



DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF HEALTH SERVICE REGULATION

ROY COOPER
GOVERNOR

MANDY COHEN, MD, MPH
SECRETARY

MARK PAYNE
DIRECTOR

May 10, 2017

Denise M. Gunter
Nelson Mullins
380 Knollwood Street
Winston-Salem, NC 27103

Exempt from Review – Replacement Equipment

Record #: 2259
Facility Name: Piedmont Stone Center
FID #: 060074
Business Name: Piedmont Stone Center, PLLC
Business #: 1420
Project Description: Replace existing mobile lithotripter
County: Forsyth

Dear Ms. Gunter:

The Healthcare Planning and Certificate of Need Section, Division of Health Service Regulation (Agency), determined that based on your letter of May 8, 2017, the above referenced proposal is exempt from certificate of need review in accordance with N.C. Gen. Stat. §131E-184(a)(7). Therefore, you may proceed to acquire without a certificate of need the Siemens Modularis Variostar, Serial # 30748 to replace the Siemens Lithostar Modularis, Serial # 01171. This determination is based on your representations that the existing unit will be disposed of and will not be used again in the State without first obtaining a certificate of need if one is required.

Moreover, you need to contact the Agency's Acute and Home Care Licensure and Certification Section 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

HEALTHCARE PLANNING AND CERTIFICATE OF NEED SECTION

WWW.NCDHHS.GOV

TELEPHONE 919-855-3873

LOCATION: EDGERTON BUILDING • 809 RUGGLES DRIVE • RALEIGH, NC 27603

MAILING ADDRESS: 2704 MAIL SERVICE CENTER • RALEIGH, NC 27699-2704

AN EQUAL OPPORTUNITY/ AFFIRMATIVE ACTION EMPLOYER



separate determination. If you have any questions concerning this matter, please feel free to contact this office.

Sincerely,



Celia C. Inman
Project Analyst



Martha J. Frisone
Assistant Chief, Certificate of Need

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

Nelson Mullins

Nelson Mullins Riley & Scarborough LLP

Attorneys and Counselors at Law
380 Knollwood Street / Suite 530 / Winston-Salem, NC 27103
Tel: 336.774.3300 Fax: 336.774.3372
www.nelsonmullins.com

Denise M. Gunter
Tel: 336.774.3322
Fax: 336.774.3372
denise.gunter@nelsonmullins.com

May 8, 2017

Hand Delivered

Martha J. Frisone
Assistant Chief, Healthcare Planning and Certificate of Need Section
North Carolina Department of Health and Human Services
Division of Health Service Regulation
809 Ruggles Drive
Raleigh, North Carolina 27603



Re: Replacement Equipment Exemption Notice for Piedmont Stone Center, PLLC
Health Service Area II
Forsyth County

Dear Ms. Frisone:

On behalf of Piedmont Stone Center, PLLC, and pursuant to N.C. Gen. Stat. § 131E-184(a)(7), I am writing to provide the Agency with prior written notice of Piedmont Stone Center's intention to acquire a replacement mobile lithotripter. Piedmont Stone Center presently owns four mobile lithotripters. Piedmont Stone Center has also been CON-approved for a fifth lithotripter. Piedmont Stone Center would like to replace one of its four existing machines, which was originally acquired in 2003. The total capital cost for the replacement is \$845,350. This amount includes the lithotripter and the trailer, as well as sales tax. The tractor is not being replaced. Attached as **Exhibit A** is an equipment comparison form. **Exhibit B** is a signed capital cost form. **Exhibit C** is a quote from Siemens, the manufacturer of the lithotripter. **Exhibit D** is a quote from Medical Coaches, the manufacturer of the trailer.

This project meets the requirements of N.C. Gen. Stat. § 131E-176(22a) because the equipment costs less than \$2 million and is being purchased for the sole purpose of replacing comparable medical equipment currently in use which will be sold or otherwise disposed of when replaced. The total capital costs for this replacement, \$845,350, includes all costs essential to acquiring and making the replacement lithotripter operational. The existing lithotripter, which is now fourteen years old, is fully depreciated and has zero fair market value. The existing lithotripter will be disposed of when the replacement arrives.

Martha J. Frisone
May 8, 2017
Page 2

This project also meets the requirements of 10A NCAC 14C.0303 because the replacement lithotripter is comparable to the existing lithotripter. Specifically:

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

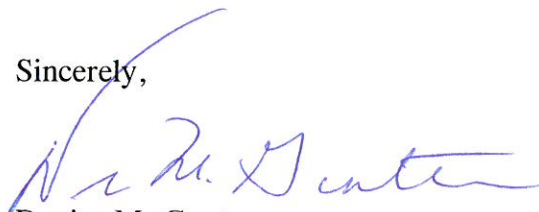
See 10A NCAC 14C.0303(d)(1-3). None of the exclusions in 10A NCAC 14C.0303(e)(1-5) applies here.

Accordingly, Piedmont Stone Center respectfully requests that the Agency issue its written determination that the proposed replacement equipment acquisition is exempt from CON review. Piedmont Stone Center would like to replace this lithotripter in the next few weeks, and would be grateful for the Agency's prompt consideration of this request.

Thank you for your time and attention. Please let me know if you have any questions.

With best regards.

Sincerely,



Denise M. Gunter

Enclosures

Exhibit A

EQUIPMENT COMPARISON

EXISTING EQUIPMENT	REPLACEMENT EQUIPMENT
LITHOSTAR MODULARIS	MODULARIS VARIOSTAR
Siemens	Siemens
N/A	N/A
N/A	N/A
01171	30748
#6	#16
Mobile	Mobile
1M9A6A7233H022189	1M9A6B723HH022140
N/A	N/A
04/24/2003	N/A*
Holds Title	Holds Title
New	New
N/A	N/A
\$760,000	\$791,897**
\$0	\$791,897
\$760,000	N/A
NC and VA	NC and VA
256	256
0%	0%
0%	0%
ESWL**	ESWL***
N/A	ESWL***

Type of Equipment (List Each Component)

Manufacturer of Equipment

Tesla Rating for MRIs

Model Number

Serial Number

Provider's Method of Identifying Equipment

Specify if Mobile or Fixed

Mobile Trailer Serial Number/VIN #

Mobile Tractor Serial Number/VIN #

Date of Acquisition of Each Component

Does Provider Hold Title to Equipment or Have a Capital Lease?

Specify if Equipment Was/Is New or Used When Acquired

Total Capital Cost of Project (Including Construction, etc.) < Use Attached Form >

Total Cost of Equipment

Fair Market Value of Equipment

Net Purchase Price of Equipment

Locations Where Operated

Number Days In Use/To Be Used in N.C. Per Year

Percent of Change in Patient Charges (by Procedure)

Percent of Change in Per Procedure Operating Expenses (by Procedure)

Type of Procedures Currently Performed on Existing Equipment

Type of Procedures New Equipment is Capable of Performing

*This question is Not Applicable (N/A) because we do not have the new unit yet.

** This includes the lithotripter and the trailer. As reflected on the capital cost sheet, sales tax in the amount of \$53,453 brings the total cost of the project to \$845,350.

**ESWL is Extracorporeal Shock Wave Lithotripsy.

PROPOSED CAPITAL COSTS

Project Name: Replacement Lithotripter and trailer
 Proponent: Piedmont Stone Center, PLLC

A. Site Costs: N/A Because No Land is Being Purchased or Developed		
(1)	Full purchase price of land.....	\$ _____
(2)	Acres _____ Price per Acre \$ _____	
(3)	Closing costs.....	\$ _____
(4)	Site Inspection and Survey	\$ _____
(5)	Legal fees and subsoil investigation	\$ _____
	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	\$ _____
B. Construction Contract: N/A Because No Construction is Involved		
(8)	Cost of Materials	
	General Requirements	
	Concrete/Masonry	
	Woods/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	\$ _____
C. Miscellaneous Project Costs		
(12)	Building Purchase.....	\$ _____
(13)	Fixed Equipment Purchase/Lease.....	\$ _____
(14)	Movable Equipment Purchase/Lease.....	\$ 791,897
(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) Sales Tax of 6.75%.....	\$ 53,453
(21)	Sub-Total Miscellaneous	\$ 845,350
(22)	Total Capital Cost of Project (Sum A-C above).....	\$ 845,350

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

 N/A
 (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)

CEO

 (Title of officer)

Exhibit C



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

SIEMENS REPRESENTATIVE
Andy Greuling

Customer Number: 0000009076

Date: 1/6/2017

PIEDMONT STONE CENTER
3825 FOREST GATE DR
WINSTON SALEM, NC 27103

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: \$385,422
(total does not include any Optional or Alternate components which may be selected)

Proposal valid until 2/20/2017

Estimated Delivery Date: 3/1/17

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.

~~✓ Pricing only valid with the purchase of 5 systems.~~

Siemens will deliver the Product in this Quotation per mutual agreement. Within 45 days from Delivery, Customer will perform testing to validate the effectiveness of the C-Arm component contained in the Product. If Customer is not satisfied with the performance, Customer and Siemens shall meet to discuss options including trading out the C-Arm component for another Siemens Product at no additional cost. The replacement Product may be refurbished and Siemens will take ownership of the returned Product.

Payment Terms for this Quotation are 0% down, 60% invoiced at Delivery and 40% invoiced at install completion. All invoices are due net 30 days.

Delivery will additionally include 2 short leg extensions (Partnumber 5567519)

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

This Quotation is specific to PIEDMONT STONE 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.



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

SIEMENS REPRESENTATIVE
Andy Greuling

Accepted and Agreed to by:

Siemens Medical Solutions USA, Inc.

By (sign): Andy Greuling
Name: Andy Greuling
Title: Product Sales Executive
Date: 1/31/17

PIEDMONT STONE CENTER

By (sign): Charles H. Hauser
Name: Charles H. Hauser
Title: CEO
Date: 01/27/2017

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

SIEMENS REPRESENTATIVE
Andy Greuling

Quote Nr: 1-IZHBRH Rev. 0

Terms of Payment: 00% Down, 100% Delivery, 00% Installation
Free On Board: Destination

Purchasing Agreement: MEDASSETS

MEDASSETS terms and conditions apply to Quote Nr 1-IZHBRH

MODULARIS

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

Qty	Part No.	Item Description
1	14409782	MODULARIS Uro II Fully motorized, ergonomically designed patient table suitable for lithotripsy and endourological procedures. Equipped with a lateral cut-out/insert to accommodate the shockwave head during extracorporeal lithotripsy (ESWL). The table is optimized for use by an operator at several hospitals. It includes larger wheels, a set of separate brakes and a shield to protect the table base, all of which make transport significantly easier.
1	04498452	Fixed patient arm rest
1	14418438	MODULARIS Variostar MODULARIS Variostar is a compact and mobile therapy unit for shock wave applications in urological stone therapy (extracorporeal shock wave lithotripsy - ESWL). MODULARIS Variostar is equipped with the electromagnetic shock wave system 'C plus'. The standard support arm is used to move the therapy head into the undertable position and angulate it laterally at +/- 10°. A support arm is optionally available for the overtable and undertable positions. The menu-guided central hand control unit allows the setting of all relevant shock wave parameters, motorized table movement and C-arm angulation (with selected C-arms) as well as radiation release (fluoroscopy) and image storage (with selected C-arms). MODULARIS Variostar can optionally be combined with ACUSON X300 PE for localization and monitoring of stone disintegration.
1	14418473	Overtable/undertable treatment position# The flexible support arm extends the freedom of movement of the therapy head by the additional overtable therapy position. The support of overtable and undertable positions enables the treatment of all stones with the patient comfortably lying in the supine position. Moreover, the overtable therapy position is indispensable for comfortable positioning during ESWT applications. In the overtable therapy position, the therapy head can be angulated laterally at +/- 30° in order to find the optimum entry window for the shock wave into the patient's body.
1	14418472	Motorized gel position Motorized gel position for contact-free prepositioning of patients and easy application of gel onto the shock wave head.
1	14418300	Regional kit Variostar
1	14404778	Extension Cable hand-held control The extension cable for the handheld remote control is 10 meters in length. With this cable the system can be operated from a greater distance, e.g. from behind a lead glass partition.
1	14409786	Interface for ECG VarioStar
1	14449063	Adaption Variostar Cios Fusion This adaptation enables the laser-guided alignment of the MODULARIS Variostar lithotripsy module with the X-ray C-arm Cios Fusion.

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Andy Greuling

Qty	Part No.	Item Description
1	14455531	<p>Clos Fusion Litho</p> <p>Clos Fusion is a compact, mobile C-arm system with a dynamic flat detector and touch user interface for fluoroscopy and acquiring single images.</p> <p>The mobile system is designed for use in cardiac/vascular surgery, gastroenterology, urology, emergency surgery, orthopedics and general surgery.</p>
1	14455188	<p>Flat Detector 30x30</p> <p>High-resolution, dynamic flat panel detector with indirect converter technology (amorphous silicon) having a size of 30 cm x 30 cm, with a matrix of 1536 x 1536 pixels.</p>
1	14455116	<p>Dose measure. chamber</p> <p>System-integrated dose measuring chamber for displaying the dose area product or air kerma value.</p> <p>The cumulative dose area product is displayed for the current patient and saved under the patient data. The cumulated dose is automatically transferred to a radiation summary report and can be retrieved at any time. For each patient a cumulative value is saved in the patient database.</p> <p>Alternatively: Display of air kerma values</p>
1	14455123	<p>Mobi.workstation w.Flex pl. column</p> <p>Mobile workstation including monitor column with motorized height adjustment and 240°vertically rotatable monitors (-30°to +210°) for flexible positioning of the TFT displays with integrated cable routing and fold-up function for transport and park position.</p>
1	14455126	<p>2x High Bright TFT monitor</p> <p>Two 19" color TFT displays with high luminance for live and reference image display.</p>
1	14455113	<p>Dual DVI Video Splitter dual</p> <p>Connection for an external live monitor (monitor A) and an external reference monitor (monitor B) via DVI connection.</p>
1	14455136	<p>Standard foot switch</p> <p>Standard foot switch for radiation release and storing.</p>
1	14455138	<p>2D measurement function</p> <p>Measurement of angles and distances.</p>
1	14455150	<p>DICOM Send/Storage Commitment (StC)</p> <p>Digital, unidirectional image transfer of single images or complete folders to a network in DICOM format. Feedback from the image archive (Storage Commitment).</p>
1	14455151	<p>DICOM Print</p> <p>For sending and printing of images by means of a virtual filmsheet to a DICOM laser camera or printer. Provision of DICOM Print service for connection to a laser camera or a network printer (postscript-capable).</p>
1	14455153	<p>DICOM Worklist / MPPS</p> <p>Import of patient/examination data from an external RIS/HIS patient management system with DICOM MWL (Modality Worklist) as well as feedback on the examination status with DICOM MPPS (Modality Performed Procedure Step).</p>
1	14455162	<p>Printer installation kit</p> <p>Installation kit for connecting Sony UP D 89x, UP 97x, and 89x printers</p>
1	14455203	<p>Skin Spacer</p> <p>Single-tank spacer.</p>
1	SU_INITIAL_24	<p>Initial onsite trng 24 hrs</p> <p>Up to (24) hours of on-site clinical education training, scheduled consecutively 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</p>

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

SIEMENS REPRESENTATIVE
 Andy Greuling

Qty	Part No.	Item Description
1	XPU_INITIAL_3 2	<p>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.</p> <p>Initial onsite trng 32 hrs - FMV \$7900</p> <p>Up to (32) hours of on-site clinical education training, scheduled consecutively 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.</p>
1	XPU_FOLLOW UP_24	<p>Follow-up Training 24 hours</p> <p>Up to (24) hours of follow-up on-site clinical education training, scheduled consecutively (Monday - Friday) during standard business hours for a maximum of (4) imaging professionals. Uptime Clinical Education phone support is provided during the warranty period for specified posted hours. This educational offering must be completed (12) months from install end date. If training is not completed within the applicable time period, Siemens obligation to provide the training will expire without refund.</p>

System Total: \$385,422

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

SIEMENS REPRESENTATIVE
 Andy Greuling

OPTIONS on Quote Nr: **1-IZHBRH Rev. 0**

OPTIONS for MODULARIS

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

Qty	Part No.	Item Description	Extended Price	Initial to Accept
1	SONYUP991A D	Sony UP991AD printer - film and paper Black & White Hybrid Graphic Printer.	+ \$3,614	<u>X</u>

The UP-971AD is a black and white HYBRID graphic printer that supports both analog and digital applications. The UP-971AD has both an analog video input as well as a USB 2.0 high speed interface for digital printing. The UP-971AD offers a resolution of 325 dpi and print speed of about 8 seconds. * Dimensions: 12.4 x 5.2 x 12.0 Inches. * Print Media: 210mm width roll. * Print Size: 10.5 x 7.87 Inches (Digital/MAX). * Printing Method: Thermal Printing. * Resolution: 325 dpi.

Includes one year warranty through Sony.

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.

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

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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

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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 patents 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.

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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.

05/16 Rev.

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

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about the delivery date stated in the Agreement unless a separate delivery date is agreed upon. If Software or Documentation licensed hereunder is lost or damaged during shipment from Licensor, Licensor will replace it at no charge to Licensee. If any Software or Documentation supplied by Licensor and licensed hereunder is lost or damaged while in the possession of Licensee, Licensor will replace it at Licensor's then current applicable charges, if any, for materials, processing and distribution. Notwithstanding the provisions of Section 8 of the attached Terms and Conditions of Sale, if any, the Software and Documentation, in any form, and all copies made by Licensee, including partial copies, and all computer media provided by Licensor are and remain the property of Licensor or its supplier. Licensee has no right, title or interest in the Software, the Documentation, or any computer media provided by Licensor, or copies, except as stated herein, and ownership of any such Software, Documentation and computer media shall at all times remain with Licensor or its suppliers.

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

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

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Revised 03/15/05

TRADE-IN EQUIPMENT REQUIREMENTS

THE FOLLOWING APPLIES ONLY TO THE EXTENT THAT THE QUOTATION INCLUDES AN EQUIPMENT TRADE-IN. THESE REQUIREMENTS ARE IN ADDITION TO ANY OTHER REFERENCED TERMS AND CONDITIONS ON THE QUOTATION AND SHALL REMAIN IN EFFECT REGARDLESS OF ANY CONTRARY LANGUAGE IN THE QUOTATION.

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

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

Purchaser further acknowledges and agrees that (i) the trade-in equipment will be free and clear of all liens and encumbrances including, but not limited to, unpaid leases and loans, and that upon request, it will execute a bill of sale or other documents reasonably satisfactory to 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 (or Designee) must be received prior to the removal of the mobile system. **FOR MODALITY TRADE SYSTEMS (non-ultrasound):** The trade-in equipment must be available for inspection within two weeks of the scheduled de-installation date. In addition, Purchaser must provide a clear path for the removal of the trade-in equipment. 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.

AT Warranty Information

Product (New Systems and "ECO" Refurbished Systems Only)	Period of Warranty ¹	Coverage	
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X-Ray System (not including consumables)	12 months	Full Warranty (parts & labor)	Includes Flat Panel Detectors
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Following parts will include warranty as listed below:

All AT Flat Panel Detectors (Includes HDR, Q.zen, Pixium, PaxScan, Canon, and LMAM Detectors)	First 12 months	100% Wear or Failure parts and labor	
	Months 13 through 36	Prorated credit given to customer against replacement cost	credit percentage = (36 - months in use) / 36 * 100
Image Intensifier Tubes (Sirecon, Optilux)	First 12 months		
	Months 13 through 24	Prorated credit given to customer against replacement cost, parts only	credit percentage = (24 - months in use) / 24 * 100
Megalix Cat Plus Tube	First 12 months	80,000 SLU ² or 12 months, whichever occurs first	
	Months 13 through 24	Prorated credit given to customer against replacement cost, parts only	credit percentage = (24 - months in use) / 24 * 100
Gigalix Tube	First 12 months	100,000 SLU ² or 12 months, whichever occurs first	
	Months 13 through 24	Prorated credit given to customer against replacement cost, parts only	credit percentage = (24 - months in use) / 24 * 100
Single Tank Tubes (Polyphos P125-135, Sirephos SR)	12 months		
Single Tank X-Ray Tubes (Powerphos)	Prorated to a maximum of 80,000 SLU ² or 12 months, whichever occurs first	Prorated credit given to customer against replacement cost	credit percentage = (80,000 - SLU used) / 80,000 * 100
Consumables	Not covered		

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Post-Warranty (after expiration of system warranty) – Replacement parts only ¹			
Items above	As described above, but parts only	As described above, but parts only	As described above, but parts only
Spare Parts	6 months	Parts only	

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

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

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

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XP Warranty Information for XP RF / XP WH / XP SU Mobile Units only

Product (New Systems and "ECO" Refurbished Systems Only)	Period of Warranty ¹	Coverage	
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X-Ray System (not including consumables)	12 months	Full Warranty (parts & labor)	
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Following parts will include warranty as listed below:			
Image Intensifier Tubes (Sirecon, Optilux)	First 12 months	Prorated credit given to customer against replacement cost, parts only	credit percentage = (24 - months in use) / 24*100
	Months 13 through 24		
Flat Panel Detectors (e.g, Pixium, PaxScan, Canon, LMAM)	First 12 months	Prorated credit given to customer against replacement cost	credit percentage = (36 - months in use) / 36*100
	Months 13 through 36		
General Diagnostic tubes (Opti, Optitop)	12 months		
Mammography tubes (P40/single tank unit)			
Single tank tubes (Polyphos, P125-135, Sirephos, SR)			
Single tank x-ray tubes (Powerphos)	Prorated to a maximum of 80,000 SLU ² or 12 months whichever occurs first	Prorated credit given to customer against replacement cost	credit percentage = (80,000 - SLU used) / 80,000*100
Control Triodes for Generators	Prorated to a maximum of 12 months	Prorated credit given to customer against replacement cost	credit percentage = (12 - months in use) / 12*100
TV Camera tubes (exposure tubes) and cathode-ray tubes (CRT)	Prorated to a maximum of 12 months	Prorated credit given to customer against replacement cost	credit percentage = (12 - months in use) / 12*100
Consumables	Not covered		

Post-Warranty (after expiration of system warranty) – Replacement parts only!			
Items above	As described above, but parts only	As described above, but parts only	As described above, but parts only
Spare parts	6 months	Parts only	

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

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

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

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XP Warranty Information for XP U

Product (New Systems and "ECO" Refurbished Systems Only)	Period of Warranty ¹	Coverage	
X-Ray System (not including shockwave components and consumables)	12 months	Full Warranty (parts & labor)	

Following parts will include warranty as listed below:			
Image Intensifier Tubes (Sirecon, Optilux)	First 12 months		
	Months 13 through 24	Prorated credit given to customer against replacement cost, parts only	credit percentage = (24 - months in use) /24*100
Flat Panel Detectors (e.g, Pixium, PaxScan, Canon, LMAM)	First 12 months		
	Months 13 through 36	Prorated credit given to customer against replacement cost	credit percentage = (36 - months in use) /36*100
General Diagnostic tubes (Opti, Optitop) Mammography tubes (P40/single tank unit) Single tank tubes (Polyphos, P125-135, Sirephos, SR)	12 months		
Control Triodes for Generators	Prorated to a maximum of 12 months	Prorated credit given to customer against replacement cost	credit percentage = (12 - months in use) /12*100
TV Camera tubes (exposure tubes) and cathode-ray tubes (CRT)	Prorated to a maximum of 12 months	Prorated credit given to customer against replacement cost	credit percentage = (12 - months in use) /12*100
Shockwave head (Standard)	150,000 LS		
Shockwave head C	300,000 LS		
Shock generator and spark-gap module	400,000 LS		
Shockwave module and ultrasound probe included in shockwave system	300,000 LS		
Shock Head, C Plus system Part# 70 41 358	1,500,000 LS or 12 months whichever occurs first		
Charging energy unit Part# 11 58 000	2,000,000 LS or 12 months whichever occurs first		
Consumables	Not covered		

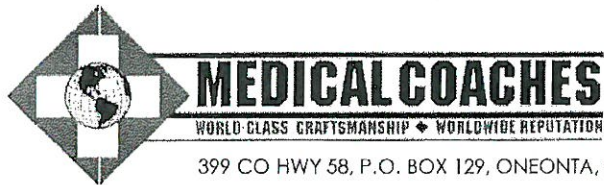
Post-Warranty (after expiration of system warranty) – Replacement parts only!			
Items above	As described above, but parts only	As described above, but parts only	As described above, but parts only
Spare parts	6 months	Parts only	

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

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

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

Exhibit D



399 CO HWY 58, P.O. BOX 129, ONEONTA, NY 13820-0129 USA • PHONE: 607-432-1333 • FAX: 607-432-8190



Mr. Ed Bowles
 PIEDMONT STONE CENTER, PLLC
 Hawthorne Medical Plaza
 1907 South Hawthorne Rd
 Winston-Salem, NC 27103

QUOTATION/PROFORMA Pg. 1

DATE February 3, 2017

PROPOSAL NO. 17-030CWS
REF: Unit #2

Medical Coaches Incorporated is pleased to submit the following quotation and offers to sell the items described herein at prices and terms stated, subject to your acceptance of the terms and conditions expressed herein and as outlined on the reverse side of this document.

Quantity	DESCRIPTION	PRICE
1	<p>Siemens MODULARIS Mobile Lithotripsy Semi-Trailer equipped and furnished as per specification #030116/3053 and reference drawing #3806. All Siemens-supplied equipment must be shipped without cost to Medical Coaches' Oneonta, New York, facility. The equipment is required in Medical Coaches' facility 10 days prior to delivery of completed trailer (timing coordinated with Medical Coaches' delivery schedule). Any options or additional equipment required by Siemens to make the system operational must also be supplied without charge for installation at Medical Coaches. Medical Coaches will provide physical system installation. Siemens will be responsible for final system hook-up, calibration, and testing.</p> <p>NET FOB Oneonta, NY, One (1) Siemens MODULARIS Mobile Lithotripsy Semi-Trailer Special Discount</p> <p>Discounted NET FOB Oneonta, NY, One (1) MODULARIS Trailer</p> <p>Recommended Options: (additional cost per unit indicated)</p> <p>1. ECARO clean agent fire suppression system. \$23,875.00 2. Bi-fold canopy door No Charge 3. Dual voltage capacity (120/240-volt, single phase and 480-volt, three-phase) <u>7,100.00</u></p> <p>Total Recommended Options, One (1) Unit <u>30,975.00</u></p> <p>TOTAL NET FOB ONEONTA, NY, ONE (1) DISCOUNTED SIEMENS MODULARIS MOBILE LITHOTRIPSY SEMI-TRAILER INCLUDING RECOMMENDED OPTIONS <u>\$406,475.00</u></p>	<p>\$395,500.00</p> <p><u>-20,000.00</u></p> <p>\$375,500.00</p> <p><u>30,975.00</u></p> <p><u>\$406,475.00</u></p>



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QUOTATION/PROFORMA Pg. 2

Mr. Ed Bowles
PIEDMONT STONE CENTER, PLLC
Hawthorne Medical Plaza
1907 South Hawthorne Rd
Winston-Salem, NC 27103

DATE February 3, 2017

PROPOSAL NO. 17-030CWS
REF: Unit #2

Medical Coaches Incorporated is pleased to submit the following quotation and offers to sell the items described herein at prices and terms stated, subject to your acceptance of the terms and conditions expressed herein and as outlined on the reverse side of this document.

Quantity	DESCRIPTION	PRICE
	<p><u>Siemens MODULARIS Mobile Lithotripsy Semi-Trailer (Continued)</u></p> <p><u>DELIVERY:</u> Approximately 180-210 days after receipt of Purchase Order and down payment depending upon availability of Siemens' equipment</p> <p><u>TERMS:</u> Valid, acceptable Purchase Order. Twenty-five percent (25%) down at time of order; balance due upon completion, prior to release of trailer from factory (above prices do not include any applicable State or Local taxes or fees)</p> <p><u>NOTE:</u> \$1,500 graphics allowance included on all new orders. Allowance includes basic lettering and logo. Ask salesperson for samples</p>	

Since our policy is one of continuous improvement, we reserve the right to discontinue models or change, at any time, specifications, design or prices without incurring any obligation.

Delivery: **See above**

Terms of Payment: **See above**

Accepted By:

Prices quoted above are presently prevailing and subject to your acceptance within 60 days

Submitted By: Chad W. Smith; Marketing Director
MEDICAL COACHES INCORPORATED

TERMS AND CONDITIONS OF SALE

1. **Exclusive Terms of Sale** - The equipment ("Equipment") and all other goods and services ("Goods and Services") described in this Quotation/Proforma are offered by Medical Coaches only on the following Terms and Conditions. Medical Coaches makes no representations or warranties concerning the Quotation/Proforma except such as are expressly contained herein, and this Quotation/Proforma may not be changed or modified orally.
2. **Terms of Payment** - Terms as outlined in the Quotation/Proforma are a condition of sale. Transfer of title to Equipment will not be made unless payment terms are fully satisfied.
3. **Taxes** - Unless otherwise noted, prices on the specified products are exclusive of all city, state, and federal excise taxes, including without limitation, taxes on manufacture, sales, receipts, gross income, occupation, use, and similar taxes.
4. **Delays** - Medical Coaches will not be liable for any delay in the performance of orders or contracts, or in the shipment or delivery of goods, or for any damages suffered by the buyer by reason of such delay, when such delay is, directly or indirectly, caused by, or in any manner arises from, fires; floods; accidents; civil unrest; acts of God; war; governmental interference or embargoes; strikes; labor difficulties; shortages of labor, fuel power, materials, or supplies; transportation delays; or any other cause or causes (whether or not similar in nature to any of these hereinafter specified) beyond its control.
5. **Cancellation** - An order placed with and accepted by Medical Coaches can be cancelled only with their consent and upon terms that will indemnify them against loss.
6. **Warranty /Warranty Service** - Medical Coaches provides specific warranties with respect to the Equipment. A copy of Medical Coaches' Warranty Statement is available upon request. To obtain warranty service, notify Medical Coaches as soon as possible after any problem covered by the Warranty Statement is discovered.
7. **Severability** - The invalidity or unenforceability of any provision of this Quotation/Proforma shall not affect any other provision, and all Terms and Conditions shall be construed in all respects as if any such invalid or unenforceable provision(s) were omitted.
8. **Offsets** - Buyer's obligations under this Quotation/Proforma are independent of any other obligations buyer may have under any other contract or account with Medical Coaches. Buyer shall not exercise a right of offset in connection with the Terms and Conditions hereof or in connection with any other contract or account with Medical Coaches.
9. **Governing Law** - This Quotation/Proforma shall be governed by and construed under the Laws of the State of Michigan as applied to agreements among Michigan residents and entered into and to be performed entirely within Michigan.