 mm with full low-contrast resolution. Selection of the pitch factor between 0.35 and 1.5 depending on scan mode. Selection of up to 33 separately parameterizable examination ranges in a patient protocol. In addition individual anatomic sections can be successively combined and then scanned automatically. Storage of up to 10,000 examination protocols. Rotation times/cycle: 0.5 sec and 1 sec. Dynamic: Program for functional dynamic examinations. Serial scanning technique in one slice position with variable scan cycle times. Serio sequential examination without table feed: Up to 100 scans in uninterrupted, continuous sequence without table feed. Scan cycle time: 0.75 - 60 seconds. Multiscan spiral examination without table feed: Continuous multirotational data acquisition in one slice position. Quantitative evaluation and graphical display of time-density curves. WorkStream4D with Asynchronous Recon: 4D workflow with direct generation of axial, sagittal, coronal, or double-oblique images from standard scanning protocols. Elimination of manual reconstruction steps. Asynchronous Recon allows for multiple image reconstructions and reformats, parallel to scanning. With this feature, up to eight reconstruction job requests can be loaded into a scan protocol. Immediately upon completion of the scan acquisition, these reconstruction jobs are automatically executed in the background without delaying the start of next patient examination.

Part No. / Product	Description
(Continued) **14422098** **Biograph mCT-S(20)**	Image reconstruction and storage: Image reconstruction in full resolution (512 x 512 matrix) takes place during the examination with up to 40 images per second, with full cone beam reconstruction, z-Sharp Technology and full image quality. Reconstruction fields of 5 cm to 50 cm through raw data zoom with the possibility of freely selecting the image center either prospectively before each scan or retrospectively. Reconstructions of different slice thicknesses from a single raw data record, e.g. lung soft tissue and lung high-contrast with CombiScan, with simultaneous suppression of partial volume artifacts. Up to 8 reconstructions per scan range can be predefined with the examination protocol. Patient-related storage of the image and raw data. Image display: 1024 x 1024 display matrix; screen splitting configurable up to 64 image segments; CT value scale from -1024 to +3071 HU. For very dense objects, the CT value scale can be extended from -10240 to +30710 HU (extended CT scale) e.g. for suppressing metal artifacts. Image evaluation: Complete software-controlled image evaluation program for all diagnostic requirements. CINE Display: Dynamic display technique for the visualization of time or volume series. A series of up to 1024 images can be displayed at a frame rate of at least 30 f/s. Automatic or interactive mouse-operated control. Multitasking functions: Simultaneous processing during operation of the scanner. Real-time Display: Image reconstruction in pace with the examination in full image quality (512 x 512 matrix) with up to 20 images/second (with full cone beam reconstruction and z-Sharp Technology). Metro Display: Simultaneous display, processing and evaluation of images from other patients while the current patient is being scanned. Metro Documentation: Simultaneous documentation of images from any previously examined patient while the current patient is being scanned. Metro Copy: Automatic transfer of image data to the syngo CT Workplace (optional) or a DICOM network node. Networking and Documentation For the connection to a local Ethernet (10, 100 Mbit or 1-Gigabit) in order to communicate with networked printers, diagnostic and therapy workstations, RIS or HIS systems and teleradiology routers. Scope of functions: - Configurable network stations. - Unlimited selection of stations. - DICOM Standard (Digital Imaging and Communications in Medicine) for the transfer of information between DICOM-compatible units from different manufacturers. The scope of functions is described in detail in the DICOM Conformance Statement, and the standard version comprises the functions Send/Receive, Query/Retrieve and BasicPrint, Worklist, Storage Commitment, MPPS (Modality Performed Procedure Step). System Documentation (1 set) Siemens Remote Service: Siemens Remote Service (SRS) offers a wide range of medical equipment-related remote services resulting in increased system availability and efficiency. SRS employs sophisticated authentication and authorization procedures, state-of-the-art encryption technologies and logging routines together with strictly enforced organizational measures that provide optimal patient data security and access protection. The following SRS services are included for all service agreement customers and during warranty period: Remote Diagnosis & Repair: In case of an unforeseen system malfunction, Siemens competent experts may directly connect with the CT system in order to identify the problem quickly. Moreover the remote repair function enables Siemens to often correct software errors immediately. Should an engineer on site be required, Remote Diagnosis & Repair allows Siemens to identify defective parts efficiently and accelerate their delivery, thereby keeping repair times to a minimum. Event Monitoring: Event Monitoring screens the performance of the system. If a parameter deviates from a predefined value, a status message is automatically sent to the Siemens UPTIME Service Center. Service Engineers may evaluate the status message at periodic intervals and may initiate appropriate action within the scope of the service agreement.

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Part No. / Product	Description
10249462 **TrueV PET - mCT**	The Biograph TrueV option provides additional PET axial coverage (22.1 cm/109 image planes) providing improved system sensitivity and count rate performance for enhanced patient throughput, reduced radiation dose and/or improved image quality. The extended axial field-of-view reduces the number of bed positions needed for whole body imaging relative to the standard coverage mCT systems, while providing greater coverage for single bed static and listmode (gated or dynamic) acquisitions.
10249560 **Biograph Ge-68 Sources**	Sources consist of the following: 2 LS-ART Set-up rod sources (Max. 46.25 MBq per rod source) 1 CS-27 Low Activity Uniform Phantom (Max. 92.5 MBq) Disposal of sources is not included in sale price.
10249279 **PET + CT Resp. Gating Option - mCT**	The CT Respiratory Gating and Triggering option is comprised of software components that allow for the capture and storage of a signal representing a patient's respiratory cycle during a spiral or sequence CT acquisition. With the Respiratory Gating feature, the respiratory data is synchronized with the CT acquisition data so that a user can freely select the point at which images are retrospectively reconstructed based on the corresponding respiration amplitude. With the Respiration Triggering feature, the user prospectively selects a point in the respiratory cycle at which sequence images will be acquired. Through the selection and reconstruction processes, organ motion artifacts caused by respiration are minimized or eliminated and a better visualization and localization is possible resulting in more accurate assessment of tumor and organ motion, their position, size, and volume during respiration. These applications generate 4D CT datasets that can be used to create more accurate treatment plans and also for the delivery of respiratory-triggered radiation therapy. Provides PET respiratory gated list mode acquisition, offline histogramming, and reconstruction for improved accuracy in quantitation as well as visualization of organ motion. Supports a maximum of 24 gate bins from the list mode PET acquisition. Requires the optional Respiratory Trigger System.
AS11154967 **Anzai Respiratory Gating (VI)**	BU part:11154967 Local part: AS11154967 Features include: connection of max. three connecting ports for sensors, connection of max. three interfaces for external devices. The system is used for capturing and storing a signal representing the patient´s respiratory cycle during a CT acquisition. With the respiratory gating function the respiratory data is synchronized with the spiral CT acquisition data so that the user can freely select the point at which images are retrospectively reconstructed based on the corresponding respiration amplitude. With the respiratory triggering feature, the user selects a point in the respiratory cycle at which sequence images will be acquired. The connection to the CT gantry is done with the supplied connection cables. The patient gets a breast belt with load cell sensor, which is connected to the evaluation console via a Sensor Port and a Relay Box. The application is started with selection on the CT console. The monitor of the Notebook PC displays of the respiration signal. When an unexpected respiratory waveform appears, the operator can stop Gate Signal output by an intuitive action of the Gate Disable Switch. **Specification:** The AZ733VI Respiratory Gating consists of: 4pcs of chest/abdominal belts with different sizes 2pcs of load cells with different characteristics Relay Box Sensor Port Gate Disable Switch Load cell calibration Laptop PC Connecting cables Power: 100-240 V, 50/60 Hz

Part No. / Product	Description
14442153 **syngo.via L-Software**	**Brief description** *syngo.*via provides one graphical user interface to prepare and read images from various modalities. Supported images types are: - Computed Tomography Images - Magnetic Resonance Images - PET Images - Computed Radiography Images - Digital X-Ray Images - X-Ray Angiographic Images - X-Ray Radio-Fluoroscopic Images - Ultrasound 2D Images - Secondary Capture Images - Encapsulated PDFs **General reading functions, such as:** - Browser functionality for patient and data access - Loading and displaying images - Scrolling through images (e.g. movie mode, fast mouse scrolling, synchronized scrolling) - Mirror, rotate, invert, windowing, pan/zoom, annotations, distance and angle measurement, pixel lens, ROI / VOI evaluation - Findings navigator - create, collect and navigate findings - Correlated cursor - Series synchronization for pan/zoom, windowing, LUT, scrolling - Locked navigation of different modality types (e.g. MR / CT) - User-defined context menu - Multiple layouts for 2D, 3D, 4D diagnosis - Snapshot images as secondary capture **Integrated 3D tools, such as:** - All reformats immediately available: VRT, MIP thin/thick, MPR thin / thick, interactive slice thickness change - VRT Punch - VRT Gallery - Clip plane and clip box - Bone removal for fast segmentation and removal of bony structures - Fusion and registration - Parallel, curved & radial ranges - 2D & 3D reference lines, 3D reference point - Region growing and quantification for interactive segmentation of anatomical structures **Anatomic intelligence:** - Automatic spine labeling - Automatic rib labeling for CT thorax scans - Automatic landmark registration for accurate anatomical alignment of multiple timepoint cases **Applications for dedicated clinical areas** Beside general 2D/3D/4D capabilities, the following advanced functionalities for dedicated clinical areas are part of *syngo.*via. These applications are medical products in their own right and necessary country-specific approvals might not yet be available (e.g. 510k, CE Mark). CT Cardiac Review Marker, Heart Isolation, Movie (Beating Heart), Manual Coronary Tracking, Cardiac Planes, Curved & Cross-Section MPR, Integrated Reporting

Part No. / Product	Description
(Continued) **14442153** **syngo.via L-Software**	CT Vascular Bone Removal, Table Removal, Review Marker, MPR, Thin MIP Ranges, Curved & Cross Sectional MPR, Integrated Reporting PET&CT Oncology 10 CT image series per time point, RECIST/WHO measurement, Basic PET evaluation, Image fusion, Registration, Time point comparison (two time points) 3D overview image, Local registration, Export CSV *syngo*.CT Dual Energy *syngo*.CT Dual Energy offers a viewer that displays a fused image for initial diagnosis. It includes Optimum Contrast to calculate automatically contrast-optimized images as well as the possibility to calculate monoenergetic images for a range of 40 - 190 keV. The additional, optional Dual Energy applications utilize *syngo* Dual Energy's two data sets even further: the material-specific difference in attenuation enables an easy classification of the elementary chemical composition of the scanned tissue. *syngo*.CT Dual Energy works with Dual Energy images from SOMATOM Definition, Definition Flash, SOMATOM Drive & SOMATOM Force and with single source Dual Energy images from SOMATOM Definition Edge, SOMATOM Definition AS family, SOMATOM Perspective and SOMATOM Scope (Power configuration). MR Reading - Automatic data loading: All data of the current study is automatically loaded in a 2*2 stack layout - including 3D and 4D data. - Follow-up support: Follow-up layout for comparison between two timepoints. - Rescan handling: Repeated scans are collected in one stack that provides an overview layout to select the best rescan for reading. - Workflow customization and creation: MR Reading allows the user to generate new, customized workflows. MR Reading report template included. **Workflow Automation** - Triggered by PACS or modality: Disease-specific workflow mapping can also be done based on image information (modality and/or study description) - Triggered by RIS: *syngo*.via requests the DICOM Modality Worklist (DMWL) from the connected RIS to enable automatic disease-specific workflow mapping and prefetching of examinations from PACS for follow-up reading. **Disease-specific reporting:** - Disease-specific reports can be derived from different clinical applications (structured reporting). - Findings collected in the Findings Navigator can be transferred to disease-specific reporting application and can then be stored as DICOM Structured Reports. - The reports created with *syngo*.via are stored as encapsulated PDF DICOM objects. Additionally the report can be saved in the file system as a PDF file. The stored PDF report can be viewed and printed by the clinical user. - A modified report can be saved as new report template. **Further functionality, such as:** - *syngo* Expert-i support for *syngo* MMWP integration - *syngo*.plaza Integration - Query/retrieve from DICOM nodes - Export images and creating patient media - Filming (DICOM print) or postscript printing functionality **Prerequisites for all service related issues:** - Availability of a customer administrator that performs dedicated administration and support tasks (e.g. 1st line support, data security, backup,...). - Minimum permanent broadband internet connection bandwidth for uncompromised service support are 2000

Part No. / Product	Description
(Continued) **14442153** **syngo.via L-Software**	kBit/s downstream and 512 kBit/s upstream. Otherwise, certain support services may not be provided and the agreed remote response time cannot be guaranteed. Specification of minimum broadband internet connection in detail: - Downstream: 2000 kBit/s for Software update, IT- and Application support (Siemens Remote Service – SRS) - Upstream: 512 kBit/s for Application support (SRS) - Upstream: 256 kBit/s for Software update and IT support (SRS) **Scope of delivery:** - DVDs with *syngo*.via software - VA30 (software license for *syngo*.via L-Software)
14442253 **WebViewer User #1** **Integrated Server**	*syngo*.via WebViewer runs integrated on the *syngo*.via L server and XL / XL – 10TB server hardware and can be accessed on the clients through an URL over a web browser session. The integrated server can be used for internal image distribution only (no internet access possible). It provides mobile diagnostic image reading, basic patient data browsing, high speed 2D and 3D image review and basic image manipulation functionality* for the following use-cases: - Emergency cases, e.g. iPad (not meant for primary image diagnosis) - Second opinion - Demonstrations and conferences - Patient education * Because of the wide variation in devices supported by *syngo*.via WebViewer (desktop computers with large screens through to mobile devices such as the iPad) not all features will be possible on all types of clients (e.g.: The flexibility to change viewing layouts on mobile devices is limited). **General 2D / 3D Imaging:** The following image processing and viewing functions are supported: - Color LUT display - Grayscale VOI LUT display - Zoom & Pan - Windowing - Rotating (3D mode only) - Home position - Pixel Lens - Measurement of Distance and Angles - Scroll - Image Fusion The following image types are supported: - CT (Computed Tomography) - MR (Magnetic Resonance) - SC Image - Encapsulated PDF - CR/DR - PET - PET/CT **Data Navigation:** - 2D Image Sorting and Scrolling - Series Navigation **Supported Browsers** The following browsers are supported: Internet Explorer, Safari, Firefox, Google Chrome web browsers. (Refer to the WebViewer Data Sheet for detailed information about the supported browser versions.)

Part No. / Product	Description
(Continued) **14442253** **WebViewer User #1 Integrated Server**	**Licensing** - WebViewer software follows the floating licenses paradigm for clients. **Scope of delivery:** - DVDs with *syngo*.via WebViewer software - Licenses for *syngo*.via WebViewer 1 User - User Documentation **Regulatory information** The application *syngo*.via WebViewer is not for diagnostic viewing/reading on mobile devices in the USA. Please refer to your sales representative whether the product is available for your country. Diagnostic reading of images with a web browser requires a medical grade monitor. For iPhone and iPad country-specific laws may apply. Please refer to these laws before using for diagnostic reading/viewing. For Japan: Applications on iPhone / iPad / iPod are not a medical device in Japan. Use at your own risk. They are not intended to be used for diagnosis.
14421382 **syngo.mCT Oncology Engine #1**	The syngo.mCT Oncology Engine enables physicians to efficiently compare patient scans from multiple time points (e.g. pre- and post-therapy) by automatically registering and displaying PET and CT images, visualizing up to 4 time points simultaneously, and visually trending lesion measurements over time. It assists physicians in making better-informed diagnostic, therapeutic, and follow-up decisions. Quantitative analysis of lesions in terms of volume, peak and max SUV are performed in order to assess changes in activity and size, as part of evaluation of therapeutic response. EQ.PET provides the ability to harmonize quantitative PET values to a reference by applying a user-specified smoothing filter to each measurement, helping account for differences in scanner characteristics and reconstruction protocols without compromising displayed image quality. PET segmentation provides easier and faster methods for creating PET VOIs. Standardized quantitative assessment of metabolic tumor response, such as that recommended by the PERCIST standard, is made easy through: - automated PERCIST reference region placement in liver or descending aorta - summary of reference region variability between timepoints - calculation of PERCIST threshold for selecting reportable lesions - peak quantification, with reduced susceptibility to noise and inter-observer variability, for all measured lesions - dedicated PERCIST report template Findings can be tracked using the findings navigator, are automatically stored and can be used in the final report. To assist NaF bone scan reading, the system additionally creates 4 projections: anterior, posterior, left and right lateral. These projections can be displayed in the MM Reading task.
14421383 **syngo.mCT Oncology Engine #1+**	The syngo.mCT Oncology Engine enables physicians to efficiently compare patient scans from multiple time points (e.g. pre- and post-therapy) by automatically registering and displaying PET and CT images, visualizing up to 4 time points simultaneously, and visually trending lesion measurements over time. It assists physicians in making better-informed diagnostic, therapeutic, and follow-up decisions. Quantitative analysis of lesions in terms of volume, peak and max SUV are performed in order to assess changes in activity and size, as part of evaluation of therapeutic response. EQ.PET provides the ability to harmonize quantitative PET values to a reference by applying a user-specified smoothing filter to each measurement, helping account for differences in scanner characteristics and reconstruction protocols without compromising displayed image quality.

Part No. / Product	Description
(Continued) **14421383 syngo.mCT Oncology Engine #1+**	PET segmentation provides easier and faster methods for creating PET VOIs. Standardized quantitative assessment of metabolic tumor response, such as that recommended by the PERCIST standard, is made easy through: - automated PERCIST reference region placement in liver or descending aorta - summary of reference region variability between timepoints - calculation of PERCIST threshold for selecting reportable lesions - peak quantification, with reduced susceptibility to noise and inter-observer variability, for all measured lesions - dedicated PERCIST report template Findings can be tracked using the findings navigator, are automatically stored and can be used in the final report. To assist NaF bone scan reading, the system additionally creates 4 projections: anterior, posterior, left and right lateral. These projections can be displayed in the MM Reading task.
14421384 syngo.mCT Oncology Engine Pro #1	The syngo.mCT Oncology Engine Pro further enables physicians to efficiently evaluate patient scans by comparing up to 8 time points (e.g. baseline, staging, pre- and post-therapy) and automatically registering and displaying PET and CT images simultaneously. It assists physicians evaluating diagnostic, therapeutic, and follow-up cases with simple or complex patient histories, and initiates collaboration between imaging and therapy planning. It also provides options to visualize and quantify dynamic PET acquisitions. The syngo.mCT Oncology Engine Pro permits access for one user to the following additional software modules: syngo.PET&CT Onco Multi-Timept. extension enables physicians to visualize up to 8 time points concurrently including anatomical, functional and fused data, thereby increasing efficiency in monitoring complicated patient histories involving initial diagnosis, staging, pre- and post-therapy, re-staging and disease reoccurrence. syngo.CT Segmentation provides advanced features for easy and fast CT oncology reading. It supports the automated segmentation and evaluation of lesions in lung, liver, lymph nodes and other organs. Additional quantifications like Choi criteria and Advanced HU Statistics provide enhanced clinical insights in assessment of potential cancerous lesions. syngo.PET Dynamic Analysis enables physicians to evaluate volumetric regions of interest with sphere and iso-contour on dynamic PET acquisitions. A time activity curve (TAC) for metrics such as volume, max, peak, mean, and standard deviation SUV can be reviewed to assist in the quantitative analysis of radiopharmaceutical uptake over time. syngo.PET&CT Therapy Interface encourages collaboration between radiology, nuclear medicine and radiation oncology departments by providing the following key functionality: - convert diagnostic regions of interest such as PET iso-contour and automatic PET and CT segmentations into Gross Tumor Volume (GTV) contours - visualize GTV contours over planning CT and other relevant volumes via fused segments - publish IHE-RO contourer profile conformant DICOM RT Structure Sets for use in radiotherapy treatment planning - evaluate treatment response in post-therapy acquisitions by viewing GTV over pre-registered volumes
14421385 syngo.mCT Oncology Engine Pro #1+	The syngo.mCT Oncology Engine Pro further enables physicians to efficiently evaluate patient scans by comparing up to 8 time points (e.g. baseline, staging, pre- and post-therapy) and automatically registering and displaying PET and CT images simultaneously. It assists physicians evaluating diagnostic, therapeutic, and follow-up cases with simple or complex patient histories, and initiates collaboration between imaging and therapy planning. It also provides options to visualize and quantify dynamic PET acquisitions. The syngo.mCT Oncology Engine Pro permits access for one user to the following additional software modules: syngo.PET&CT Onco Multi-Timept. extension enables physicians to visualize up to 8 time points concurrently

Part No. / Product	Description
(Continued) **14421385 syngo.mCT Oncology Engine Pro #1+**	including anatomical, functional and fused data, thereby increasing efficiency in monitoring complicated patient histories involving initial diagnosis, staging, pre- and post-therapy, re-staging and disease reoccurrence. syngo.CT Segmentation provides advanced features for easy and fast CT oncology reading. It supports the automated segmentation and evaluation of lesions in lung, liver, lymph nodes and other organs. Additional quantifications like Choi criteria and Advanced HU Statistics provide enhanced clinical insights in assessment of potential cancerous lesions. syngo.PET Dynamic Analysis enables physicians to evaluate volumetric regions of interest with sphere and iso-contour on dynamic PET acquisitions. A time activity curve (TAC) for metrics such as volume, max, peak, mean, and standard deviation SUV can be reviewed to assist in the quantitative analysis of radiopharmaceutical uptake over time. syngo.PET&CT Therapy Interface encourages collaboration between radiology, nuclear medicine and radiation oncology departments by providing the following key functionality: - convert diagnostic regions of interest such as PET iso-contour and automatic PET and CT segmentations into Gross Tumor Volume (GTV) contours - visualize GTV contours over planning CT and other relevant volumes via fused segments - publish IHE-RO contourer profile conformant DICOM RT Structure Sets for use in radiotherapy treatment planning - evaluate treatment response in post-therapy acquisitions by viewing GTV over pre-registered volumes
14421394 syngo.mCT Neurology Engine #1	The syngo.mCT Neurology Engine permits access for one user for the following software modules: Software Modules syngo.PET Neuro DB Comparison advances neurological evaluation by providing a clinically focused software solution for brain analysis when used with PET and PET/CT FDG imaging. This exceptional application offers powerful tools to radiologists and nuclear medicine physicians assessing patients with neurological disorders and dementias. By combining standardized anatomy and a comprehensive normal database with advanced fusion techniques, syngo.PET Neuro DB Comparison enables automatic correlation of the patient's study with an average brain for quick computation of abnormalities. The fusion engine produces results that are reliable and reproducible between multiple sessions and multiple users. The quantification tools include voxel-by-voxel evaluation of the abnormal regions and automatic positioning of anatomical regions of interest which are optimized for evaluation of dementia. syngo.PET Neuro DB Comparison also includes additional anatomical brain regions of interest. In addition, several anatomical regions may be selected for quick assessment of a single patient scan or for quantitative comparison to other scans. Color-coded statistical analysis highlighting patterns of hyper-metabolism and hypometabolism are created and can easily be incorporated into clinical reports. syngo.PET Neuro DB Comparison provides unique fusion techniques, automated evaluation steps, and comprehensive quantification tools to meet the needs of emerging PET and PET/CT neurological evaluations. Features: - Optimized workflow for PET neurological studies - Provides an FDG normals database - Provides Young Normals FDG database for epilepsy assessment - Clear and quick assessment of hyper- and hypo-metabolic brain regions - Hybrid visualization of anatomy, load MR and/or CT with any PET scan. - Standard voxel-by-voxel reporting of statistics - Predefined 3D anatomical brain regions (ROIs) - Cortical View details entire cortex on a single view - Stereotactic Surface Projections (SSP) - Selection of brain normalization region - Advanced evaluation tools - Minimum, maximum and mean SUV - Standards deviation from normals - Multiple color-maps

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(Continued) **14421394** **syngo.mCT Neurology Engine #1**	- Gallery or single image views - One-click image snapshot capabilities. Syngo.MI Hybrid Neuro 3D The MI Neuro Hybrid 3D enables the user to visualize the statistical map resulting from a Database Comparison in a cutting edge 3D rendering. For Server HW Configurations: The use of the syngo.PET Neuro DB Comparison application on syngo.via is subject to Microsoft's Remote Desktop Services Per User Client Access License (RDS Per User CAL) agreement. Under this agreement, the use of the syngo.PET Neuro DB Comparison application on syngo.via is limited to a certain number of "physical users". The term "physical user" refers to all individual users that are using or have recently been using the syngo.PET Neuro DB Comparison application on syngo.via (not necessarily concurrently), e.g. the individual users listed in the active directory. Each "physical user" is required to have his/her own personal RDS Per User CAL. This syngo.mCT Neurology Engine includes 5 of these licenses for 5 "physical" users. Please note that this application has not been validated with hybrid MR-PET scanner data. For the client workplace, 64-bit operating systems are recommended. Windows 7 32-bit operating system is not recommended.
14421395 **syngo.mCT Neurology Engine #1+**	The syngo.mCT Neurology Engine permits access for one additional user for the following software modules: Software Modules syngo.PET Neuro DB Comparison advances neurological evaluation by providing a clinically focused software solution for brain analysis when used with PET and PET/CT FDG imaging. This exceptional application offers powerful tools to radiologists and nuclear medicine physicians assessing patients with neurological disorders and dementias. By combining standardized anatomy and a comprehensive normal database with advanced fusion techniques, syngo.PET Neuro DB Comparison enables automatic correlation of the patient's study with an average brain for quick computation of abnormalities. The fusion engine produces results that are reliable and reproducible between multiple sessions and multiple users. The quantification tools include voxel-by-voxel evaluation of the abnormal regions and automatic positioning of anatomical regions of interest which are optimized for evaluation of dementia. syngo.PET Neuro DB Comparison also includes additional anatomical brain regions of interest. In addition, several anatomical regions may be selected for quick assessment of a single patient scan or for quantitative comparison to other scans. Color-coded statistical analysis highlighting patterns of hyper-metabolism and hypometabolism are created and can easily be incorporated into clinical reports. syngo.PET Neuro DB Comparison provides unique fusion techniques, automated evaluation steps, and comprehensive quantification tools to meet the needs of emerging PET and PET/CT neurological evaluations. Features: - Optimized workflow for PET neurological studies - Provides an FDG normals database - Provides Young Normals FDG databases for epilepsy assessment - Clear and quick assessment of hyper- and hypo-metabolic brain regions - Hybrid visualization of anatomy, load MR and/or CT with any PET scan. - Standard voxel-by-voxel reporting of statistics - Predefined 3D anatomical brain regions (ROIs) - Cortical View details entire cortex on a single view - Stereotactic Surface Projections (SSP) - Selection of brain normalization region - Advanced evaluation tools - Minimum, maximum and mean SUV - Standards deviation from normals

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(Continued) **14421395** **syngo.mCT Neurology Engine #1+**	- Multiple color-maps - Gallery or single image views - One-click image snapshot capabilities. For Server HW Configurations: The use of the syngo.PET Neuro DB Comparison application on syngo.via is subject to Microsoft's Remote Desktop Services Per User Client Access License (RDS Per User CAL) agreement. Under this agreement, the use of the syngo.PET Neuro DB Comparison application on syngo.via is limited to a certain number of "physical users". The term "physical user" refers to all individual users that are using or have recently been using the syngo.PET Neuro DB Comparison application on syngo.via (not necessarily concurrently), e.g. the individual users listed in the active directory. Each "physical user" is required to have his/her own personal RDS Per User CAL. This syngo.mCT Neurology Engine additionally includes 2 of these licenses for 2 additional "physical" users. Please note that this application has not been validated with hybrid MR-PET scanner data. For the client workplace, 64-bit operating systems are recommended. Windows 7 32-bit operating system is not recommended.
14442062 **Server HW Config L**	**Brief description** Type: Hewlett Packard rack mount server Processor: 2 CPU RAM: 48GB System Disk: RAID Level 1 Data Disk: RAID Level 5, 1x Hot Spare for RAID 5 Gross Image Storage: approximately 1200 GB Optical drive: DVD-RW Graphical Processing Unit: NVIDIA GPU Mouse: USB Optical Scroll Mouse Keyboard: USB standard international Rack mount kit for 19" HP rack included The server is configured with a redundant fan and redundant power supply. Operating System: Windows Server 2012 R2 Standard **Recommended Environment Requirements** Server for operation only in server rooms. A 100 Mbit/s (minimum) / 1 Gbit/s (recommended) network environment is needed for optimal performance. For remote access a 10 Mbit/s (minimum) / 16 Mbit/s (recommended) broad-band connection is required. **Service Package** Basic care pack for this server configuration is not included and has to be ordered separately! Technical details are subject to change without notice!
14413436 **HP Care Pack. 5y 24x7 HW Support**	**Brief description** Extended Prime HW Support with a service window depending on your IT Care Plan and on the SIEMENS Customer Care Center (CCC) office hours. The delivery of the on-site Break&Fix support is performed by HP. - Content of the Extended Prime HW Support: **Remote problem diagnosis and support** – Siemens Service remotely uses HP support tools to isolate your problem and facilitate resolution in close cooperation with the next HP service hub in your area.

Part No. / Product	Description
(Continued) **14413436** **HP Care Pack. 5y 24x7 HW Support**	- **Break & fix service with on-site support.** – For issues that cannot be resolved remotely, an authorized HP Services representative will be sent on-site and returns your system to operational condition, repairing or replacing components or entire units. If required, HP services restore at the same time system and network functionality to allow Siemens Service to seamlessly continue with any further required remote service activity. - **Defective Media Retention Service** – This option lets you protect sensitive data by keeping your defective disk, without the need to return defective media. - **Integrated service management**: - Seamless cooperation and processes between SIEMENS and HP to ensure optimized end-to-end issue handling. - **Enhanced HW support** – Provision of necessary BIOS-, Firmware and Driver update packages to keep the HW system up to date. Required patches and updates are provided remotely to be installed conveniently during the next application maintenance or service window by the responsible IT system administrator.
14429311 **PACS-Driven Implementation Pkg.**	The PACS-Driven Implementation Package includes the following tasks: - Basic hardware installation and network integration - Activation of Siemens Remote Services connections - Import of all *syngo*.via server license files - Basic clinical configuration and integration of up to 5 DICOM nodes in *syngo*.via, such as one modality, one PACS, not more than two *syngo* MultiModality Workplaces, one printer, or one RIS/ DMWL-source including the request of a DICOM Modality Worklist sent to *syngo*.via for a networked Siemens scanner. All nodes need to be validated for connection with *syngo*.via. - Installation of a software upgrade and a *syngo*.via client on one formerly installed *syngo* MMWP, already configured in *syngo*.via as a DICOM node; - Configuration DICOM access to *syngo*.via in *syngo* MMWP; Integration of the basic *syngo* MMWP access into one *syngo*.via client workplace by installation and configuration of the software Expert-i on the *syngo*.via client. - Assistance in setting up frontend integration of *syngo*.via with one PACS workplace (for image call-up directly out of the PACS application user interface). This may require the purchase of software and services from the PACS vendor. - Integration of *syngo*.via into the IT infrastructure using an existing Active Directory, consultation of the customer's IT administrator for routing/ports. - Configuration of basic workflow rules: autodelete, archiving, autorouting in *syngo*.via - Installation of the WebViewer integrated license (applicable only for *syngo*.via SW version VA30 or higher and only in countries where released) - Acceptance Test in cooperation with the customer Context of the implementation tasks: - The DICOM conformance of the DICOM nodes is prerequisite for connection to *syngo*.via. - The DICOM nodes to be connected to *syngo*.via must be configured and tested by the customer, for e.g. configuration of the remote DICOM node *syngo*.via, routing rules, procedures. If necessary, the customer orders these services from the DICOM node's vendor. - The DMWL-source must be able to provide the DMWL to *syngo*.via identical to the DMWL provided to the modalities. - The configuration of the customer's Local Area Network is performed by the customer. - Provision of a minimum broadband Internet connection bandwidth with 2000 kBit/s downstream and 256 kBit/s upstream for Siemens Remote Services (SRS) by the customer. If the customer does not provide SRS connectivity, then additional professional services for implementation without SRS support are offered. For service support after implementation the following minimum specification has to be provided: Downstream 2000 kBit/s (for Software update, IT- and Application support); Upstream 512 kBit/s (for Application support); Upstream 256 kBit/s (for Software update and IT support). - The customer provides information, such as: IP addresses of the server for its network integration and the

Part No. / Product	Description
(Continued) **14429311** **PACS-Driven Implementation Pkg.**	DICOM nodes identifiers. - The customer provides the required power supply and the installation location for the server hardware. - Presence and support of the customer's administrators (clinical and IT administrator) is required during implementation. In preparation for implementation support the customer's administrators have completed the *syngo*.via web-based trainings, which are part of the scope of delivery. - A list of applications and systems with validated connectivity to *syngo*.via can be requested from your Siemens Sales Representative. - If a DICOM node or another system has not been validated yet for connection to *syngo*.via by Siemens, then the customer will give his acceptance though there could be a narrowed functionality of the connection. - Installation of *syngo*.via client software on additional workplaces, or configuration of additional DICOM nodes, or the distribution of the frontend integration to additional PACS workplaces are performed by the customer's administrator or can be ordered from Siemens separately as an option. - The image call-up implementation and configuration will be upgraded by the customer with future software versions of the calling application (RIS, PACS). Project coordination is performed by Siemens. Please see the *syngo*.via Data Sheet for system requirements and detailed description of implementation tasks. If applicable, the hardware installation service includes the following tasks: - Unwrapping. Consolidation of all packaging material and notification to the customer that the materials are ready for removal. - Mechanical and electrical connections at site of operation - Mechanical installation in a common rack (e.g. HP, Fujitsu, IBM, Rittal) not older than three years and connection to a console. - Connection to the power supply, to Uninterruptable Power Supply (if applicable) - Startup of operating system; check status of patches, drivers, service packs and hot fixes, etc. - Connection and network configuration of the server and the remote service board to the LAN - Configuration of remote service board (network settings, users configuration) if supported by server - Test monitor setup and Handover of the readily installed system to the customer. For the installation the customer provides, as described in the product Data Sheet: - Access to the location and space for server operation - Electrical power - LAN access and LAN configuration - Configuration of the broadband internet access for Siemens Remote Services - IT Administrator's coordination and support for the mechanical and IT installation. - Server and monitor(s) are at the site of operation. The customer's monitors are accompanied by appropriate cables. - The connection of one or two monitors to the Workstation HW (including the Workstation HW Extended) does not include monitor calibration. - For Workstation HW (including the Workstation HW Extended), depending on the local regulations, the monitor installation described here may allow viewing only. If applicable, the import of a predefined container is to be done by the customer administrator for the setup of a virtualized system. <u>Note:</u> Certain constraints apply regarding the supported OS versions for the syngo.via clients and the supported versions of MMWPs. For details please check the datasheet of the respective syngo.via version.
14429294 **Upgrade PACS to RIS Implementation**	The Extension to the RIS-Driven Implementation Package includes the following tasks: - Activation of Siemens Remote Services connections, if provided new for the first time for *syngo*.via and has not been previously installed - Import of all *syngo*.via software license files, which have been delivered for upgrade - Assistance in setting up frontend integration of *syngo*.via with one PACS or one RIS workplace for image call-up directly out of the PACS or the RIS application user interface, if not previously installed. This may require

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(Continued) **14429294** **Upgrade PACS to RIS Implementation**	the purchase of software and services from the RIS vendor. - Integration of *syngo*.via into the customer's IT infrastructure using an existing Active Directory, consultation of the customer's IT administrator for routing/ports, if not previously installed - Configuration in *syngo*.via for the requesting of a DICOM Modality Worklist from the RIS or another DMWL-source to *syngo*.via - Acceptance Test in cooperation with the customer - Update of the existing *syngo*.via IT documentation. Context of the implementation tasks: - The configuration of the customer's Local Area Network is performed by the customer. - Provision of a minimum broadband Internet connection bandwidth with 2000 kBit/s downstream and 256 kBit/s upstream for Siemens Remote Services (SRS) by the customer. If the customer does not provide SRS connectivity, then additional professional services for implementation without SRS support are offered. For service support after implementation the following minimum specification has to be provided: Downstream 2000 kBit/s (for Software update, IT- and Application support); Upstream 512 kBit/s (for Application support); Upstream 256 kBit/s (for Software update and IT support). - Presence and support of the customer's administrators (clinical and IT administrator) is required during upgrade of the implementation. - A list of applications and systems with validated connectivity to *syngo*.via can be requested from your Siemens Sales Representative. - If a DICOM node or another system has not been validated yet for connection to *syngo*.via by Siemens, then the customer will give his acceptance though there could be a narrowed functionality of the connection. - The previous set up of the *syngo*.via configuration will not be reengineered. Exchange of the server hardware is not supported. Installation and integration of the ordered options for upgrade of an already operational *syngo*.via system are supported. - The image call-up implementation and configuration will be upgraded by the customer with future software versions of the calling application (RIS, PACS). - Project coordination is performed by Siemens. Please see the *syngo*.via Data Sheet for system requirements and detailed description of implementation tasks.
14412656L **Server HW Installation Standard**	This hardware installation service includes the following tasks: - Unwrapping of server and monitors (if applicable). Consolidation of all packaging material and notification to the Customer that the materials are ready for removal - Mechanical and electrical connections at site of operation - Mechanical connections to console and to diagnostic monitors (if applicable) - Connection to the power supply, to Uninterruptable Power Supply (if applicable) - Startup of operating system, check status of patches, drivers, service packs and hot fixes etc. - Connection of the server and the remote service board (e.g. the HP dash board) to LAN; network configuration of the server and the remote service board - Configuration of the operating system for two monitors (if delivered by Siemens) - Test monitors setup (if applicable) - Handover of the readily installed system to the customer. Context of the implementation tasks: The customer provides, as described in the *syngo*.via Data Sheet: - Access to the location and space for server operation as well as for the monitors (if applicable) - Server and monitor(s) are on-site of operation. The customer's monitors are accompanied by appropriate cables. - Electrical power - LAN access and LAN configuration - Configuration of the broadband internet access for Siemens Remote Services - IT Administrator's coordination and support for the mechanical and IT installation. - The connection of one or two monitors to a workstation-based server does not include monitor calibration. - Depending on local legal regulations, the monitor installation described here may allow viewing only.

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Part No. / Product	Description
PWR9390BP160 Pwrwre 9390-160 Integrated Maint Bypass	- 9390 Integrated Maintenance Bypass, 3-Circuit Breaker (BIB, MBP, MIS), 480V, 35 kAIC. 8-inch wide sidecar mounted to right side of UPS cabinet. Provides maintenance bypass capabilities in a minimal footprint.
MIPET_ELV_SN Elev PETSen (-$19,000)	Deinstall, freight, and/or scrapping is included in this offer. -
E93PM150UMI Eaton 93PM-150 kW UPS	Eaton 93PM-150/150 4-Wire UPS Electronics Cabinet: 150kW Frame cabinet with three (3) Power Modules (UPM) configured as a 150kW capacity system specifically for a medical imaging application. 480 volts input / 480 volts output, 4-Wire + Gnd. Double Conversion Topology, Unit efficiency up to 97% (up to 99% with ESS), Unit output rating @ Unity Power Factor, Input current distortion < 3% @ 100% load, Patented ABM Technology, Patented HotSync parallel firmware control, Scalable Architecture, Parallel Redundancy and Capacity capable. Onboard monitoring of UPS status via front panel display is standard. Includes single feed input with three (3) circuit breaker (BIB, MBP, MIS) integrated maintenance bypass in a 14.7" wide right-mounted sidecar. Four (4) internal min-xslot communication card bays. Included Services: Start-up (7x24): PLUS One (1) year on-site labor coverage (7x24). UPS Cabinet Dimensions: 36.7"W x 42.0"D x 74.0"H UPS Cabinet Weight: 1,566 Lbs. Eaton 93PM 480Vdc Battery System: One (1) IBC-L Integrated Battery Cabinet consisting of one (1) string of 240 cells (@480Vdc), 40 Batteries, and 500A Circuit Breaker in cabinet. Full load back-up time @ 150kW of 7.1 minutes. Battery Cabinet Dimensions: 32.3"W x 42.0"D x 74.0"H Battery Cabinet Weight: 4,225 Lbs.
MI_MCT_NEMA_XR_29 NEMA_XR-29 Standard	This system is in compliance with NEMA XR-29 Standard Attributes on CT Equipment Related To Dose Optimization and Management, also know as Smart Dose
LAPLI3 Installation, LAP Laser System	LAP two-day installation, calibration, and user training of CT-3 Laser Marking system in the Americas and Western Europe. Requires CT room to be prepared prior to on-site arrival of LAP installation team.

SIEMENS

Siemens Medical Solutions USA, Inc.
40 Liberty Boulevard, Malvern, PA 19355
Fax: (866) 309-6967

Exhibit D

SIEMENS REPRESENTATIVE
Stephen Argo - (336) 210-6178

Customer Number: 0000008527

Date: 5/2/2016

NEW HANOVER REGIONAL MEDICAL CENTER
2131 SOUTH 17TH STREET
WILMINGTON, NC 28401-7407

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

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Contract Total: $75,608
(total does not include any Optional or Alternate components which may be selected)

Proposal valid until 5/31/2016

Estimated Delivery Date: 10/2016

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

This offer is only valid if firm, non-contingent orders for Quote# 1-GCPEB0 and Quote# 1-DFVUQ1 are simultaneously placed with Siemens.

The parties hereby expressly agree that the Premier Healthcare Alliance, L.P. Group Purchasing Agreement—Imaging Products and Services effective October 1, 2015 (Contract Number(s) PP-IM-277) and Siemens Terms and Conditions of Sale attached hereto shall govern the purchase of Products pursuant to this Quotation.

Accepted and Agreed to by:

Siemens Medical Solutions USA, Inc.

By (sign): _____
Name: Stephen Argo
Title: Account Executive
Date: _____

NEW HANOVER REGIONAL MEDICAL CENTER

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

By signing below, signor certifies that no modifications or additions have been made to the Quotation. Any such modifications or additions will be void.

By (sign): _____

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SIEMENS REPRESENTATIVE
Stephen Argo - (336) 210-6178

Quote Nr:	**1-GCPEB0 Rev. 1**
Terms of Payment:	00% Down, 80% Delivery, 20% Installation Free On Board: Destination
Purchasing Agreement:	PREMIER PURCHASING PARTNERS LP PREMIER PURCHASING PARTNERS LP terms and conditions apply to Quote Nr 1-GCPEB0

PET Clinical Education-Local

All items listed below are included for this system:

Qty	Part No.	Item Description
1	MI_PET_INITIAL_32	**Initial onsite training 32 hrs** Up to (32) hours of on-site clinical education training, scheduled consecutively (Monday - Friday) during standard business hours for a maximum of (4) imaging professionals. Training will cover agenda items on the ASRT approved checklist. Uptime Clinical Education phone support is provided during the warranty period for specified posted hours. This educational offering must be completed (12) months from install end date. If training is not completed within the applicable time period, Siemens obligation to provide the training will expire without refund.
1	MI_PET_FLWUP_32	**Follow-up training 32 hrs** Up to (32) hours of follow-up on-site clinical education training, scheduled consecutively (Monday - Friday) during standard business hours for a maximum of (4) imaging professionals. Uptime Clinical Education phone support is provided during the warranty period for specified posted hours. This educational offering must be completed (12) months from install end date. If training is not completed within the applicable time period, Siemens obligation to provide the training will expire without refund.
1	MI_PET_CTCRSTR	**CT Cross Trainer** CT Cross Trainer printed self study materials for (1) imaging professional. These materials will provide the user with basic CT knowledge by testing the participant periodically. Successful completion of the self study program will provide the participant with CE credits. CT Cross Trainer printed self study materials for (1) imaging professional. These materials will provide the user with basic CT knowledge by testing the participant periodically. Successful completion of the self study program will provide the participant with CE credits. This educational offering must be completed (12) months from install end date. If training is not completed within the applicable time period, Siemens obligation to provide the training will expire without refund.
1	MI_PTADVBIOCLS	**MI PET Biograph Advanced Apps ILT** Tuition for (1) imaging professional to attend a Siemens Classroom Course at Siemens Training Center. Through the use of demonstrations, lecture, and hands-on console applications, technologists will be introduced to troubleshooting, image quality for both PET and CT images, cross sectional anatomy, and learn the various components of processing, display and manipulation techniques found on the syngo(r) Multimodality Workplace and syngo.via for PET and CT applications. This class includes lunch, economy airfare, and lodging for (1) imaging professional. All arrangements must be arranged through Siemens designated travel agency. This educational offering must be completed (12) months from purchase date. If training is not completed within the applicable time period, Siemens obligation to provide the training will expire without refund.
1	MI_PTADVBIOCLS	**MI PET Biograph Advanced Apps ILT** Tuition for (1) imaging professional to attend a Siemens Classroom Course at Siemens Training Center. Through the use of demonstrations, lecture, and hands-on console applications, technologists will be introduced to troubleshooting, image quality for both PET and CT images, cross sectional anatomy, and learn the various components of processing, display and manipulation techniques found on the syngo(r) Multimodality Workplace and syngo.via for PET and CT applications. This class includes lunch, economy airfare, and lodging for (1) imaging professional. All arrangements must be arranged through Siemens designated travel agency. This educational offering must be completed (12) months from purchase 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	10119211	**Dose Start Up Kit - 250 Doses** 250 unit doses of Fludedoxyglucose F 18 Injection and/or Sodium Fluoride F 18 Injection to be delivered by Siemens PETNET Solutions.
1	LAPLIAP	**LAP Addl Training Day** Application Training Visit, LAP LASER system including the following topics: Nomenclature of System Control Software and Hardware Simulation Marking Procedures Quality Assurance Procedure Duration (up to) four hours. Two to four weeks advance notice typically required for scheduling.
1	14412372L	**Classroom ClinicAdmin Training 5 day** The objective of this course is to give the participants the necessary theoretical knowledge and practical experience to routinely operate the syngo.via system, and to become acquainted with the settings and configuration of the system. Lectures and interactive practical exercises will familiarize the participants with the functionality of syngo.via and the clinical case specific applications. 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	SY_VIRINTL_4	**Virtual Initial Consultation, syngo.via** This virtual initial consultation session, up to 4 hrs in duration, is designed to define the clinical customization of syngo.via specific to radiology workflow. Through direct communication with a clinical education specialist, this session will identify and configure site-specific workflow and imaging storage and retrieval parameters. This educational offering must be conducted no more than 4 weeks before the scheduled system turnover event. This consultation session will be scheduled during standard business hours, Monday through Friday. If training is not completed within the applicable time period, Siemens obligation to provide the training will expire without refund.
1	SY_INITIAL_24	**Initial onsite training 24 hrs syngo.via** Up to (24) hours of on-site clinical applications training on syngo.via basic navigation and modality specific clinical workflows, scheduled consecutively (Monday - Friday) during standard business hours for a maximum of (4)users. Training will focus on the use of syngo.via in clinical routine and customization of systems based on workflow needs. This educational offering must be completed (12) months from turnover date. If training is not completed within the applicable time period, Siemens obligation to provide the training will expire without refund.
1	SY_FOLLOWUP_16	**Follow up training 16 hrs, syngo.via** Up to (16) hours of follow-up on-site clinical applications training on syngo.via navigation and modality specific clinical workflows, scheduled consecutively (Monday - Friday) during standard business hours for a maximum of (4)users. Training will focus on the optimization of syngo.via in clinical routine and customization of systems based on clinical workflow needs. Advanced clinical applications will be covered for users previously attending initial applications training. This educational offering must be completed (12) months from turnover date. If training is not completed within the applicable time period, Siemens obligation to provide the training will expire without refund.
1	SY_ADDTL_16	**Addt'l training 16hrs, syngo.via** Up to (16) hours of on-site clinical applications training on syngo.via navigation and modality specific clinical workflows, scheduled consecutively (Monday - Friday) during standard business hours for a maximum of (4)users. The training offering must be completed (12) months from the later of turnover date or offering purchase date. If training is not completed within the applicable time period, Siemens obligation to provide the training will expire without refund.

System Total: $75,608

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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 and Acceptance. 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"). Purchaser acknowledges that this is a commercial and not a consumer transaction. Purchaser shall be deemed to have assented to, and to have waived any objection to, this Agreement upon the earliest to occur of any of the following: Purchaser's completion or execution of this Agreement; Purchaser's acceptance of all or any part of the Products; Purchaser's issuance of a purchase order for any Products identified on Seller's quotation or proposal; or delivery of the Products to the common carrier for shipment pursuant hereto.

1.2 Refurbished/Used Products. For Products identified on this Agreement as used or refurbished Products, these Products have been previously owned and used. When delivered to Purchaser, such Products will perform in accordance with the manufacturer's specifications. Since pre-owned Products may be offered simultaneously to several customers, the availability of such Products to Purchaser cannot be guaranteed. If the Products are no longer available, Seller will use its best efforts to identify other suitable products in its inventory. If substitute products are not acceptable to Purchaser, then Seller will cancel the order and refund to Purchaser any deposits previously paid. The warranty period for any used or refurbished Products will be separately stated on the quotation.

1.3 Third Party Products. If this Agreement includes the sale of third party products not manufactured by Seller, then Purchaser agrees and acknowledges that (a) Purchaser has made the selection of these products on its own, (b) the products are being acquired by Seller solely at the request of and for the benefit and convenience of Purchaser, (c) no representation, warranty or guarantee has been made by Seller with respect to the products, (d) the obligation of Purchaser to pay Seller for the products is absolute and unconditional, (e) use of the products may be subject to Purchaser's agreement to comply with any software licensing terms imposed by the manufacturer; and (f) unless otherwise indicated by Seller in writing, Seller is not responsible for any required installation, validation, product recall, warranty service, maintenance, complaint handling, or any other applicable FDA regulatory requirements, and the Purchaser will look solely to the manufacturer regarding these services and will assert no claim against Seller with respect to these products.

2. PRICES

2.1 Quotations. Unless otherwise agreed to in writing or set forth in the quotation, all prices quoted by Seller and amounts payable by Purchaser are in U.S. dollars, and include Seller's standard packaging. The prices quoted to Seller assume that the Seller is located in, and will use the Products in, the U.S. If not, such quotation will be void. Unless otherwise stated, the quotation shall only be valid for forty-five (45) days from the date of the quotation.

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.

3. TAXES

3.1 Any sales, use or manufacturer's tax which may be imposed upon the sale or use of Products, or any property tax levied after readiness to ship, or any excise tax, license or similar fee (excluding the Medical Device Excise Tax as set forth in Section 4191 of the Internal Revenue Code of 1986, as amended) required under this transaction, shall be in addition to the quoted prices and shall be paid by Purchaser. Notwithstanding the foregoing, Seller agrees to honor any valid exemption certificate provided by Purchaser.

4. TERMS OF PAYMENT; DEFAULT

4.1 Payments; Due Date. Unless otherwise set forth in the quotation, Purchaser shall pay Seller as follows: an initial deposit of 10% of the purchase price for each Product is due upon submission of the purchase order, an additional 80% of the purchase price is due upon delivery of each Product, and the final 10% of the purchase price is due upon completion of installation or when the Products are available for first patient use, whichever occurs first. Unless otherwise agreed, all payments other than the initial deposit are due net thirty (30) days from the date of invoice. Seller shall have no obligation to complete installation until the payment due upon delivery is received. Partial shipments shall be billed as made, and payments for such shipments will be made in accordance with the foregoing payment terms.

4.2 Late Payment. A service charge of 1½% per month, not to exceed the maximum rate allowed by law, shall be made on any portion of Purchaser's outstanding balance which is not paid when due. Payment of such service charge shall not excuse or cure Purchaser's breach or default for late payment.

4.3 Payment of Lesser Amount. If Purchaser pays, or Seller otherwise receives, a lesser amount than the full amount provided for under this Agreement, such payment shall not constitute or be construed other than as on account of the earliest amount due Seller. No endorsement or statement on any check or payment or elsewhere shall constitute or be construed as an accord or satisfaction.

4.4 Where Payment Due Upon Installation or Completion. Should any terms of payment provide for either full or partial payment upon completion of installation or thereafter, and completion of installation is delayed for any reason for which Seller is not responsible beyond the installation date set forth in the Notice to Manufacture Letter issued by Seller, as applicable, then the balance of payments shall be due on the day following such installation date.

4.5 Default; Termination. Each of the following shall constitute an event of default under this Agreement: (i) a failure by Purchaser to make any payment when due; (ii) a failure by Purchaser to perform any other obligation under this Agreement within thirty (30) days of receipt of written notice from Seller; or (iii) the commencement of any insolvency, bankruptcy or similar proceedings by or against Purchaser.

Upon the occurrence of any event of default, at Seller's election: (a) the entire amount of any indebtedness and obligation due Seller under this Agreement and interest thereon shall become immediately due and payable; (b) Seller may suspend the performance of any of Seller's obligations hereunder, including, but not limited to, obligations relating to delivery, installation and warranty services; (c) Purchaser shall put Seller in possession of the Products upon demand; (d) Seller may sell or otherwise dispose of all or any part of the Products and apply the proceeds thereof against any indebtedness or obligation of Purchaser under this Agreement; (e) if this Agreement or any indebtedness or obligation of Purchaser under this Agreement is referred to an attorney for collection or realization, Purchaser shall pay to Seller all costs of collection and realization (including, without limitation, a reasonable sum for attorneys' fees); and Purchaser shall pay any deficiency remaining after collection of or realization by Seller on the Products. In addition, Seller may terminate this Agreement upon written notice to Purchaser in the event that Purchaser is not approved for credit or upon the occurrence of any material adverse change in the financial condition or business operations of Purchaser.

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

5. EXPORT TERMS

5.1 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 have sole responsibility to procure all necessary permits and licenses for shipment and compliance with any governmental regulations concerning control of final destination of Products.

5.2 Purchaser agrees that 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 applicable export Control and US Sanction 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. 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 as set forth in the Notice to Manufacture Letter issued by the Seller, as applicable. Seller shall make reasonable efforts to meet such delivery date(s).

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

(a) For Products that do not require installation by Seller, and for options and add-on products purchased subsequent to delivery and installation of Products purchased under this Agreement, delivery shall be complete upon transfer of possession to common carrier, F.O.B. Shipping Point, whereupon title to and all risk of loss, damage to or destruction of the Products shall pass to Purchaser.
(b) For Products that require installation by Seller, delivery shall be complete upon delivery of the Products to Purchaser's designated site, F.O.B. Destination; whereupon title to and all risk of loss, damage to or destruction of such Products shall pass to Purchaser upon completion of delivery.
(c) All freight charges and other transportation, packing and insurance costs, license fees, custom duties and other similar charges shall be the sole responsibility of Purchaser unless included in the purchase price or otherwise agreed to in writing by Seller. In the event of any loss or damage to any of the Products during shipment, Seller and Purchaser shall cooperate in making any insurance claim.

7. SECURITY INTEREST/FILING

7.1 Purchaser grants to Seller a security interest in the Products until payment in full by Purchaser. Purchaser shall sign any financing statements or other documents necessary to perfect Seller's security interests in the Products. Purchaser further represents and covenants that (a) it will keep the Products in good order and repair until the purchase price has been paid in full, (b) it will promptly pay all taxes and assessments upon the Products or the use thereof, (c) it will not attempt to transfer any interest in the Products until the purchase price has been paid in full, and (d) it is solvent and financially capable of paying the full purchase price for the Products.

8. CHANGES, CANCELLATION, AND RETURN

8.1 Orders accepted by Seller are not subject to change except upon Seller's written agreement.
8.2 Orders accepted by Seller are non-cancellable by Purchaser except upon Seller's written consent and payment by Purchaser of a cancellation charge equal to 10% of the price of the affected Products, plus any shipping, insurance, inspection and refurbishment charges; the cost of providing any training, education, site evaluation or other services completed by Seller; and any return, cancellation or restocking fees with respect to any Third Party Products ordered by Seller on behalf of Purchaser. Seller may retain any payments received from Purchaser up to the amount of the cancellation charge. In no event can an order be cancelled by Purchaser or Products be returned to Seller after shipment.
8.3 Seller reserves the right to change the manufacture and/or design of its Products if, in the judgment of Seller, such change does not alter the general function of the Products.

9. FORCE MAJEURE

9.1 Seller shall not be liable for any loss or damage for delay in delivery, inability to install or any other failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God or the public, war, civil commotion, blockades, embargoes, calamities, floods, fires, earthquakes, explosions, storms, strikes, lockouts, labor disputes, or unavailability of labor, raw materials, power or supplies. Should such a delay occur, Seller may reasonably extend delivery or production schedules or, at its option, cancel the order in whole or part without liability other than to return any unearned deposit or prepayment.

10. WARRANTY

10.1 Seller warrants that the Products manufactured by Seller and sold hereunder shall be free from defects in material or workmanship under normal use and service for the warranty period. The final assembled Products shall be new although they may include certain used, reworked or refurbished parts and components (e.g., circuit boards) that comply with performance and reliability specifications and controls. Seller's obligation under this warranty is limited, at Seller's option, to the repair or replacement of the Product or any part thereof. Unless otherwise set forth in the Product Warranty attached hereto and incorporated herein by reference ("Product Warranty"), the warranty period shall commence upon the earlier of the date that the Products have been installed in accordance with Section 12.5 hereof (which date shall be confirmed in writing by Seller) or first patient use, and shall continue for twelve (12) consecutive months. Seller makes no warranty for any Products made by persons other than Seller or its affiliates, and Purchaser's sole warranty therefor, if any, is the original manufacturer's warranty, which Seller agrees to pass on to Purchaser, as applicable. The warranty provided by Seller under this Section 10 extends only to the original Purchaser, unless the Purchaser obtains the Seller's prior written consent with respect to any sale or other transfer of the Products during the term of the warranty.
10.2 No warranty extended by Seller shall apply to any Products which have been damaged by fire, accident, misuse, abuse, negligence, improper application or alteration or by a force majeure occurrence as described in Section 9 hereof or by the Purchaser's failure to operate the Products in accordance with the manufacturer's instructions or to maintain the recommended operating environment and line conditions; which are defective due to unauthorized attempts to repair, relocate, maintain, service, add to or modify the Products by the Purchaser or any third party or due to the attachment and/or use of non-Seller supplied parts, equipment or software without Seller's prior written approval; which failed due to causes from within non-Seller supplied equipment, parts or software including, but not limited to, problems with the Purchaser's network; or which have been damaged from the use of operating supplies or consumable parts not approved by Seller. In addition, there is no warranty coverage for any transducer or probe failure due to events such as cracking from high impact drops, cable rupture from rolling equipment over the cable, delamination from cleaning with inappropriate solutions, or TEE bite marks. Seller may effectuate any repairs at Purchaser's facility, and Purchaser shall furnish Seller safe and sufficient access for such repair. Repair or replacement may be with parts or products that are new, used or refurbished. Repairs or replacements shall not interrupt, extend or prolong the term of the warranty. Purchaser shall, upon Seller's request, return the non-complying Product or part to Seller with all transportation charges prepaid, but shall not return any Product or part to Seller without Seller's prior written authorization. Purchaser shall pay Seller its normal charges for service and parts for any inspection, repair or replacement that falls outside of Seller's warranty. Seller's warranty does not apply to consumable materials, disposables, supplies, accessories and collateral equipment, except as specifically stated in writing or as otherwise set forth in the Product Warranty.
10.3 This warranty is made on condition that immediate written notice of any noncompliance be given to Seller and Seller's inspection reveals that Purchaser's claim is covered under the terms of the warranty (i.e., that the noncompliance is due to traceable defects in original materials and/or workmanship).
10.4 Purchaser shall provide Seller with both on-site and remote access to the Products. The remote access shall be provided through the 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 PRODUCT WARRANTY. SUCH WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSES, AND SUCH CONSTITUTES THE SOLE AND EXCLUSIVE WARRANTY MADE WITH RESPECT TO THE PRODUCTS, SERVICE OR OTHER ITEM FURNISHED UNDER THIS AGREEMENT.
10.7 In the event of any inconsistencies between the terms of this Section 10 and the terms of the Product Warranty, the terms of the Product Warranty shall prevail.

11. LIMITATION OF LIABILITY

11.1 In no event shall Seller's liability hereunder exceed the actual loss or damage sustained by Purchaser, up to the purchase price of the Products. The foregoing limitation of liability shall not apply to claims for bodily injury or damages to real property or tangible personal property to the extent arising from Seller's negligence or a product defect.
11.2 SELLER SHALL NOT BE LIABLE FOR ANY LOSS OF USE, REVENUE OR ANTICIPATED PROFITS; COST OF SUBSTITUTE PRODUCTS OR SERVICES; LOSS OF STORED, TRANSMITTED OR RECORDED DATA; OR FOR ANY INDIRECT, INCIDENTAL, UNFORESEEN, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY OR FORM OF ACTION, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY THEREOF, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SALE OR USE OF THE PRODUCTS. THE FOREGOING IS A SEPARATE, ESSENTIAL TERM OF THIS AGREEMENT AND SHALL BE EFFECTIVE UPON THE FAILURE OF ANY REMEDY, EXCLUSIVE OR NOT.

12. INSTALLATION - ADDITIONAL CHARGES

12.1 General. Unless otherwise expressly stipulated in writing, the Products

shall be installed by and at the expense of Seller except that Seller shall not provide rigging or site preparation services unless otherwise agreed to in writing by Seller for an additional charge. Seller will not install accessory items such as cabinets, illuminators, darkroom equipment or processors for X-Ray and CT equipment, unless otherwise agreed to in writing by Seller.

12.2 Installation by Seller. If Seller specifies it will install the Products, the following applies: subject to fulfillment of the obligations set forth in Section 12.3 below, Seller shall install the Products and connect them to the requisite safety switches and power lines to be installed by Purchaser. Except as otherwise specified below, if such installation and connection are performed by Seller's technical personnel, prices shown include the cost thereof, provided that the installation and connection can be performed within the Continental United States or Puerto Rico and during normal business hours. Any overtime charges or other special expenses shall be additional charges to the prices shown.

12.3 Purchaser's Obligations. Purchaser shall, at its expense, provide all proper and necessary labor and materials for plumbing service, carpentry work, conduit wiring, and other preparations required for such installation and connection. All such labor and materials shall be completed and available at the time of delivery of the Products by Seller. Additionally, Purchaser shall provide free access to the installation site and, if necessary, safe and secure space for storage of Products and equipment prior to installation by Seller. Purchaser shall be responsible, at its sole cost and expense, for obtaining all permits, licenses and approvals required by any federal, state or local authorities in connection with the installation and operation of the Products, including but not limited to any certificate of need and zoning variances. Purchaser shall provide a suitable environment for the Products and shall ensure that its premises are free of hazardous conditions and any concealed or dangerous conditions and that all site requirements are met. Seller shall delay its work until Purchaser has completed the removal of any 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. If local labor conditions, including a requirement to use union labor, require the use of non-Seller employees to participate in the installation of the Product or otherwise causes delays or any additional expenses, then any such additional costs shall be at Purchaser's expense.

12.4 Regulatory Reporting. In the event that any regulatory activity is performed by anyone other than Seller's authorized personnel, then Purchaser shall be responsible for fulfilling any and all reporting requirements.

12.5 Completion of Installation. Installation shall be complete upon the conclusion of final calibration and checkout under Seller's standard procedures to verify that the Products meet applicable written performance specifications. Notwithstanding the foregoing, first use of the Products by Purchaser, its agents or employees for any purpose after delivery shall constitute completion of installation.

13. PATENT, COPYRIGHT AND OTHER INFRINGEMENT CLAIMS

13.1 Infringement by Seller. Seller warrants that the Products manufactured by Seller and sold hereunder do not infringe any U.S. patent or copyright. If Purchaser receives a claim that any such Products, or parts thereof, infringe upon the rights of others under any U.S. patent or copyright, Purchaser shall notify Seller immediately in writing. Provided that Purchaser gives Seller information, assistance and exclusive authority to evaluate, defend and settle such claims, Seller shall at its own expense and option: indemnify and defend Purchaser against such claims; settle such claims; procure for Purchaser the right to use the Products; or remove or modify them to avoid infringement. If none of these alternatives is available on terms reasonable to Seller, then Purchaser shall return the Products to Seller and Seller shall refund to Purchaser the purchase price paid by Purchaser less reasonable depreciation for Purchaser's use of the Products. The foregoing states Seller's entire obligation and liability, and Purchaser's sole remedy, for claims of infringement.

13.2 Infringement by Purchaser. If some or all of the Products sold hereunder are made by Seller pursuant to drawings or specifications furnished by Purchaser, or if Purchaser modifies or combines, operates or uses the Products other than as specified by Seller or with any product, data, software, apparatus or program not provided or approved by Seller, then the indemnity obligation of Seller under Section 13.1 shall be null and void.

14. DESIGNS AND TRADE SECRETS; LICENSE; CONFIDENTIALITY

14.1 Any drawings, data, designs, software programs or other technical information supplied by Seller to Purchaser in connection with the sale of the Products shall remain Seller's property and shall at all times be held in confidence by Purchaser.

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

14.3 Seller and Purchaser shall maintain the confidentiality of any information provided or disclosed to the other party relating to the business, customers and/or patients of the disclosing party, as well as this Agreement and its terms (including the pricing and other financial terms under which the Purchaser will be purchasing the Products). Each party shall use reasonable care to protect the confidentiality of the information disclosed, but no less than the degree of care it would use to protect its own confidential information, and shall only disclose the other party's confidential information to its employees and agents having a need to know this information. The obligations of confidentiality set forth herein shall not apply to any information in the public domain at the time of disclosure or that is required to be disclosed by court order or by law.

15. ASSIGNMENT

15.1 Neither party may assign any rights or obligations under this Agreement without the prior written consent of the other, which shall not be unreasonably withheld. Any attempt to do so shall be void, except that Seller may assign this Agreement without consent to any subsidiary or affiliated company, and may delegate to authorized subcontractors or service suppliers any work to be performed under this Agreement so long as Seller remains liable for the performance of its obligations under this Agreement. This Agreement shall inure to and be binding upon the parties and their respective successors, permitted assigns and legal representatives.

16. COSTS AND FEES

16.1 In the event that any dispute or difference is brought arising from or relating to this Agreement or the breach, termination or validity thereof, the prevailing party shall be entitled to recover from the other party all reasonable attorneys' fees incurred, together with such other expenses, costs and disbursements as may be allowed by law.

17. MODIFICATION

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

18. GOVERNING LAW; WAIVER OF JURY TRIAL

18.1 This Agreement shall be governed by the laws of the state where the Product(s) will be installed, without regard to that state's choice of law principles.

18.2 EACH OF THE PARTIES EXPRESSLY WAIVES ALL RIGHTS TO A JURY TRIAL IN CONNECTION WITH ANY DISPUTE UNDER THIS AGREEMENT.

19. COST REPORTING

19.1 Purchaser agrees that it must fully and accurately report prices paid under this Agreement, net of all discounts, as required by applicable law and contract, including without limitation 42 CFR §1001.952(h),in all applicable Medicare, Medicaid and state agency cost reports. Purchaser shall retain a copy of this Agreement and all other communications regarding this Agreement, together with the invoices for purchase and permit agents of the U.S. Department of Health and Human Services or any state agency access to such records upon request.

20. INTEGRATION

20.1 These terms and conditions, including any attachments or other documents incorporated by reference herein, constitute the entire, complete and exclusive statement of agreement with respect to the subject matter hereof, and supersede any and all prior agreements, understandings and communications between the parties with respect to the Products. Purchaser's additional or different terms and conditions stated in a purchase order, bid documents or any other document issued by Purchaser are specifically rejected and shall not apply to the transactions contemplated under this Agreement.

21. SEVERABILITY; HEADINGS

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

22. WAIVER

22.1 No failure and no delay in exercising, on the part of any party, any right under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right preclude the further exercise of any other right.

23. NOTICES
23.1 Any notice or other communication under this Agreement shall be deemed properly given if in writing and delivered in person or mailed, properly addressed and stamped with the required postage, to the intended recipient at its address specified on the face hereof.

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

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

26. ACCESS TO BOOKS AND RECORDS
26.1 To the extent required by Section 1861(v)(1)(I) of the Social Security Act and the regulations promulgated thereunder, until the expiration of four (4) years after the furnishing of any Product or service pursuant to this Agreement, Seller shall make available, upon written request by the Secretary of Health and Human Services (the "Secretary"), or upon request by the Comptroller General (the "Comptroller"), or any of their duly authorized representatives, copies of this Agreement and any books, documents, records or other data of Seller that are necessary to certify the nature and extent of any costs incurred by Purchaser for such Products and services. If Seller carries out any of its duties under this Agreement through a subcontract with a related organization involving a value or cost of ten thousand dollars ($10,000) or more over a twelve (12) month period, Seller will cause such subcontract to contain a clause to the effect that, until the expiration of four (4) years after the furnishing of any Product or service pursuant to said contract, the related organization will make available upon the written request of the Secretary or the Comptroller, or any of their duly authorized representatives, copies of records of said related organization that are necessary to certify the nature and extent of cost incurred by Purchaser for such Product or service.

27. DISPOSITION OF PRODUCTS
27.1 Purchaser expressly agrees that should Purchaser sell, transfer or otherwise dispose of the Products, Purchaser shall notify Seller in writing and give Seller the opportunity to purchase such Products. With Purchaser's notice, Purchaser shall provide Seller with a copy of the third party's binding offer to purchase the Products and Seller shall have seven (7) days to notify the Purchaser of an offer to purchase the Products.

05/15 Rev.

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

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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

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

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

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

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

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Revised 03/15/05

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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. Title to the trade-in equipment shall pass to Siemens upon the earlier of de-installation of the trade-in equipment or installation/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 3.5% of the total trade-in value plus any additional value provided by an Elevate/Promotional program included in this quotation (no less than $1000) for each month, or part thereof, that access is denied. In addition, if the purchase and installation of the new equipment covered by this Quotation is not completed, then Seller shall invoice Purchaser for all costs and expenses incurred by Seller in connection with the de-installation and removal of the trade-in equipment, including but not limited to labor, materials, rigging out, and transportation, which costs shall be paid by Purchaser within thirty (30) days of the invoice date.

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

Product (New Systems and "ECO" Refurbished Systems Only)	**Period of Warranty[1]**	**Coverage**	
MI-SPECT System or MI-PET System (not including radioactive sources and consumables)	12 months	Full Warranty (parts & labor, including ALL CT tubes)	

Post-Warranty (after expiration of system warranty) – Replacement parts only!			
Straton CT tubes	Prorated to a maximum of 160,000 scan-seconds or 12 months whichever occurs first	Prorated credit given to customer against replacement cost	credit percentage = (160,000 – scan-seconds used) / 160,000*100
Dura Akron Q CT tubes	Prorated to a maximum of 120,000 scan-seconds or 12 months whichever occurs first	Prorated credit given to customer against replacement cost	credit percentage = (120,000 – scan-seconds used) / 120,000*100
All other Dura CT tubes	Prorated to a maximum of 130,000 scan-seconds or 12 months whichever occurs first	Prorated credit given to customer against replacement cost	credit percentage = (130,000 – scan-seconds used) / 130,000*100
Radioactive sources	Not covered		
Spare parts	6 months	Parts only	
Consumables	Not covered		

Note: Optional Extended Warranty Coverage can be obtained by purchase of a service agreement.

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

Exhibit-E

COMPANY GLN: Purchase Order: 1743384-0-CAP REPRINT

NEW HANOVER REGIONAL MED CNTR

Page: 1
Date: 05/10/16

SHIP TERMS: FOB DESTINATION FREIGHT: STANDARD TRUCK
SHIP VIA:

VENDOR: 4789-PNH2
SIEMENS MEDICAL SOLUTIONS USA INC
40 LIBERTY BOULEVARD
MALVERN PA 28401-7407

SHIP TO:
NEW HANOVER DISTRIBUTION CNTR
RECEIVING DOCK
2131 SOUTH 17TH ST
WILMINGTON NC 28401

CONTACT: SIEMENS MEDICAL SOLUTIONS
PHONE: 800-255-3232
FAX: 4159650143

CONTACT: Joey Pedro
PHONE: 910-815-5891
FAX: 910-815-5987
BUYER GLN:
EMAIL ADDRESS: Joseph.Pedro@nhhn.org

Joseph Pedro S.S.C.

TERMS	DISCOUNT DAYS	RATE	NET	ACCOUNT NUMBER
Net Due 35 Days			35	8527

Deliver on October 31, 2016 unless specified by line
Purchase Order Currency: United States Dollar

Invoice by mail
Process Level: REG
****
Quote#: PRO 1-GH4U7K.. Dated: 5/2/2016...
Quote#: PRO 1-GH4UHM.. Dated: 5/2/2016...
Quote#: PRO 1-DFVUQ1 Rev 6..
Quote#: PRO 1-GCPEB0 Rev 1....

PET Senior & Biograph CT with All Included Accessories...

Proposals Include Discounts for Syngo.via Promo,
Elev PETSen & EOS Bonus PET Senior .....

PET Clinical Education - Local, Includes Initial, Follow-up,
CT Cross Trainer, Biograph Advance, Class Room, Virtual
and Additional Training.....
.
All items to be configured as noted on Proposals & Quotes.....

.Activity# 120-16-019 asset tag# Biomed To Assign

Please contact Joshua Tucker,
Director of Radiology, Radiology Administration
at 910-667-7978 with any questions
Joshua.Tucker@nhrmc.org

LINE	ITEM NUMBER / DESCRIPTION	QUANTITY / PRICE	EXTENDED AMOUNT

LINE	ITEM NUMBER / DESCRIPTION	QUANTITY / PRICE	EXTENDED AMOUNT
1	PET SENIOR & BIOGRAPH M CT 80% DUE UPON DELIVERY Vendor Item Number: ASSET TAG: BIOMED TO ASSIGN Vendor Item Desc:	1 LO 1,163,433.60	1,163,433.60
2	PET SENIOR & BIOGRAPH M CT 20% DUE UPON INSTALLATION Vendor Item Number: ASSET TAG: BIOMED TO ASSIGN Vendor Item Desc:	1 LO 290,858.40	290,858.40
3	PET CLINICAL EDUCATION - LOCAL TRAINING/MTLS/CONSULT/EDU Vendor Item Number: CLASS RM/VIRTUAL/ONSITE/ADD'L Vendor Item Desc:	1 LO 75,608.00	75,608.00
4	DOSE START UP KIT - 250 DOSES 10119211 No charge item Vendor Item Number: FOR TRAINING & EDUCATION Vendor Item Desc:	1 PK 0.00	0.00

Purchase Order Summary

Goods Total:	1,529,900.00
Order Total:	1,529,900.00

End of Purchase Order: 1743384-0-CAP

Exhibit F

PROPOSED CAPITAL COSTS

Project Name: _PET CT Replacement_____

Proponent: _____

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			
	Soil Borings	$_____		
	Clearing-Earthwork	$_____		
	Fine Grade For Slab	$_____		
	Roads-Paving	$_____		
	Concrete Sidewalks	$_____		
	Water and Sewer	$_____		
	Footing Excavation	$_____		
	Footing Backfill	$_____		
	Termite Treatment	$_____		
	Other (Specify)	$_____		
	Sub-Total Site Preparation Costs		$_____	
(6)	Other (Specify)		$_____	
(7)	**Sub-Total Site Costs**			**$0**
B.	**Construction Contract**			
(8)	Cost of Materials			
	General Requirements	$_____		
	Concrete/Masonry	$_____		
	Doors & Windows/Finishes	$_____		
	Thermal & Moisture Protection	$_____		
	Equipment/Specialty Items	$_____		
	Mechanical/Electrical	$_____		
	Other (Specify)	$_____		
	Sub-Total Cost of Materials		$_____	
(9)	Cost of Labor		$_____	
(10)	Other (Specify)		$_____	
(11)	**Sub-Total Construction Contract**			**$274,180**
C.	**Miscellaneous Project Costs**			
(12)	Building Purchase		$_____	
(13)	Fixed Equipment Purchase/Lease		$1,529,900	
(14)	Movable Equipment Purchase/Leas		$_____	
(15)	Furniture		$_____	
(16)	Landscaping		$_____	
(17)	Consultant Fees			
	Architect and Engineering Fees	$_____		
	Legal Fees	$_____		
	Market Analysis	$_____		
	Other (Specify)	$_____		
	Sub-Total Consultant Fees		$_____	
(18)	Financing Costs (e.g. Bond, Loan, etc.)		$_____	
(19)	Interest During Construction		$_____	
(20)	Other (Specify)_Owner Cost_____		$25,820	
(21)	**Sub-Total Miscellaneous**			$1,555,720
D.	**Total Capital Cost of Project**			$1,829,900

I certify that, to the best of my knowledge, the above construction related costs of the proposed project named above are complete and correct.

ERIC J. CERVELLA
REGISTERED ARCHITECT
7877
NORTH CAROLINA
MATTHEWS, N.C.

(Signature of Licensed Architect or Engineer)

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

(Proponent - Signature of Officer)

V.P. Facilities + Support Svcs
(Title of Officer)

6/1/16

Exhibit G

SIEMENS Healthcare

Mr. Ed Parker
New Hanover Regional Medical Center
2131 S. 17th Street
Wilmington, NC 28401

Dear Ed,

The purpose of this letter is to confirm that Siemens Healthcare will be responsible for the de-installation and removal of the Biograph PET/CT currently installed in the Medical Mall located at 2243 S. 17th Street Wilmington, NC 28401. As part of the purchase of the Biograph mCT 20 (replacemnet equipment) the cost of the de-installation and removal is included in our quote number 1-DFVUQ1 Rev. 6. There are no additional costs for de-installation and removal.

We will work closely with you to schedule the removal and it is understood that Siemens will take possession of the existing equipment and will permanently remove it from the State of North Carolina. Further, the euipment will no longer be exempt from requirements of the North Carolina Certificate of Need law, and will not be used in North Carolina without first obtaining a new certificate of need.

Thank You,

L. Craig Argo

Craig Argo
Account Executive
Siemens Healthcare

Siemens Medical Solutions USA, Inc.

40 Liberty Blvd.
Malvern, PA 19355
USA

Tel.: +1-888-826-9702
www.usa.siemens.com/healthcare