NC DEPARTMENT OF
HEALTH AND HUMAN SERVICES

ROY COOPER • Governor
MANDY COHEN, MD, MPH • Secretary
MARK PAYNE • Director, Division of Health Service Regulation

VIA EMAIL ONLY

December 17, 2019

Missy Church
mchurch@hughchatham.org

Exempt from Review – Replacement Equipment

Record #:	**3136 (Corrected)**
Facility Name:	Hugh Chatham Memorial Hospital, Inc.
FID #:	923276
Business Name:	Hugh Chatham Memorial Hospital, Inc.
Business #:	1012
Project Description:	Replace existing CT Equipment
County:	Surry

Dear Ms. Church:

The Healthcare Planning and Certificate of Need Section, Division of Health Service Regulation (Agency), determined that based on your letter of November 12, 2019 and additional information submitted on December 12, 2019, 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 SOMATOM Definition AS CT Scanner to replace the Siemens 7393569K1616, Serial #2119. This determination is based on your representations that the existing unit will be sold or otherwise 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 Construction, Radiation Protection 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,

Celia C. Inman
Project Analyst

Martha J. Frisone
Chief

cc: Construction Section, DHSR
Radiation Protection Section, DHSR
Acute and Home Care Licensure and Certification Section, DHSR

Inman, Celia C

From: Missy Church <mchurch@hughchatham.org>

Sent: Thursday, December 12, 2019 3:19 PM
To: Inman, Celia C
Subject: [External] exempt-email HCMH
Attachments: SKM_C754e19112016210.pdf; Construction Proj Fee Invoice.pdf; Bayer Quote #0020096454.pdf

Good afternoon Celia,

I hope you have had a good week.

I just wanted to make you aware of 2 additional costs that were not included in the original project proposal.

I realize that the project cost is still well below the $2 million threshold. However, the exemption letter stated to inform your agency of any changes.

- There was an invoice for $1500.00 from the State of NC Department of Health and Human Services for review of some required construction for the project.

- Our facility also upgraded our existing dose management system to include Fluoroscopy tracking. However, there was also a component to CT dose tracking in the upgrade. Therefore, I am also including this cost.

I have attached the invoice and quote for the both of these items.

With these additions the total cost of the project went from $1,107,797.62 to $1.166.897.62.

Please let me know if you need any additional information.

Thanks so much and have a good evening.

Missy Church
HCMH Director of Imaging Services
180 Parkwood Drive
Elkin, NC 28621
336-527-7398
mchurch@hughchatham.org

Software as a Service (SaaS) for business. Providing a **safer** and **more useful** place for your human generated data. Specializing in; Security, archiving and compliance. To find out more Click Here.

Quotation

Quote To:
HUGH CHATHAM MEMORIAL
HOSPITAL
180 Parkwood Dr
ELKIN NC 28621-2430
UNITED STATES OF AMERICA

Bayer HealthCare LLC
1 Bayer Drive
Indianola, PA 15051

Quotation number: 0020096454
Customer number: 0000171047
Date: 11/27/2019
Page: 1

Valid from: 11/27/2019 to 12/17/2019

Attn: Missy Church

Lauren Baker
Portfolio Representative
336-392-8334
Lauren.Lee-Baker@Bayer.Com

SMART PLUS PACKAGE PRICING APPLIED

FOR STELLANT S/Ns: 28150 & 21090

We deliver according to the following terms and conditions:
Terms of payment: 30 days due net
Terms of delivery: Carriage paidELKIN

Currency: USD

Item	*Part No*	*Qty*	*Unit Price*	*UoM*	*Amount*
1	84219851 CDM app, Tier 2	2 PCE	4,500.00	1 PCE	9,000.00
	Discount (Value)		2,300.00-		4,600.00-
	Net value		2,200.00		4,400.00
2	84220388 CDM-PACS-2 Outbound PACS Interface,SF	2 PCE	3,500.00	1 PCE	7,000.00
	Discount (Value)		1,250.00-		2,500.00-
	Net value		2,250.00		4,500.00

Visit us at www.myorders.bayer.com to register and track/place orders 24/7/365!

If pricing and terms of this order are based upon your current Group Purchasing Organization affiliation, any change to your current affiliation may require a new quote or updated terms and pricing. When applicable, State and Local taxes will be calculated on the order. If you are exempt from taxes, contact customer support at

Quotation

Item	Part No	Qty	Unit Price	UoM	Amount
3	84220299				
	CDM-SR-2	2 PCE	3,500.00	1 PCE	7,000.00
	Outbound SR Interface,SF				
	Discount (Value)		1,250.00-		2,500.00-
	Net value		2,250.00		4,500.00
4	81923167				
	EXP-TRAVEL	1 PCE	1,500.00	1 PCE	1,500.00
	TRAVEL AND LODGING CHARGES				
	Net value		1,500.00		1,500.00
5	84219584				
	CDM-PS	1 PCE	5,150.00	1 PCE	5,150.00
	CDM Implementation Services				
	Net value		5,150.00		5,150.00
6	86102153				
	CDM-POC-FLEX	2 PCE	13,500.00	1 PCE	27,000.00
	SW APP,INFORMATICS STARTER PACKAGE,FLEX				
	Discount (Value)		5,225.00-		10,450.00-
	Net value		8,275.00		16,550.00
7	60339129				
		2 PCE	7,500.00	1 PCE	15,000.00
	SW APP, P3T ABDOMEN, 1.X				
	Discount (Value)		3,675.00-		7,350.00-
	Discount (Value)		1,825.00-		3,650.00-
	Net value		2,000.00		4,000.00
8	60339137				
		2 PCE	7,500.00	1 PCE	15,000.00
	SW APP, P3T PA, 1.X				
	Discount (Value)		3,675.00-		7,350.00-
	Discount (Value)		1,825.00-		3,650.00-
	Net value		2,000.00		4,000.00
9	84856496				
	INS INF	2 PCE	1,500.00	1 PCE	3,000.00
	INSTALLATION - INFORMATICS				
	Net value		1,500.00		3,000.00

Visit us at www.myorders.bayer.com to register and track/place orders 24/7/365!

If pricing and terms of this order are based upon your current Group Purchasing Organization affiliation, any

Quotation

Quote To:
HUGH CHATHAM MEMORIAL
HOSPITAL
180 Parkwood Dr
ELKIN NC 28621-2430
UNITED STATES OF AMERICA

Bayer HealthCare LLC
1 Bayer Drive
Indianola, PA 15051

Quotation number: 0020096454
Customer number: 0000171047
Date: 11/27/2019
Page: 3

Item	Part No	Qty	Unit Price	UoM	Amount
10	59941260				
	MIS SVS INT	2 PCE	2,500.00	1 PCE	5,000.00
	SERVICES,CERTEGRA,INTEGRATION				
	Net value		2,500.00		5,000.00
11	84970019				
	EXP-PS	1 NRQ	2,000.00	1 NRQ	2,000.00
	INSTALLATION AND IMPLEMENTATION				
	Net value		2,000.00		2,000.00
12	84220582				
	EXP-TRN-1	1 PCE	3,000.00	1 PCE	3,000.00
	Adoption Services - 1 day on site				
	Net value		3,000.00		3,000.00
			Sub Total		57,600.00
			Total		57,600.00

ANNUAL SOFTWARE SUPPORT: (see next page)

Visit us at www.myorders.bayer.com to register and track/place orders 24/7/365!

If pricing and terms of this order are based upon your current Group Purchasing Organization affiliation, any change to your current affiliation may require a new quote or updated terms and pricing. When applicable, State and Local taxes will be calculated on the order. If you are exempt from taxes, contact customer support at

Quotation

ANNUAL SOFTWARE SUPPORT:

YEAR 1:	INCLUDED WITH LICENSE PURCHASE
YEAR 2:	$5,472.00
YEAR 3:	$5,636.16
YEAR 4:	$5,805.24

TOTAL: $16,913.40

NOTE: If using signed quote as a purchase order please complete the following information:

Print Name: Missy Church

Signature: Missy Church

Title: Director of Imaging Services

PO #: 880654

Phone #: 336-527-7398

Visit us at www.myorders.bayer.com to register and track/place orders 24/7/365!

If pricing and terms of this order are based upon your current Group Purchasing Organization affiliation, any

Bayer Product Terms and Conditions

GROUP PURCHASING AGREEMENT

If Customer is a member of a group purchasing organization ("GPO") who has a contract with Bayer covering the products and services being purchased or licensed by Customer, the terms of that GPO Agreement will supersede the terms herein.

LICENSE AGREEMENT

The following terms and conditions will not apply to the license of Bayer's Radiation Dose Management software (sometimes referred to as "RDM") and Contrast Dose Management software (sometimes referred to as "CDM"). A separate license agreement will be provided and will govern the license of RDM and CDM.

BACKGROUND

Bayer Healthcare LLC is referred to herein as "Bayer" and agrees to provide products and services to Customer (referred to as Customer or you) under the terms set forth in this Agreement.

MODIFICATIONS

The prices and terms on this Agreement are not subject to verbal changes or other agreements unless approved in writing by the parties.

ACCEPTANCE

Bayer's products and services are sold only under the terms and conditions stated on this quotation. Acceptance of any Purchase Order is expressly and exclusively made conditional on your assent to these terms and conditions. Any different or additional terms and conditions in any purchase order or other document used by either party affecting the products or services covered by this Quote shall be of no force and effect. Bayer expressly objects to and rejects all inconsistent or additional terms, conditions and limitations contained on any of your forms or other writings. If you do not communicate your objection to these terms and conditions in writing and within a reasonable time, or if you accept the goods covered by this Quote, you will be deemed to have accepted these terms and conditions and they will control in all instances. If the Products include embedded software or if you are purchasing software, BY HAVING THE SOFTWARE INSTALLED AND USING THE SOFTWARE PURCHASED HEREUNDER, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS QUOTE, DO NOT INSTALL OR USE THE SOFTWARE AND NOTIFY BAYER IMMEDIATELY.

PRICING

Prices are based on costs and conditions existing on the date of this Quote and valid until the expiration date listed on the quote. The pricing for products and services provided pursuant to this Quote may reflect or be subject to discounts, rebates, or other price reduction programs. Please be advised that you are obligated to: a) fully and accurately disclose the amount of any such discounts, rebates, or other price reductions in your cost reports or claims for reimbursement to Medicare, Medicaid, or health care programs requiring such disclosure and b) provide such documentation to representatives of the Secretary of the Department of Health and Human Services and state agencies upon request. Unless noted otherwise, the value of any product listed as $0.00 on this Quote may constitute a discount that you should evaluate when filing such reports. You may request additional information from Bayer in order to meet your reporting or disclosure obligations, by writing to the address set forth in this Quote.

All payments are due net thirty (30) days on the total invoiced amount. In some instances a thirty percent (30%) pre-payment for capital equipment orders may be required. Bayer must approve any payment terms other than net thirty (30) days.

SHIPPING

All shipping dates are tentative. Bayer will make every reasonable effort to meet shipping dates referenced in this Quote for disposable products. Equipment typically requires at least twenty (20) business days lead time to enable scheduling of the install and any related training. Bayer will not be liable for its failure to meet any date specified in Customer's Purchase Order. Customer agrees that travel and labor charges may apply if install and training is requested sooner than the typical equipment lead time.

INSTALLATION AND CLINICAL TRAINING

The cost of installation is not included in the product price and is your responsibility unless otherwise stated. For details on equipment installation, you should consult with your Bayer Sales Representative or refer to your Products Manual, which is included with your equipment.

If this Quote includes installation of Bayer equipment products Bayer will contact you to schedule installation at a mutually convenient time. If the Quote

Please reference the quote number on your PO and fax to 412-406-0952

includes installation of an overhead counterpoise system (OCS) it is your responsibility to ensure a suitable mounting location for the system. The counterpoise ceiling plate is required to be installed prior to Bayer installation of the counterpoise system and installed in accordance with the specifications listed in the installation manual. The OCS ceiling plate should always be installed by a qualified Structural Engineer and/or Architect. In addition, if applicable building codes require the use of a conduit, you are responsible for ensuring that a conduit is available prior to Bayer's installation.
If this Quote includes a Medrad® MRXperion MR Injection System, installation will require a standard power outlet in the scan room, or authorization to install a penetration panel filter kit through the penetration panel. Prior to such install Customer must ensure that a hole is cut in the penetration panel, per Bayer specifications, for the requisite filter kit to be installed.
Included in your equipment purchase is a base level clinical training package. This training may be provided in person or virtually as deemed appropriate by Bayer. Additional clinical training or support may be purchased for a charge.

LICENSE
If the Products include embedded software, or if you are purchasing software, Bayer grants to you a non-exclusive license to use such software provided by Bayer, solely in connection with, or to operate, the Products. The license for purchased software can be transferred to modality specific equipment purchased from Bayer or upgraded by Bayer. Notice of intent to transfer an existing license must be given in writing to Bayer prior to the license transfer process and is subject to Bayer's consent; additional transfer fees may apply. Use of the software for any other purpose is strictly prohibited. This license is effective on the date you begin using the Products and software and will continue in effect unless you return the Products or software or if the license is terminated because you breach any provision of these Terms. Upon termination you shall immediately cease use of all software and shall return the Products and software to Bayer. The software copyright is owned by Bayer and is protected by United States copyright laws and international treaty provisions. Bayer does not transfer title to the software to you, but retains the rights to make and license the use of all copies. You shall not copy, translate, disassemble, or decompile nor create or attempt to create, by reverse engineering or otherwise, the source code from the object code of the software. You are not permitted to modify or make derivative works of the software and ownership of any unauthorized modification or derivative work shall vest in Bayer.

PRODUCT WARRANTY
NEW PRODUCTS: Bayer warrants that all new Bayer products are free from defects in workmanship or material under proper, normal use and service for a period of one year (12 months) from shipment, unless a longer period is provided on the warranty with the products, or as otherwise provided herein.

REFURBISHED PRODUCTS: Bayer warrants that all refurbished Bayer products shall perform in accordance with the documentation provided, under proper, normal use and service for a period of the shorter of a) 90 days from installation or b) six months from shipment, unless a longer period is provided on the warranty with the products, or as otherwise provided herein.

REMANUFACTURED PRODUCTS: Bayer warrants that all remanufactured products purchased from Bayer shall perform in accordance with documentation provided, under proper, normal use and service for a period of one year (12 months) from shipment, unless otherwise provided herein. Any remanufactured head provided in accordance with a TechCARE program shall be warranted as noted in the TechCARE terms below and any hardware being upgraded must be returned to Bayer.

DISPOSABLE PRODUCTS: If this Quote includes disposable products, Bayer's warranty shall be limited to repair or replacement of any defective disposable product upon receipt of the defective product and a Bayer Return Goods Authorization. You acknowledge that the disposables and the equipment are a system and your actions regarding your equipment may invalidate your warranty on the disposables.

Except as otherwise noted herein, during the warranty period, there shall be no charge for any action deemed necessary by Bayer, including parts, travel, or labor to fulfill the terms of the warranty, during local business hours of 8:30 a.m. to 5:00 p.m., Monday through Friday, except Bayer holidays.

SERVICES WARRANTY
If this Quote includes a service agreement that covers Corrective Maintenance, there will be no charge, for the period stated on the agreement, for any action (parts, labor, travel) deemed necessary by Bayer to service the equipment, excluding those items listed under "Exceptions". Bayer will perform on-site Corrective Maintenance during the hours specified on the maintenance program purchased. Customer shall pay an additional one half (1/2) of Bayer's contract service rate, or two (2) times the contract service rate for weekends and holidays.

WARRANTY ON REPAIRS: All materials, labor and service provided hereunder are warranted to be free of defects in material or workmanship for ninety (90) days from the date provided.

Please reference the quote number on your PO and fax to 412-406-0952

PREDICTIVE MAINTENANCE SCHEDULE: If this Quote includes a service agreement with coverage for Predictive Maintenance, Bayer shall perform Predictive Maintenance on the Product(s) during the hours specified in the maintenance program purchased. Bayer will perform Predictive Maintenance within the first sixty (60) days of the effective date of the agreement or within twelve (12) months from the last PM provided by Bayer, unless otherwise agreed. Predictive Maintenance performed outside of PM Hours will be charged an additional one half (1/2) of Bayer's contract service rate, or two (2) times the contract service rate for weekends and holidays.

UPTIME: If this Quote includes a service agreement that includes an uptime guarantee the following language applies: THIS PROVISION IS NOT APPLICABLE FOR PRODUCT PURCHASES—CUSTOMERS ARE ONLY ENTITLED TO UPTIME COMMITMENTS IF THEY PURCHASE SERVICE AGREEMENTS THAT INCLUDE AN UPTIME COMMITMENT. For any calendar quarter during the term of the service agreement the Product(s) will maintain a level of uptime equal to or greater than 97%.

Uptime is defined as the state when the Product(s) is working and/or available for use. Downtime is defined as the state when the system is not operable. The period of downtime shall be from notification of the manufacturer's service call center (1-800-633-7237) until the Product(s) is returned/presented to the designated representative properly functioning and ready for use. Scheduled routine preventive maintenance, scheduled upgrades of Product(s) or software, operator error in use of the Product(s), failures designated under "Exceptions" of the terms of the service agreement, and external failures (i.e., power loss) shall not be considered Downtime.

Uptime will be calculated using the following formula: Uptime = ((T-TNF) x 100)/T

Where "T" is the total number of hours (24 hours/day x 7 days/week x 13 weeks) and "TNF" is the number of covered hours (less any time a loaner or consigned spare part is made available) the Product(s), or any component of the Product(s) is not functional during the quarter. "TNF" will be measured beginning with the time of initial notification to Bayer that the Product(s) is inoperable for clinical use and the time the Product(s) is available again for clinical use. If any portion of the total functionality of the Product(s) is unavailable for operational use, the Product(s) will be considered down.

TNF will not include (i) hours that are outside of contracted coverage terms, (ii) any malfunction or damage described under "Exceptions" in the manufacturers extended warranty or extended service agreement terms, (iii) scheduled preventive maintenance, or any other scheduled event, including those for the convenience of You, (iv) malfunctions caused by operator error, or (v) abuse of the Product(s), dead batteries, use of the Product(s) beyond its intended use or failure resulting from changes to the operator environment (i.e., scanner software, upgrades, changes, new magnet, room construction, etc.).

You will calculate uptime after each calendar quarter and will notify Bayer of any incident of non-conformance within 15 days of any such non-conformance. If uptime is less than 97%, then Bayer, upon verification, will extend the term of the service agreement without charge by one week for every full day that the Product(s) or any component of the Product(s) thereof is not operational beyond the allowable 3% level.

OTHER SERVICE TERMS: Some service programs will have different or additional coverages so please refer to the specific terms of your specific service program.

EXCEPTIONS TO PRODUCT WARRANTY AND SERVICE AGREEMENT COVERAGE

Your actions may invalidate this warranty. This or service agreement (if applicable) does not cover:

a) Malfunction or damage due to abuse, misuse or spillage of contrast, blood or other substance in or on the unit.

b) Malfunction or damage due to operator error, including failing to follow specified provisions of the Operations Manual.

c) Products that have been modified, improperly installed, or improperly interfaced with other equipment or software. These conditions may jeopardize functionality, reliability, or operator and patient safety. Therefore any claim caused by these conditions shall not be covered by this warranty and Bayer is relieved from any further obligation. Bayer must review and authorize all modifications and repairs. This service may be obtained by contacting the Bayer Service Department.

d) Malfunction, damage or incorrect injections resulting from using non-Bayer syringes or non-approved accessories (i.e., leakage, pressure, flow rates, or volumes not agreeing with injector settings, etc.). The use of accessories in connection with the equipment may jeopardize functionality, reliability or operator and patient safety. Therefore any claim caused by the use of non-Bayer or non-approved accessories (such as non-Bayer disposables or in the case of any PET/CT product, the use of vials or vial shields that are not approved by Bayer) shall not be covered by this warranty and Bayer is relieved from any further obligation.

e) Damage by fire, floods, or other disaster commonly known as "Acts of God".

f) Any ceiling or wall support structure used to mount or support an Injector Head Counterpoise System improper installation of such structure (by anyone other than Bayer) and any failure of such to meet Bayer's requirements in its terms and manual (such as the requirements for level and plumb and/or loading).

g) Failures caused by network outages or improper network configuration.

Specific services plans may include additional exceptions so please review the details of your service plan.

In all of these out of warranty instances, Bayer will provide service to your product, at your request. You must agree to pay Bayer for required labor and any

Please reference the quote number on your PO and fax to 412-406-0952

materials required at Customer's contracted rates.

WARRANTY EXCLUSIONS

EXCEPT AS PROVIDED IN THE ABOVE WARRANTY SECTION, BAYER EXPRESSLY DISCLAIMS ALL WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, NON INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE , AND ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED. IN NO EVENT SHALL BAYER BE LIABLE FOR ANY LOST PROFITS OR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR OPERATION OF BAYER'S PRODUCT OR SERVICE. BAYER WILL NOT BE RESPONSIBLE FOR DAMAGES THAT EXCEED THE PAYMENT, IF ANY, RECEIVED BY BAYER FOR THE PRODUCT OR SERVICES FURNISHED, OR TO BE FURNISHED, UNDER THIS AGREEMENT. Some states do not allow the exclusions on limitation of incidental or consequential damages, so the above limitations may not apply. This Limited Warranty gives you specific legal rights and you may also have other rights.

SOFTWARE WARRANTY

If the Products include embedded software or if you are purchasing software, Bayer warrants that the software will substantially conform to the functional specifications contained in the Operations Manual for one year following delivery. This warranty shall not apply if you use the software in a manner that is not authorized or not in accordance with the user instructions or if you modify the Products or the software or if a party other than Bayer provides service to the Products or software. Bayer does not warrant that the software will operate uninterrupted or that it will be free from minor defects or errors that do not materially affect its performance. Your sole and exclusive remedy for any damages or loss in any way connected with the software whether due to Bayer's negligence or breach of any other duty shall be, at Bayer's option: i) to bring the performance of the software into substantial compliance with the functional specifications or ii) return of an appropriate portion of any payment by you with respect to the portion of the software that is not functioning.

INDEMNIFICATION

Bayer will indemnify, defend and hold you harmless from any claim by a third party against you for any liability, loss, expense, cost, claim or judgment (including attorneys' fees) for property damage, or personal injury or death where the product or services provided hereunder were alleged to have caused or contributed to the damage, injury or death, provided that this indemnification does not extend to injuries, damages or death to the extent caused by the negligence, reckless disregard or intentional acts of you or any third party.

FORCE MAJEURE

Neither party will be responsible for delays or non-performance directly or indirectly caused by any acts of God, fire, explosion, flood, war, accident, action by governmental authority, inability to procure supplies and raw materials, delays in transportation, work stoppage, court order, and other causes beyond a party's reasonable control.

DEFAULT

Bayer shall not be required to perform its obligations under this Quote if you have defaulted (e.g., failed to pay) under this Quote.

HIPAA

Bayer represents that, unless otherwise noted, it is not a Business Associate as defined in the Health Insurance Portability and Accountability Act ("HIPAA"). The functions Bayer is required to perform hereunder do not require the use or disclosure of Protected Health Information ("PHI"). To the extent any disclosure of PHI does occur, it is incidental and covered under the incidental disclosure rule found in 45 CFR 164.502(a)(1). In addition, to the extent any such incidental disclosure does occur, Bayer agrees to keep all such information confidential.

SERVICE AGREEMENT CANCELLATION

Bayer may terminate any Service Agreement by giving written notice to you if you have not made payment by the due date or if you do not give Bayer access to the equipment at the scheduled time for service. You may cancel this Agreement at any time by giving sixty (60) days prior written notice to the Bayer Service Department. If the Agreement is terminated for any reason Bayer shall refund to you an amount equal to the amount you prepaid for the service that year less the assessed value of any Engineered Predictive Maintenance ("EPM") performed and the assessed value of any service provided to date. If the EPM was performed and at least one onsite emergency service event was performed during the agreement period, the agreement shall be considered fulfilled and no refund for that service year will be due to you.

VirtualCARE® REMOTE SERVICE.

Please reference the quote number on your PO and fax to 412-406-0952

Bayer may provide remote diagnostic and monitoring services on the products under this Agreement using Bayer's proprietary hardware and software (the "Maintenance Materials"). Bayer provides the Maintenance Materials to you for use with the VirtualCARE service. You have no right to use the Maintenance Materials except for the VirtualCARE service and title to the Maintenance Materials remains with Bayer at all times. You may not sell, assign or transfer the Maintenance Materials to any third party. If you terminate VirtualCARE service for any reason, you must contact Bayer to facilitate the return of the Maintenance Materials to Bayer. If you fail to return the Maintenance Materials to Bayer or breach the use provisions set forth herein, Bayer may remove the Maintenance Materials from your site. The Maintenance Materials are and will remain Bayer's sole and exclusive property and Bayer does not grant you any licensed rights in the Maintenance Materials. In the event this Agreement is terminated or is not renewed, within sixty (60) days of contract termination or expiration Bayer will disable the VirtualCARE system so that all auto alerts originating with the VirtualCARE system will be muted and Bayer will no longer receive such notices. If the VirtualCARE system is disabled by Bayer or taken offline by you, Bayer will no longer continue its current practice of automatic remote monitoring and error code detection, or proactive event assessment and diagnostics. You understand that the VirtualCARE connection may still exist but that no information will be relayed to Bayer from your systems.

RECORDS.
If the value or cost of Products or Services rendered to Customer by Bayer or by an organization related to Bayer is Ten Thousand Dollars ($10,000) or more over any twelve (12) month period during the term of this Agreement, Bayer and Customer agree that until the expiration of four (4) years after the furnishing of such Services, Bayer and Customer shall, upon written request, make available to the Secretary of the Department of Health and Human Services of the United States (the "Secretary"), the Secretary's duly authorized representative, the Comptroller General, or the Comptroller General's duly authorized representative, this Agreement and such books, documents and records as may be necessary to certify the nature and extent of the costs of such Services. This provision shall also apply to any subcontractors Bayer hires to perform the Services hereunder.

DEBARMENT.
Bayer represents that neither Bayer nor any employee of Bayer (a) is debarred by the FDA pursuant to its authority under Sections 306(a) and (b) of the U.S. Food, Drug, and Cosmetic Act (21 U.S.C. § 335(a) or (b) to the best of its knowledge, is the subject of any investigation or proceeding which may result in debarment by the FDA. Neither Bayer nor any employee of Bayer is (a) included in the List of Excluded Individuals/Entities (maintained by the U.S. Department of Health and Human Services Office of Inspector General) or the List of Parties Excluded from Federal Procurement and Nonprocurement maintained by the U.S. General Services Administration, or (b) to the best of its knowledge, is the subject of any investigation or proceeding which may result in inclusion in any such list.

PROGRAM RELATED TERMS. Bayer offers customers various programs that include special terms in addition to the standard terms above. These terms apply only to customers who have purchased utilizing the identified programs. Such terms are outlined in the following paragraphs:

TechCARE TERMS
HARDWARE ENHANCEMENT OPTIONS. Customer will be entitled during the term of the agreement to the following enhancements for their existing contracted Stellant Dual Injection System, as described below:
Control Room Enhancement – When a next generation Stellant Dual injector monitor is, or becomes, available, Customer may request one such enhancement during the term and Bayer will replace Customer's existing monitor with a new next generation Certegra Workstation in accordance with the process outlined below.
Scan Room Enhancement – When the next generation Stellant Dual Injector head becomes available, Customer may request one such enhancement and Bayer will replace Customer's existing Stellant Dual Injector head with a remanufactured injector head in accordance with the process outlined below. The remanufactured injector head will only be compatible with new Bayer syringes as part of our complete injection system. Mounting options (Overhead Counterpoise System (OCS) and Pedestal) are excluded. Scan room enhancement will not be installed on OCS I (OCS I was last sold in 2004). Additional required components, such as the base power supply, may also be replaced by Bayer as part of this entitlement if necessary for compatibility with the remanufactured next generation Stellant Dual injector head.

WARRANTY ON ENHANCEMENTS. All enhancements, materials, labor and service provided hereunder are warranted to be free of defects in material or workmanship for the longer of the term of this agreement or ninety (90) days from the date provided.

PROCESS FOR ENHANCEMENT. Bayer will notify Customer of the availability of a program enhancement that meets the requirements noted above. Any time after notification, and during the term of the Agreement, Customer can exercise their option for the enhancement. Once Customer elects to receive the enhancement, Bayer will schedule installation to occur during the Customer's next scheduled PM. Customer agrees that travel and labor charges may apply if

enhancement is requested at a time other than the scheduled annual PM. Customer understands that while Bayer will use commercially reasonable efforts to introduce a control room and a scan room enhancement during the term, there is no guarantee that such an enhancement will occur. Customer may accept the enhancement at any time during the term. Customer may not substitute an alternative and will not be entitled to a refund if it does not accept any offered enhancement or if one is not available. The enhancement may not include accessories other than the injector, such as OCS. Hardware being upgraded must be returned to Bayer. You are entitled to only one Control Room Enhancement and one Scan Room Enhancement. Once you elect to take advantage of your selected Control Room or Scan Room Enhancement and it is installed, you will not be eligible for an additional Control Room Enhancement or Scan Room Enhancement, respectively, should something new become available. Any training relating to an enhancement will be provided virtually. Additional clinical training or support may be purchased for a charge.

CUSTOMER COMMITMENTS. Customer will make reasonable efforts to connect VirtualCARE® Remote Support, which is included with the service agreement coverage, to expedite and simplify maintenance, including future upgrades.

CANCELLATION FOR TECHCARE AGREEMENT. As noted in the standard service terms, you may cancel this Agreement at any time by giving sixty (60) days prior written notice to the Bayer Service Department. In addition to the provisions noted above, if you terminate for any reason prior to expiration, you will be billed for any enhancement provided during the term of the agreement.

FLEX BRIDGE PROGRAM TERMS
FLEX Bridge Program is currently available for the Stellant Dual Injector System which consists of the Medrad® Stellant Dual Injector and related disposables.

FLEX BRIDGE PROGRAM DETAILS: Customer agrees to purchase the MEDRAD® Stellant FLEX CT Injection System ("FLEX System"). Depending on the situation, a change order may be necessary. If the FLEX System is not available at the time of installation, the customer will receive a Stellant CT Dual Injection system and a FLEX BRIDGE SCAN ROOM ENHANCEMENT OPTION detailed below. Customer will be entitled to the following enhancement for their new Stellant® Injection System, as described below:
FLEX Bridge Scan Room Enhancement – When the next generation Stellant FLEX head becomes available, Bayer will notify customer. The customer may then request one FLEX enhancement and Bayer will replace Customer's existing Stellant Dual Injector head with a new injector head in accordance with the process outlined below. The new injector head will only be compatible with new Bayer syringes as part of our complete injection system. Additional required components, such as the base power supply, may also be replaced by Bayer as part of this entitlement if necessary for compatibility with the next generation Stellant FLEX injector head.

WARRANTY ON ENHANCEMENT. All materials, labor and service provided hereunder are warranted to be free of defects in material or workmanship for the longer of the term of the original one year warranty or ninety (90) days from the date the enhancement is provided.

PROCESS FOR ENHANCEMENT. Bayer will notify Customer of the availability of a program enhancement that meets the requirements noted above. Customer can then exercise their option for the enhancement. Once Customer elects to receive the enhancement, upon availability, Bayer will schedule installation to occur during the Customer's next scheduled PM if customer is under a service agreement or at an installation timeframe established and communicated by Bayer. Customer agrees that travel and labor charges may apply if enhancement is requested at a time other than the scheduled annual PM or the established Bayer timeframe. Customer may not substitute an alternative and will not be entitled to a refund if it does not accept any offered enhancement at the time available. The enhancement may not include accessories other than the injector, such as OCS. Hardware being upgraded must be returned to Bayer. You are entitled to only one FLEX Bridge Scan Room Enhancement. Any training relating to an enhancement will be provided virtually. Additional clinical training or support may be purchased for a charge.

FLEXChoice BAYER CERTIFIED UPGRADE PROGRAM TERMS (Upgrades)
FLEXChoice Upgrade Program is for the Stellant Dual Injector System which consists of the Medrad® Stellant Dual Injector and related disposables and is referring to FLEX UPG and FLEX UPG WKS line items.

FLEXChoice UPGRADE DETAILS: FLEXChoice Upgrades include a remanufactured FLEX injector head. The FLEX injector head will only be compatible with Workstation 2.0 and 3.0 and new Bayer syringes as part of our complete injection system. If customer does not already own a Workstation 2.0 or 3.0, a new Workstation should be purchased to ensure compatibility. The enhancement may not include accessories other than the injector, such as OCS. Hardware being upgraded must be returned to Bayer. Any training relating to an upgrade will be provided virtually. Additional clinical training or support may be purchased for a charge.

Please reference the quote number on your PO and fax to 412-406-0952

WARRANTY FOR FLEXChoice UPGRADE. Bayer warrants that all remanufactured products purchased from Bayer shall perform in accordance with documentation provided, under proper, normal use and service for a period of one year (12 months) from shipment, unless otherwise provided herein.

Please reference the quote number on your PO and fax to 412-406-0952

55203

Division of Health Service Regulation
Construction Project Fee Invoice

STATE OF NORTH CAROLINA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
Division of Health Service Regulation
2705 Mail Service Center
Raleigh, NC 27699-2705

State Review for CT Machine Replacement (Capital?) Dept# 22

Center	Account	Terms
1311133199	435900-057	Due Upon Receipt

10799232

Invoice No. 24360

Project Number	Arch Eng	Date Project Received	FID #
HL-11891		11/22/2019	923276

Facility
Hugh Chatham Memorial Hospital

Description
CT Project

Type of Facility	Base Fee for Facility Type	Square Footage of Project	Amount per Square Footage of Project Space	Total Project Fee
HL (0-5,000)	$1,500.00	0	0.250	$1,500.00

Date Amount Received	Amount Received
	$0.00
	$0.00

RefundDate	Refund Amoun
	$0.00

Balance Due
$1,500.00

HL- Hospital, AS-Ambulatory Surgery Center, NH- Nursing Home, HA- Adult Care Home >7, PSYHL- Psychiatric Hospital, FC- Family Care, GH1-3 - Group Home 1-3, GH4-6 - Group Home 4-6, GH 7-9 - Group Home 7-9, RES>9 Residential Other >9

Please Make Checks Payable To: NC Division of Health Service Regulation
Please indicate the invoice number on your payment.
Payment of this fee should be in the form of personal check, money order or cashier's check. Please do not mail cash.

Cut along line

Return this Portion with Payment

Remittance To:
Division of Health Service Regulation
Construction Section
ATTN: Paula Nichols
2705 Mail Service Center
Raleigh, NC 27699-2705
919-855-3893

Invoice No. 24360

Balance Due $1,500.00

For Overnight Remittance: 1800 Umstead Drive Raleigh, NC 27603

NC DEPARTMENT OF HEALTH AND HUMAN SERVICES

ROY COOPER • Governor
MANDY COHEN, MD, MPH • Secretary
MARK PAYNE • Director, Division of Health Service Regulation

Information Regarding Division of Health Service Regulation Fees for Construction Projects

The enclosed invoice is in accordance with the fee schedule for institutional or residential health care projects per Section 131E-267. **The review of your plans and specifications will not start before the invoice has been paid.** These fees are non-refundable if you choose to cancel the project after the Construction staff has begun the project review.

G.S 131E-267. **Fees for departmental review of licensed health care facility or Medical Care Commission bond financed construction projects.**

The Department of Health and Human Services shall charge a fee for the review of each health care facility construction project to ensure that project plans and construction are in compliance with State law. The fee shall be charged on a one-time, per-project basis, as follows, and shall not exceed two hundred thousand dollars ($200,000.00) for any single project:

Institutional Project	Project Fee
Hospitals	
0- 5,000 square foot project	$1,500.00 plus $0.25/square foot of project space
5,000-10,000 square foot project	$3,000.00 plus $0.25/square foot of project space
10,000-20,000 square foot project	$4,500.00 plus $0.45/square foot of project space
20,001 and greater square foot project	$6,000.00 plus $0.45/square foot of project space
Nursing Homes	
0-2,000 square foot project	$250.00 plus $0.15/square foot of project space
2,001 square foot and greater project	$500.00 plus $0.25/square foot of project space
Ambulatory Surgical Facility	
0-2,000 square foot project	$200.00 plus $0.15/square foot of project space
2,001 square foot and greater project	$400.00 plus $0.25/square foot of project space
Psychiatric Hospital	
0- 5,000 square foot project	$750.00 plus $0.25/square foot of project space
5,000-10,000 square foot project	$1,500.00 plus $0.25/square foot of project space
10,000-20,000 square foot project	$2,250.00 plus $0.45/square foot of project space
20,001 and greater square foot project	$3,000.00 plus $0.45/square foot of project space
Adult Care Home more than 7 beds	
0-2,000 square foot project	$175.00 plus $0.10/square foot of project space
2,001 square foot and greater project	$350.00 plus $0.20/square foot of project space

Residential Project	Project Fee
Group Homes: 1-3 beds	$125.00 flat fee
Group Homes: 4-6 beds	$225.00 flat fee
Group Homes: 7-9 beds	$275.00 flat fee
Family Care Homes	$225.00 flat fee
ICF/MR Group Homes	$350.00 flat fee

Other residential: More than 9 beds $275.00 plus $0.15/square foot of project space.

SECTION 5.2. This section becomes effective **July 20, 2008**, and applies to applications for review submitted

Hugh Chatham Memorial Hospital

Our Region's CHOICE for TECHNOLOGY & CARE

November 12, 2019

Via Email
Celia C. Inman, Project Analyst, Certificate of Need
Division of Health Service Regulation, Healthcare Planning and Certificate of Need Section
NC Department of Health and Human Services
809 Ruggles Drive, Edgerton
2701 Mail Service Center
Raleigh, NC 27603

Re: Hugh Chatham Memorial Hospital
Replacement of Siemens 16 Slice CT Scanner
Elkin, NC 28621

Dear Ms. Inman,
Hugh Chatham Memorial Hospital intends to replace an existing 16 slice CT scanner located at the main campus of HCMH in Elkin, North Carolina. The existing 16 slice scanner is beyond its useful life. Therefore, HCMH will acquire a Siemens SOMATOM Definition AS eco (AS+ Configuration). See **Attachment A** for the Siemens quote and Bayer quote for an injector system, plus any additional quotes and invoices. The de-installation and removal of the existing equipment is being performed by the vendor as a trade-in. Also included in the equipment cost, the vendor will provide onsite clinical training for the equipment. The total capital cost for the proposed replacement project is estimated to be **$1,107,797.62.** See **Attachment B** for details of the capital cost.
The proposed project meets the definition of "replacement equipment" found in G.S. 131E-176(22a) and 10A N.C.A.C 14C.0303 for the following reasons:

1. HCMH will replace the existing 16 slice CT scanner equipment with the proposed equipment that is functionally similar and will be used for the same diagnostic purposes, although it possesses expanded capabilities due to technological improvements.
2. The proposed equipment will not be used to provide a new health service.
3. The acquisition of the proposed equipment will not result in more than a 10% increase in patient charges or per procedure operating expenses within the first 12 months after the replacement equipment is acquired.
4. HCMH seeks to replace comparable medical equipment currently in use at a project cost of less than $2 million.
5. The existing equipment will be removed from North Carolina.

In support of our request, please find the attached:

- Attachment A-Vendor Equipment Quotes (A1-A7)
- Attachment B- Project Capital Cost
- Attachment C- NC CON Equipment Comparison Chart

HMCH's acquisition of the replacement equipment does not require a certificate of need because none of the definitions of "new institutional health services" outlined in N.C.G.S. Section 131E-176(16) apply to the proposed project. As outlined above, the total cost for the project is **$1,107,797.62.** The total cost for the project includes equipment, studies, surveys, designs, plans, working drawings, specifications, construction installation and other activities essential to making the equipment operational.

Please confirm that HCMH's replacement equipment is exempt from a certificate of need review. Please do not hesitate to contact me if any additional information is needed.

Sincerely,

Missy Church
HCMH Director of Imaging Services

PROPOSED CAPITAL COSTS

Project Name: HCMH CT Equipment Replacement 11/12/2019

Proponent: Hugh Chatham Memorial Hospital

A.	Site Costs				
	(1)	Full purchase price of land			$ 0
		Acres Price per Acre			$ 0
	(2)	Closing Costs			$ 0
	(3)	Site Inspection and Survey			$ 0
	(4)	Legal fees and subsoil investigation			$ 0
	(5)	Site Preparation Costs	$		
		Soil Borings	$		
		Footing Excavation	$		
		Footing Backfill	$		
		Termite Treatment	$		
		Sub-Total Site Preparation Costs			$ 0
	(6)	Other (specify)			$ 0
	(7)	Sub-Total Site Costs			$ 0
B.	Construction Contract				
	(8)	Cost of Materials			
		General Requirements	$	0	
		Concrete/Masonry	$	0	
		Woods/Doors & Windows/Finishes	$	0	
		Thermal & Moisture Protection	$	0	
		Equipment/Generator	$	144,689.00	
		Mechanical/Electrical	$	147,200.00	
		Other: Existing Conditions	$	0	
		Other: Metals	$	0	
		Other: Fire Suppression	$	0	
		Sub-Total Cost of Materials			$ 291,889.00
	(9)	Cost of Labor GC Labor			$ 8,360.00
	(11)	Sub-Total Construction Contract			$ 300,249.00
C.	Miscellaneous Project Costs				
	(12)	Building Purchase			$ 0
	(13)	Fixed Equipment Purchase/Lease			$ 697,029.00
		Other: Injector			$ 33,244.62
		Other: Trade-In & De-install of Existing Equipment per Quote			$ 6,350.00
	(14)	Movable Equipment Purchase/Lease			$ 0
	(15)	Furniture			$ 0
	(16)	Landscaping			$ 0
	(17)	Consult Fees			
		Architect & Engineering Fees	$	6,000.00	
		Architect & Engineering Reimbursable Expenses	$		
		Market Analysis	$		
		Other: DHSR Review Fee	$	2,425.00	
		Sub-Total Consultant Fees			$ 8425.00
	(18)	Financing Costs (e.g. Bond Loan, etc)			$ 0
	(19)	Interest during Construction			$ 0
	(20)	Other: RAPID Software			$ 62,500.00
		Other: Pre/Post TAB			$ 0
		Other: Pre-Construction Asbestos Survey			$ 0
		Other: Construction Contingency			$ 0
		Other: Abatement			$ 0
		Other: Signage			$ 0
		Other: Special Inspections			$ 0
		Other: Voice/Data/CATV Cabling			$ 0
		Other: Nurse Call System			$ 0
		Other: IT Contingency			$ 0
		Other: IT Contingency			$ 0
	(21)	Sub-Total Miscellaneous			$ 807,548.62
	(22)	Total Capital Cost of Project (Sum A-C above)			$1,107,797.62

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

SIEMENS REPRESENTATIVE
Mathew Hayes - (336) 263-4273

Customer Number: 0000002114

Date: 9/26/2019

HUGH CHATHAM MEMORIAL HOSPITAL
180 PARKWOOD DR
ELKIN, NC 28621

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: $697,029
(total does not include any Optional or Alternate components which may be selected)

Proposal valid until 9/30/2019

Estimated Delivery Date: 12/2019

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 #2019-0140.

This is contingent upon the customer receiving Certificate of Need Approval from the State

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

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

Applications training included

A portion of factory recommended applications training has been removed at Purchaser's request. The purchaser takes responsibility for the system's proper use and application. Since a portion of training has been removed from the system, the customer will be required to purchase training in the future should the need arise.

HealthTrust Purchasing Group Contract #500351 terms and conditions apply to this quote

Accepted and Agreed to by

SIEMENS Healthineers

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

SIEMENS REPRESENTATIVE
Mathew Hayes - (336) 263-4273

Siemens Medical Solutions USA, Inc.		**HUGH CHATHAM MEMORIAL HOSPITAL**	
By (sign):		By (sign):	
Name:	Mathew Hayes	Name:	Donny Traiber
Title:	Account Executive	Title:	CFO
Date:		Date:	9/27/19

* This contract is contingent on CON approval by the State of NC.

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 Healthineers

SIEMENS REPRESENTATIVE
Mathew Hayes - (336) 263-4273

Quote Nr:	1-KE6VTJ Rev. 2
Terms of Payment:	00% Down, 90% Delivery, 10% Installation Free On Board: Destination
Purchasing Agreement:	HEALTHTRUST PURCHASING GRP HEALTHTRUST PURCHASING GRP terms and conditions apply to Quote Nr 1-KE6VTJ

SOMATOM Definition AS eco (AS+ Configuration)

All items listed below are included for this system:

Qty	Part No.	Item Description
1	14430105	**RS SOMATOM Definition AS (AS+)** The SOMATOM Definition AS (AS+, 128-slice configuration) is Siemens' state-of-the-art single source CT that provides the possibility to maximize clinical outcome and to minimize radiation dose. Using Siemens' z-Sharp technology the system can provide high spatial resolution. The fast rotation time of 0.33 seconds (0.30 s optional) delivers excellent temporal resolution. With this, the SOMATOM Definition AS is set to raise the standard of patient-centric productivity with FAST CARE Technology. With Siemens' FAST - Fully Assisting Scanner Technologies - the SOMATOM Definition AS can simplify typically time consuming and complex procedures during a CT examination: the scanning process gets more intuitive and the results become more reproducible. The CARE technology includes many unique features like CARE kV that sets the ideal voltage for every examination and adjusts the respective scan parameters or industry's first Adaptive Dose Shield that prevents clinically irrelevant over radiation in spiral scanning. Additionally, its large bore of 78 cm and a table load capacity of up to 307 kg (optional) opens CT to all patients, meaning that virtually no patient is excluded. And even for CT-guided interventional procedures 2D Basic Intervention and HandCARE(tm) is already included. A 3D intervention suite is optional available. Optionally the system can be equipped with iterative reconstruction, the new TwinBeam Dual Energy scan mode and iMAR for iterative metal artifact reduction.
1	14442795	**RS ecoline CT System Delivery** With ecoline, Siemens Healthineers offers a portfolio of systems with certified performance at exceptional value. ecoline systems contain components, which have been in use and are refurbished to a quality level as good as new. All ecoline systems are manufactured following externally certified processes according to the relevant standards for medical devices[1] - including the global refurbishment standard[2] where applicable. Thus, every ecoline system receives our Proven Excellence Label. Siemens Healthineers' ecoline systems provide exceptional value performing and looking like new, configurable to individual customer needs and offered at affordable prices. [1] ISO 13485:2016 Medical devices - Quality management systems - Requirements for regulatory purposes [2] IEC PAS 63077:2016 Good refurbishment practices for medical imaging equipment
1	14429968	**RS High-speed 0.30 s rotation** Fast rotation time of 300 milliseconds for unprecedented image quality and highest scan speed. Fast gantry rotation times are the prerequisite for highest temporal resolution and are therefore essential for brilliant, motion free cardiovascular imaging.

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

SIEMENS REPRESENTATIVE
Mathew Hayes - (336) 263-4273

Qty	Part No.	Item Description
1	14429973	**RS 100 kW Power** The 100 kW power allows the X-ray generator the use of maximum power of 100kW in fine adjustable steps.
1	14426919	**RS SAFIRE #AWP** The Sinogram Affirmed Iterative Reconstruction (SAFIRE) enhances spatial resolution, reduces image noise and increases sharpness by introducing multiple iteration steps in the reconstruction process. The resulting improved image quality enables to reduce dose by up to 60%* *In clinical practice, the use of SAFIRE may reduce CT patient dose depending on the clinical task, patient size, anatomical location, and clinical practice. A consultation with a radiologist and a physicist should be made to determine the appropriate dose to obtain diagnostic image quality for the particular clinical task. The following test method was used to determine a 54 to 60% dose reduction when using the SAFIRE reconstruction software. Noise, CT numbers, homogeneity, low-contrast resolution and high contrast resolution were assessed in a Gammex 438 phantom. Low dose data reconstructed with SAFIRE showed the same image quality compared to full dose data based on this test. Data on file
1	14445840	**RS iMAR #AWP** The iMAR metal artifact reduction algorithm combines three successful approaches (beam hardening correction, normalized sinogram inpainting and frequency split). This allows to reduce metal artifacts caused by metal implants such as coils, metal screws and plates, dental fillings or implants. iMAR is compatible with extended FoV, the extended CT scale as well as dose reduction features. Along with the algorithm comes the simple user interface of iMAR enabling easy reconstruction of clinical images with reduced metal artifacts.
1	14417649	**RS Adaptive 4D Spiral** With the unique Adaptive 4D Spiral, dynamic CT imaging moves beyond fixed detector limitations to provide larger coverage than the actual detector size
1	14419742	**RS Adapt. 3D Intervent. Suite Wireless** The complete solution for 2D and 3D non fluoroscopic and 2D fluoroscopic minimal invasive volume interventions The Adaptive 3D Intervention Suite contains Adaptive 3D Intervention for 3D volume intervention Intervention Pro for spiral and sequential non- fluoroscopic interventional procedures and complete organ coverage with maximal flexibility and with minimal single click effort i-Fluoro CT for CT allows for 2 dimensional interventional fluoroscopic procedures i-Control CT supports interventional procedures as independent remote unit Foot switch for radiation release (x-ray)
1	14426694	**RS Table Side Rails** Side rails enable the quick and easy attachment of additional accessories such as an infusion bottle holder and i-control intervention module to the standard patient table.
1	14417690	**RS Dual 19" Monitor #AWP** Second 19-inch monitor for the Acquisition workplace (AWP)
1	14448350	**RS Dual Monitor Ceiling Support** The dual monitor solution enables access to images and scan data while interacting with the patient in the scan room. The high resolution, flicker free, 19-inch (48 cm) color flat panel displays are mounted at the ceiling support. The space-saving ceiling installation along with the large movement range of the support allows maximum operating convenience when positioning the monitor. Ceiling Support Base Ceiling support for the accommodation and safe installation of one or two flat screen monitors in the examination room. 19 flat screen monitor (2x) The 19 monitors support CT interventions and CT fluoroscopy with a display in the examination room

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

SIEMENS Healthineers

SIEMENS REPRESENTATIVE
Mathew Hayes - (336) 263-4273

Qty	Part No.	Item Description
1	14429957	**RS Standard IRS** Reconstruction computer for the preprocessing and reconstruction of the CT raw data. The reconstruction computer contains of a cluster of 3 high-performance GPU boards performing the preprocessing and reconstruction of the CT data. The raw data memory is 1.5 Tbyte. The peak reconstruction performance is up to 40 frames/sec.
1	14426774	**RS UHR** UHR mode delivers Ultra High resolution in plane of up to 24lp/cm for high defined imaging of small structures such as inner ear, joints or fractures of the bone
1	14442484	**RS FAST Planning #AWP** Immediate, organ-based setting of scan and recon ranges aiming for a faster and more standardized workflow at the scanner
1	14457416	**RS FAST Adjust** 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.
1	14457419	**RS CARE kV** CARE kV automatically proposes the best tube voltage based on the patient's size, the system capabilities and the type of examination. Once the kV setting has been chosen, CARE kV also automatically adjusts other scan parameters, including the tube current. This reduces dose, maintains a constant image quality, and simplifies processes for technicians.
1	14426921	**RS CARE Child** Dedicated pediatric CT imaging, including 70 kV scan modes and specific CARE Dose4D curves and protocols
1	14457418	**RS CARE Dashboard** Visualization of activated dose reduction features and technologies for each scan range of an examination to analyze and manage the dose to be applied in the scan.
1	14457417	**RS CARE Profile** CARE Profile: Visualization of the dose distribution of the scan range along the topogram prior to the scan.
1	14417696	**RS Extended Field of View #AWP** Software program with special reconstruction algorithms that allow for visualization of objects using a FOV up to 78 cm (non-diagnostic image quality). License to use software on a single unit.
1	14429826	**RS Workstream 4D #AWP** WorkStream 4D further enhances the already superb workflow of the SOMATOM CT system by offering direct generation of sagittal, coronal, oblique or double-oblique reconstructed images directly from CT raw data as part of the CT protocol
1	14429827	**RS syngo 3D BoneRemoval #AWP** Simple automated bone removal functionality for the syngo 3D application. Preconfigured algorithms for angiography and hip/pelvis fracture scenarios are included to facilitate fast removal of bone structure for three dimensional presentation and analysis of CT data.
1	14426726	**RS Patient Table 2000 mm** Patient table to support up to 200cm scan range. Motor-driven table height adjustment from min. 49 cm to max. 92 cm, longitudinal movement of the tabletop 200 cm in increments of 0.5 mm, positioning accuracy +/- 0.25 mm from any direction. Horizontal scan range 200 cm. Table height can be controlled alternatively by means of foot switch (2 each on both sides of the patient table). In the case of emergency stop or power failure, the tabletop can also be moved manually in horizontal direction. Max. table load: 227 kg/500 lbs. Table feed speed: 1-200 mm/s. Distance between gantry front and table base 40 cm. Positioning aids: Mattress protector, head-arm support (inclusive cushion), and non-tiltable head holders with positioning cushion set, patient restraining system for head fixation, restraining-strap set with body fixation strap that can be directly connected to the patient table top, headrest, table extension, knee-leg support
1	14427534	**RS Mattress for Patient Table** For the comfortable positioning of the patient on the CT table.

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

SIEMENS REPRESENTATIVE
Mathew Hayes - (336) 263-4273

Qty	Part No.	Item Description
1	14417669	**RS Rear cover incl. gantry panels** Rear Cover including gantry control panels with control functionality from the backside
1	14417772	**RS Computer Desk** New CT desk to accommodate the control components and color monitor. Width: 1200 mm, Depth: 800 mm, Height: 720 mm.
1	14417773	**RS Computer Cabinet** New cabinet to accommodate the computer system and UPS. Matched to the design of the control console table. Width: 800 mm, Depth: 800 mm, Height: 720 mm
1	14417672	**RS Cooling System Water** Water heat exchanger for the dissipation of heat loss generated in the gantry to an environmentally friendly cooling water circulation system. This optimizes system availability independently of the cooling water flow rate and temperature. System operation temperature 4 - 16 degrees C and 500 - 2500 l/h flow rate.
1	14417768	**RS Cooling System Water/Air #split** Water-to-air heat exchanger for the dissipation (to the air outside) of heat, generated in the gantry
1	14426835	**RS Trafo for Cooling System Water/Air** The transformer powers the Cooling System Water/Air.
1	14426843	**RS Service Switch** Service switch to shut off the outdoor cooling unit for maintenance or in case of emergency
1	CT_RECON_384	**AS+ configuration z-Sharp Technology** The unique STRATON X-ray source utilizes an electron beam that is accurately and rapidly deflected, creating two precise focal spots alternating 4,608 times per second. This doubles the X-ray projections reaching each detector element. The two overlapping projections result in an oversampling in z-direction. The resulting measurements interleave half a detector slice width, doubling the scan information without a corresponding increase in dose. Siemens' proprietary UFC (Ultra Fast Ceramic) detectors and the corresponding 128-slice detector electronics enable a virtually simultaneous readout of two projections for each detector element - resulting in a full 128-slice acquisition. This sampling scheme is identical to that of a 128 x 0.3 mm allowing for reconstruction of 384 slices using 0.1 mm reconstruction interval increment. z-Sharp Technology, utilizing the STRATON X-ray sources and the UFC detectors, provides scan speed independent visualization of 0.33 mm isotropic voxels and a corresponding elimination of spiral artifacts in the daily clinical routine at any position within the scan field.
1	SURE_VIEW	**SureView** Provides exceptional image quality at any pitch setting, enabling you to scan faster because you can scan at any pitch without degrading image quality
1	UFC_DETECTOR	**UFC Detector** Ultra Fast Ceramics (UFC) technology is a unique type of scintillation technology material that quickly and efficiently transforms radiation from the X-ray tube into light signals. Its superb overall quantum efficiency and unique short afterglow enable time-critical X-ray detection at low doses and extremely fast data collection.
1	FAST_SCAN_ASSIST	**FAST Scan Assistant** 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.
1	ADAPT_DOSE_SHIELD	**Adaptive Dose Shield** Adaptive Dose Shield for spiral acquisition to eliminate pre- and post-spiral over-radiation.
1	CARE_BOLUS	**CARE Bolus** Operating mode for CM-enhancement-triggered data acquisition

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

SIEMENS Healthineers

SIEMENS REPRESENTATIVE
Mathew Hayes - (336) 263-4273

Qty	Part No.	Item Description
1	CARE_DOSE4D	**CARE Dose4D** CARE Dose4D delivers the highest possible image quality at the lowest possible dose for patients - maximum detail, minimum dose. Adaptive dose modulation for up to 60% dose reduction
1	CT_LUNGIMAGASPL	**Lung Imaging** For well over a decade, CT has been recognized and used as the standard of care for lung nodule detection and sizing. This is due to CT's spatial resolution, geometric accuracy, and ability to create various reconstructions and 3D views. The high contrast environment in the chest between the lungs and the nodules makes for a relatively easy detection task for clinicians using CT images. Recent advances in CT technology have allowed these scans to be effectively performed at lower doses, higher resolutions, and faster scan times. The SOMATOM Definition AS+ CT is indicated for use in low dose lung cancer screening for high risk populations*. The AS+ is delivered with two specific scan protocols to provide low dose lung cancer screening exams at approximately 1.3 mGy CTDI for a standard size adult. These default protocols utilize Siemens proprietary dose reducing features such as CARE Dose4D(tm), automatic exposure control technology that modulates and adapts dose for every patient, for high image quality at low dose. *As defined by professional medical societies.
1	NEURO_BESTCONTRAST	**Neuro BestContrast** The Neuro BestContrast algorithm can provide enhanced tissue contrast, resulting in improved contrast between gray and white matter without increasing image noise. This post processing step is rapid and can be easily incorporated into clinical workflow where it can be used with other dose reduction approaches such as iterative reconstruction.
1	CT_TILTED_SPIRAL	**Gantry tilt incl. tilted spiral** Allows for sequential scanning with a tilted gantry between +/- 30°, depending on the vertical position of the table. Using the gantry tilt sensitive organs (like eye lenses) can be moved out of the scan range or it eases access during interventional procedures. The tilted spiral allows to utilize the gantry tilt for spiral scan modes.
1	SYNGO_VRT	**syngo VRT** Advanced 3D functionality as an extension to the basic 3D viewer, containing volume rendering technique (VRT) and advanced editing functions.
1	ACCESS_PROTECT	**Access Protection** Scan Protocols are password protected allowing only authorized staff members to access and permanently change protocols.
1	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 known as Smart Dose.
1	CT_UPS_DEF_AS	**Standard UPS for Definition AS** The standard partial system uninterruptible power system (UPS) is built directly into the power distribution cabinet (PDC) and supports the critical circuits for table and gantry electronics, console computer, image reconstruction system, and the internal Ethernet switch (to ensure connectivity). This enables safe removal of patient if outage occurs during scanning. The UPS allows for a safe shutdown of the CT scanner in the event of power interruption. The UPS provides 5-7 minutes of power, during which the user is prompted and guided through the process to perform a safe shutdown of the system. This safe shutdown ensures that no data is lost.
1	CT_PM	**CT 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	CT_BTL_INSTALL	**CT Standard Rigging and Installation**
1	CT_TRADE_IN_ALLOW	**Trade-in of a Sensation 16 50646 , project 2019-0140 , deinstall/exp date 11/30/2019, for ($6,350)**
1	4SPAS014	**Low Contrast CT Phantom & Holder**

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

SIEMENS REPRESENTATIVE
Mathew Hayes - (336) 263-4273

Qty	Part No.	Item Description
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	CT_INST_RIEDEL_01	**Riedel Chiller Start-up by SBT**
1	E93PM150UCT	**Eaton 93PM-150 kW UPS** Complete system backup without interruption. One UPS per CT. 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.) Network Card Eaton 24x7 start-up One year (24x7) warranty through Eaton Corp. Not approved for sites that require OSHPD. Optional Remote Monitoring Panel Shipment is to customer's dock. Customer is responsible for logistics from the dock to inside location.
1	EP103001998	**Eaton 93PM Remote Monitoring Device** Eaton 93PM Remote Monitoring Device: Wall-mounted display panel for monitoring the UPS status in the imaging suite when the UPS is located elsewhere in the facility. Includes Power Xpert Gateway Mini-Slot Card for interface with the 93PM UPS. RMP Dimensions: 5.9W x 0.8D x 3.2H RMP Weight: 0.5 Lbs.
1	CT_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	CT_FOLLOWUP_24	**Follow-up training 24 hrs** Up to (24) hours of follow-up on-site clinical education training, scheduled consecutively (Monday - Friday) during standard business hours for a maximum of (4) imaging professionals. Uptime Clinical Education phone support is provided during the warranty period for specified posted hours. This educational offering must be completed (12) months from install end date. If training is not completed within the applicable time period, Siemens obligation to provide the training will expire without refund.
1	CT_FOLLOWUP_16	**Follow-up training 16 hrs** Up to (16) 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.

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

SIEMENS REPRESENTATIVE
Mathew Hayes - (336) 263-4273

Qty	Part No.	Item Description
1	SY_PR_TEAMPLAY	**teamplay Welcome & Registration Package** teamplay is a cloud-based network that brings together your imaging modality users, the systems' dose and utilization data, and the users' expertise to help you improve the delivery of care to your patients. Basic features are provided free of charge. Premium features (benchmarking, non-Siemens devices) are provided on a trial basis for three months at no charge, and may be used thereafter on a subscription fee basis To register: http://teamplay.siemens.com/#/institutionRegistration/1
1	CT_ADDL_RIGGING	**Additional Rigging CT at $9,000**

System Total: **$697,029**

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

SIEMENS REPRESENTATIVE
Mathew Hayes - (336) 263-4273

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.

Upgrades/Options/Software packages purchased and requiring installation by Siemens must be installed 60 days post shipment. If Siemens' access to the equipment on which such package(s) are to be installed is not made available within 60 days post shipment then invoicing will occur and payment will be due based upon contractual payment terms.

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

SIEMENS Healthineers

SIEMENS REPRESENTATIVE
Mathew Hayes - (336) 263-4273

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 U.S. 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 finally 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.

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

SIEMENS REPRESENTATIVE
Mathew Hayes - (336) 263-4273

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.

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

SIEMENS Healthineers

SIEMENS REPRESENTATIVE
Mathew Hayes - (336) 263-4273

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

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

2. SCOPE: The following terms and conditions shall apply to all Software and Documentation provided by Licensor to Licensee under the Agreement (whether included with other products listed in the Agreement or listed separately in the Agreement), together with any updates or revisions thereto which Licensor may provide to Licensee, and all copies thereof, except any Software and/or Documentation licensed directly by Licensor's supplier under a separate end-user license agreement accompanying the Software or the Documentation, in which case Licensee agrees to be bound by that license agreement as a condition to using the Software and/or Documentation. Except as expressly provided herein, and provided that in no event shall the warranties or other obligations of Licensor with respect to such Software or Documentation exceed those set forth in this Schedule, this Schedule shall be subject to the liability limitations and exclusions and other terms and conditions set forth in the Agreement. **ANY USE OF THE SOFTWARE, INCLUDING BUT NOT LIMITED TO USE ON THE DESIGNATED UNIT, WILL CONSTITUTE LICENSEE'S AGREEMENT TO THIS SOFTWARE LICENSE SCHEDULE (OR RATIFICATION OF ANY PREVIOUS CONSENT).**

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

4. PROPRIETARY PROTECTION AND CONFIDENTIALITY: Ownership of and title to the Software and Documentation and all copies, in any form, licensed under this Schedule are and will remain in Licensor or its suppliers at all times. Licensee shall not (i) remove any copyright, trade secret or other proprietary right notices contained on or in the Software or Documentation as provided by Licensor, (ii) reproduce or modify any Software or Documentation or copy thereof, (iii) reverse assemble, reverse engineer or decompile any Software, or copy thereof, in whole or in part (except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation), (iv) sell, transfer or otherwise make available to others the Software or Documentation, or any copy thereof, except as expressly permitted by this Schedule, or (v) apply any techniques to derive any trade secrets embodied in the Software or Documentation. Licensee shall take all appropriate actions to ensure that: (i) the Software does not leave the Designated Unit's equipment location as set forth above, (ii) the Software is not copied by Licensee or any third parties, and (iii) the Software is not used in any equipment other than the Designated Unit. Licensee shall secure and protect the Software and Documentation and copies thereof from disclosure and shall take such actions with its employees and other persons who are permitted access to the Software or Documentation or copies as may be necessary to satisfy Licensee's obligations hereunder. Prior to disposing of any computer medium, computer memory or data storage apparatus, Licensee shall ensure that all copies of Software and Documentation have been erased therefrom or otherwise destroyed. In the event that Licensee becomes aware that any Software or Documentation or copies are being used in a manner not permitted by the license, Licensee shall immediately notify Licensor in writing of such fact and if the person or persons so using the Software or Documentation are employed or otherwise subject to Licensee's direction and control, Licensee shall use reasonable efforts to terminate such impermissible use. Licensee will fully cooperate with Licensor so as to enable Licensor to enforce its proprietary and property rights in the Software. Licensee agrees that, subject to Licensee's reasonable security procedures, Licensor shall have immediate access to the Software at all times and that Licensor may take immediate possession thereof upon termination or expiration of the associated license or this Schedule. Licensee's obligations under this paragraph shall survive any termination of a license, the Schedule or the Agreement.

5. UPDATES AND REVISIONS: During the warranty period or under a separate service contract or software update subscription, revised or updated versions of the Software licensed under this Schedule may be made available at Licensor's option, to Licensee to use or to test while Licensee continues use of a previous version. Licensee has the right to decide whether to install any such revised or updated versions or to continue use of the previous version after giving due regard to the United States Food and Drug Administration rules and regulations. However, Licensee shall pay Licensor for any services necessitated by any modifications of the Software by Licensee or by Licensee's failure to utilize the current non-investigational version of the Software provided by Licensor. Software updates that provide new features or capabilities or that require hardware changes will be offered to Licensee at purchase prices established by Licensor. Licensor retains the sole right to determine whether an update represents an enhancement of a previously purchased capability or a new capability for which the Licensee will be charged. In addition, some updates may require Applications Training performed by Licensor's personnel that will be offered at Licensor's prevailing rates. Licensor retains the sole right to determine whether an update requires such training.

6. DELIVERY, RISK OF LOSS AND TITLE: Notwithstanding the provisions of Section 6 of the attached Terms and Conditions of Sale, if any, the Software and Documentation licensed hereunder shall be delivered on or

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

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

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

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

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

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

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

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

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

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

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

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

- If a supplier of Licensor or affiliates of such a supplier make available Supplemental Components, and no other end-user software licensing agreement terms are provided, then the terms of this Schedule shall apply, except that the supplier or affiliate entity providing the Supplemental Component(s) shall be the licensor of the Supplemental Component(s). Licensor, its supplier(s), and their respective affiliates reserve the right to discontinue any Internet-based services provided to Licensee or made available to Licensee through the use of the Software.

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

(f) Licensee acknowledges that portions of the Software are of U.S. origin. Licensee agrees to comply with all applicable international and national laws that apply to the Software, including the U.S. Export Administration Regulations, as well as applicable end-user, end-use and destination

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

SIEMENS Healthineers

SIEMENS REPRESENTATIVE
Mathew Hayes - (336) 263-4273

restrictions issued by U S and other governments For additional information on exporting software supplied by Microsoft, see | http://www.microsoft.com/exporting/

Revised 03/15/05

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

SIEMENS Healthineers

SIEMENS REPRESENTATIVE
Mathew Hayes - (336) 263-4273

TRADE-IN EQUIPMENT REQUIREMENTS

THE FOLLOWING APPLIES ONLY TO THE EXTENT THAT THE QUOTATION INCLUDES AN EQUIPMENT TRADE IN OR IF A TRADE-IN IS LATER ADDED TO THS QUOTATION VIA A CHANGE ORDER. THESE REQUIREMENTS ARE IN ADDITION TO ANY OTHER REFERENCED TERMS AND CONDITIONS OF 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 In 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) any radioactive sources and other hazardous materials are removed from the equipment, (iv) equipment has been wiped down and decontaminated of any blood and/or other potentially infectious materials (v) 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 (vi) 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 items (i) through (v) 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 and on the date of de-installation after final inspection and test by the Seller (or Designee) has occurred, the Purchaser must supply licensed tradespeople to disconnect the power and plumbing (including draining/removing and disposing of any hazardous materials including, but not limited to, glycol coolant from the chiller, oil from the transformer and radioactive sources, as examples.) 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. FOR ULTRASOUND SYSTEMS – Purchaser may provide transducers with the Ultrasound unit being traded in, but will not receive additional credit for such transducers.

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

SIEMENS Healthineers

SIEMENS REPRESENTATIVE
Mathew Hayes - (336) 263-4273

CT Warranty Information

Product (New Systems and "ECO" Refurbished Systems Only)	Period of Warranty[1]	Coverage	
SOMATOM go			SOMATOM go requires Smart Remote Services (SRS) Connection prior to system installation or requires purchase of "No SRS" option
CT System (not including consumables)	12 months	Full Warranty (parts & labor, including ALL tubes) Principal Coverage Period 8am-5pm Monday through Friday [2]	

The parts warranty below only applies to purchased parts, not to replacement parts provided pursuant to a warranty. Repairs or replacements shall not interrupt, extend or prolong the term of the warranty.			
Vectron	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
Straton	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 181, 202, 302, 352	Prorated to a maximum of 40,000 scan-seconds or 6 months whichever occurs first	Prorated credit given to customer against replacement cost	credit percentage = (40,000 – scan-seconds used) / 40,000*100
Dura Akron B tubes	Prorated to a maximum of 40,000 scan-seconds or 6 months whichever occurs first	Prorated credit given to customer against replacement cost	credit percentage = (40,000 – scan-seconds used) / 40,000*100
Dura Akron Q tubes	Prorated to a maximum of 30,000 scan-seconds or 6 months whichever occurs first	Prorated credit given to customer against replacement cost	credit percentage = (30,000 – scan-seconds used) / 30,000*100
Dura Akron 422 tubes	Prorated to a maximum of 100,000 scan-seconds or 12 months whichever occurs first	Prorated credit given to customer against replacement cost	credit percentage = (100,000 – scan-seconds used) / 100,000*100
Dura Akron 688 tubes	Prorated to a maximum of 100,000 scan seconds or 12 months whichever occurs first	Prorated credit given to customer against replacement cost	credit percentage = (100,000 – scan-seconds used) / 100,000*100
Chronon tubes	Prorated to a maximum of 100,000 scan-seconds or 12 months whichever occurs first	Prorated credit given to customer against replacement cost	credit percentage = (100,000 – scan-seconds used) / 100,000*100
Athlon tubes	Prorated to a maximum of 100,000 scan-seconds or 12 months	Prorated credit given to customer against replacement cost	credit percentage = (100,000 – scan-seconds used) / 100,000*100

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

SIEMENS Healthineers

SIEMENS REPRESENTATIVE
Mathew Hayes - (336) 263-4273

	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] Standard deliverable independent of subsequent service contract commitment

Service Agreement

Q-00027624 | 5/14/2019
Prepared for
Hugh Chatham Memorial Hospital

Your Service Sales Representative
Angela Jackson
Phone: 724-940-7924
Fax: 412-406-4082
angela.jackson@bayer.com

GPO pricing applied
HPG EQUIPMENT

Bayer HealthCare LLC
1 Bayer Drive
Indianola, PA 15051

Price quote valid until
11/30/2019

Service Agreement Details

TechCARE Basic (TCB)

- Bayer EPM™ available 8AM - 5PM M/F
- Calibration per OEM specifications and procedures
- Software updates
- EPM™ certified part replacements
- Complete inspection and safety testing
- Onsite service by a Bayer certified field engineer
- Full warranty coverage for the term of the agreement
- Local travel applies to after hour service
- 24/7 Technical Support
- VirtualCare® Remote Support

This Service Program meets CMS requirements for hospital equipment maintenance accreditation.

Plus the TechCARE Advantage!!
- Opt for a Next-Generation Workstation Upgrade for Your Control Room
- Opt for a Next-Generation Equipment Upgrade for Your Scan Room (*does not include mounting options)

A three-year agreement is required with TechCARE. Please see additional details of your service program in the attached terms and conditions.

Medrad® Stellant® D CT Injection System

Catalog Number	Serial No.	Location	PMs	Effective Date	Expires 11/14/2020	Expires 11/14/2021	Expires 11/14/2022
TCB-SCTD	21090		3	11/15/2019	$5,540.77	$5,540.77	$5,540.77
TCB-SCTD	28150		3	11/15/2019	$5,540.77	$5,540.77	$5,540.77
Subtotals for Medrad® Stellant® D CT Injection System					**$11,081.54**	**$11,081.54**	**$11,081.54**

Subtotal for TCB	**Per-year costs**	**$11,081.54**	**$11,081.54**	**$11,081.54**
	Cumulative costs	**$11,081.54**	**$22,163.08**	**$33,244.62**
		One-year agreement	Two-year agreement	Three-year agreement

Total, all plans	**Per-year costs**	**$11,081.54**	**$11,081.54**	**$11,081.54**
	Cumulative cost	**$11,081.54**	**$22,163.08**	**$33,244.62**
		Year One	Year Two	Year Three

All Pricing is in U.S. Currency.

Service Agreement

Q-00027624 | 5/14/2019

Prepared for
Hugh Chatham Memorial Hospital

180 PARKWOOD DR
ELKIN NC 28621

Missy Church
Phone 3365277398

Your Service Sales Representative
Angela Jackson
Phone: 724-940-7924
Fax: **412-406-4082**
angela.jackson@bayer.com

Service types
TechCARE Basic (TCB)
All pricing is in **USD**

GPO
GPO pricing applied
HPG EQUIPMENT

Bayer HealthCare LLC
1 Bayer Drive
Indianola, PA 15051

Valid until
11/30/2019

Summary

What's Here:

- ✓ This document presents a maintenance agreement tailored to the specific needs of your facility.
- ✓ The information that follows will provide a detailed overview of the service agreement you have selected.

What's Next:

- ☐ Please review this quotation in full to ensure it accurately reflects your request.
- ☐ Choose the term of the agreement to lock in your current rate.
- ☐ Fully execute the agreement by completing the Acceptance and Billing section on the final page and returning the signed agreement along with your purchase order number to your Inside Sales Representative for processing

Equipment Service by Bayer is built on optimizing product uptime, maximizing value, and keeping Bayer devices performing at peak efficiency.

Think Ahead.
With VirtualCare, our round-the-clock remote support that identifies issues before they become major problems.

Plan Ahead.
With our annual proprietary predictive maintenance, the single most important thing you can do for your Bayer devices.

Stay Ahead.
With our rapid response teams, including Field Service, Technical Assistance and Repair Centers, staffed by Bayer Certified Service Engineers and Technicians.

Think Equipment Service by Bayer.
Your Partner for Peace of Mind.

All Pricing is in U.S. Currency.

Service Agreement

Q-00027624 | 5/14/2019
Prepared for
Hugh Chatham Memorial Hospital

Your Service Sales Representative
Angela Jackson
Phone: 724-940-7924
Fax: 412-406-4082
angela.jackson@bayer.com

GPO pricing applied
HPG EQUIPMENT

Bayer HealthCare LLC
1 Bayer Drive
Indianola, PA 15051

Price quote valid until
11/30/2019

Billing Plan

To aid your planning, here is a schedule for your service agreement invoices.

Invoices	Year 1	Year 2	Year 3	Total
	$11,081.54 Due: On Receipt of PO	**$11,081.54** Due: 10/16/2020	**$11,081.54** Due: 10/16/2021	
				$33,244.62

Comments

VirtualCARE Remote Support Acknowledgement

Please note, Virtual Care is not applicable for Mark IV, Mk V, Provis, Vistron, EnVision, Spectris or Veris equipment.

I acknowledge VirtualCARE Remote support as an entitlement of our Bayer service coverage and agree to the install at the time of Bayer's next service visit.

IT Contact Name

Type or write name

Phone

(000) 000-0000

Email

Type or write email address

Customer Approver Name

Type or write name

Customer Approver Title

Type or write title

Customer Approver Signature

X

Please print and sign

Date

MM/DD/YY

☐ I would like to opt out of VirtualCARE Remote Support.

All Pricing is in U.S. Currency.

Service Agreement

Q-00027624 | 5/14/2019
Prepared for
Hugh Chatham Memorial Hospital

Your Service Sales Representative
Angela Jackson
Phone: 724-940-7924
Fax. **412-406-4082**
angela.jackson@bayer.com

GPO pricing applied
HPG EQUIPMENT

Bayer HealthCare LLC
1 Bayer Drive
Indianola, PA 15051

Price quote valid until
11/30/2019

Acceptance

Your signature below indicates your acceptance of this Agreement, including the terms and conditions included as part of this document. Please complete the information below, along with your Purchase Order referencing Quote # Q-00027624, and email this form to your Bayer Service Sales Representative, Angela Jackson at angela.jackson@bayer.com

If pricing and terms of this order are based on your current Group Purchasing Organization (GPO) affiliation, any change to your current affiliation may require a new quote or updated terms and pricing.

Payment terms
30 days due net

Address
180 PARKWOOD DR
ELKIN, NC 28621

Billing Information
Write your preferred billing address below.

Customer Contact
Missy Church

Phone
3365277398

Service Coverage

A three-year agreement is required with TechCARE.

☐ One Term ☐ Two Terms ☐ Three Terms

Additional Customer Comments

PO#

Type or write PO number

PO Amount

Type or write PO amount

Customer Approver

Type or write customer name

Customer Approver Title

Type or write customer title

Customer Approver Signature

X _____
Please print and sign

Date

_____
MM/DD/YYYY

Inside Sales Representative Signature

X _____
Please print and sign

Date

_____
MM/DD/YYYY

All Pricing is in U.S. Currency.

Service Agreement
Service Rates and Policies

TechCARE Basic

BACKGROUND

Bayer HealthCare LLC is referred to herein as "Bayer" and agrees to provide services to Customer (referred to herein as you or Customer) under the terms set forth in this Agreement.

MODIFICATIONS

The prices and terms on this Agreement are not subject to verbal changes or other agreements unless approved in writing by Bayer's Corporate Office.

ACCEPTANCE

Bayer's services are sold only under the terms and conditions stated in this Agreement. This Agreement commences upon Bayer's receipt of a signed copy of this Quotation/Agreement Letter and Purchase Order Number. These terms and conditions, together with the program specific terms and conditions attached hereto, shall control in all instances. Any additional terms and conditions in any purchase order or other document issued by either party affecting the service of products covered by this Agreement shall be of no force and effect.

PRICING

Prices are based on costs and conditions existing on the date of this Agreement and are valid until the expiration date listed on the quote. The pricing for services provided pursuant to this Agreement may reflect or be subject to discounts, rebates, or other price reduction programs. Please be advised that you are obligated to: a) fully and accurately disclose the amount of any such discounts, rebates or other price reductions in your cost reports or claims for reimbursement to Medicare, Medicaid, or health care programs requiring such disclosure and b) provide such documentation to representatives of the Secretary of the Department of Health and Human Services and state agencies upon request. Unless noted otherwise, the value of any service listed as $0.00 on this Agreement may constitute a discount that you should evaluate when filing such reports. You may request additional information from Bayer in order to meet your reporting or disclosure obligations by writing to the address set forth in this Agreement.

INDEMNITY

Bayer will indemnify, defend and hold you harmless from any liability, loss, expense, cost, claim or judgment, including attorney's fees arising out of any third party claim for property damage or personal injury or death where the services provided hereunder are alleged to have caused or contributed to the damage, injury, or death, provided that this indemnification does not extend to injuries damages or death to the extent caused by the negligence, reckless disregard or intentional acts of you or any third party.

WARRANTY EXCLUSIONS

EXCEPT AS PROVIDED IN THE ABOVE WARRANTY SECTION, BAYER EXPRESSLY DISCLAIMS ALL WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED. IN NO EVENT SHALL BAYER BE LIABLE FOR ANY LOST PROFITS OR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR OPERATIONS OF BAYER'S PRODUCT OR SERVICE. IN NO EVENT IS BAYER RESPONSIBLE FOR DAMAGES THAT EXCEED THE PAYMENT, IF ANY, RECEIVED BY BAYER FOR THE PRODUCT OR SERVICE FURNISHED, OR TO BE FURNISHED, PURSUANT TO THIS AGREEMENT. SOME STATES DO NOT ALLOW THE EXCLUSIONS ON LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS.

EXCEPTIONS

The following exceptions apply to all service agreements from Bayer. Additional exceptions may apply to specific programs. This agreement does not cover:

a) Products that have been modified, improperly installed, or improperly interfaced with other equipment. These conditions could jeopardize Product operation, safety or reliability.

b) Damage, malfunction, or incorrect injections resulting from using non-Bayer syringes, (i.e., leakage, pressure, flow rates, or volumes not agreeing with injector settings, etc.)

c) Malfunction or damage due to abuse, misuse or spilling of contrast, blood or other substances; or operator error in failing to follow specific provisions of the Product operation manual.

d) Failures caused by network outages or improper network configuration.

e) Damage by fire, floods or other disasters commonly defined as "Acts of God".

f) Any Injector Head Counterpoise System and any ceiling or wall support structure used to mount or support an Injector Head Counterpoise System. Unless otherwise indicated, Bayer does not warrant these items from damage or failure under this agreement. All labor, travel and material required to repair or replace any such item will be charged at Bayer standard rates, including applicable premium charges then in effect.

In all of these out of warranty instances, Bayer will provide service to your product, at your request. However, you must agree to pay Bayer for required labor, either in-house or on-site (including all travel time), and any material(s) required at Bayer's current list prices and labor rates, including applicable premium charges.

CANCELLATION

Bayer may terminate this Agreement by giving written notice to you if you have not made payment by the due date or if you do not give Bayer access to the equipment at the scheduled time for service. You may cancel this Agreement at any time by giving sixty (60) days prior written notice to the Bayer Service Department. If the Agreement is terminated for any reason Bayer shall refund to you an amount equal to the amount you prepaid for service for that year less the assessed value of any Engineered Predictive Maintenance (EPM) performed and the assessed value of any remaining agreement coverage. If the EPM was performed and at least one onsite emergency service event was performed during the agreement period, the agreement shall be considered fulfilled and no refund for that service year will be due to you.

FORCE MAJEURE

Bayer will not be responsible for delays or non-performance directly or indirectly caused by any acts of God, fire, explosion, flood, war, accident, action by governmental authority, inability to procure supplies and raw materials, delays in transportation, work stoppage, court order, and other causes beyond Bayer's reasonable control.

RIGHTS UNDER LAW

In addition to any rights specifically identified here in this Agreement, Bayer shall have all rights and remedies conferred by law. Bayer shall not be required to perform its obligations under this Agreement if you have defaulted (e.g. failed to pay) under this Agreement or any other contract involving Bayer.

RATES

These rates and policies apply to service performed in the United States and Canada. They may vary in other locations. Consult your Bayer Representative for service rates and policies for your location. All rates are subject to change without notice.

HIPAA

Bayer represents that, unless otherwise noted, it is not a Business Associate as defined in the Health Insurance Portability and Accountability Act ("HIPAA"). The functions Bayer is required to perform hereunder do not require the use or disclosure of Protected Health Information ("PHI"). To the extent any disclosure of PHI does occur, it is incidental and covered under the incidental disclosure rule found in 45 CFR 164.502(a)(1). In addition, to the extent any such incidental disclosure does occur, Bayer agrees to keep all such information confidential.

VirtualCare® REMOTE SERVICE

Bayer may provide remote diagnostic and monitoring services on the products under this Agreement using Bayer's proprietary hardware and software (the "Maintenance Materials"). Bayer provides the hardware to you for use with the VirtualCare service. You have no right to use the hardware except for the VirtualCare service and title to the hardware remains with Bayer at all times. You may not sell, assign or transfer the hardware to any third party. If you terminate VirtualCare service for any reason, you must contact Bayer to facilitate the return of the hardware to Bayer. If you fail to return the hardware to Bayer or breach the use provisions set forth herein, Bayer may remove the hardware from your site. The Maintenance Materials are and will remain Bayer's sole and exclusive property and Bayer does not grant you any licensed rights in the Maintenance Materials. In the event this Agreement is terminated or is not renewed, within sixty (60) days of contract termination or expiration Bayer will disable the VirtualCare system so that all auto alerts originating with VirtualCare system will be muted and Bayer will no longer receive such notices. Thereafter, Bayer will no longer continue its current practice of automatic remote monitoring and error code detection, or proactive event assessment and diagnostics. You understand that the VirtualCare connection may still exist but that no information will be relayed to Bayer from your systems.

TechCARE Basic

Covered System: TechCARE coverage is currently available for:

(1) Stellant Dual Injector System which consists of the Medrad Stellant Dual Injector and related disposables.

WARRANTY.

FULL WARRANTY PERIOD. There will be no charge, for the period stated on the agreement, for any action (parts, labor, travel) deemed necessary by Bayer to service the equipment, excluding those items listed under "Exceptions." Bayer will perform on-site corrective maintenance during normal working hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding Bayer observed holidays. Customer shall pay, as an additional charge for on-site Corrective Maintenance, all field labor and travel time, outside normal hours at Bayer's current service rates, including any appropriate premiums.

WARRANTY ON REPAIRS. All materials, labor and service provided hereunder are warranted to be free of defects in material or workmanship for the longer of the term of this agreement or ninety (90) days from the date provided

PREDICTIVE MAINTENANCE SCHEDULE. Bayer shall perform Predictive Maintenance on the Product(s) during the hours of 8:00 AM and 5:00 PM, Monday through Friday (PM Hours) unless otherwise indicated in the terms of this Agreement. For Injector and Monitor Products, Bayer will

perform Predictive Maintenance within the first sixty (60) days of the effective date of the Agreement or within twelve (12) months from the last PM provided by Bayer, unless otherwise agreed Predictive Maintenance performed outside of PM Hours will be charged an additional one half (1/2) of Bayer's current hourly service rate, including any applicable premiums.

HARDWARE ENHANCEMENT OPTIONS. In addition to the enhanced service offerings, Customer will be entitled during the term of the agreement to the following enhancements for their existing contracted Stellant Dual Injection System, as described below:

- Control Room Enhancement – When a next generation Stellant Dual injector monitor is, or becomes, available, Customer may request one such enhancement during the term and Bayer will replace Customer's existing monitor with a new next generation Certegra Workstation in accordance with the process outlined below

- Scan Room Enhancement – When the next generation Stellant Dual Injector head becomes available, Customer may request one such enhancement and Bayer will replace Customer's existing Stellant Dual Injector head with a remanufactured injector head in accordance with the process outlined below. The remanufactured injector head will only be compatible with new Bayer syringes as part of our complete injection system. Mounting options (Overhead Counterpoise System (OCS) and Pedestal) are excluded. Scan room enhancement will not be installed on OCS I (OCS I was last sold in 2004). Additional required components, such as the base power supply, may also be replaced by Bayer as part of this entitlement if necessary for compatibility with the remanufactured next generation Stellant Dual injector head.

WARRANTY ON ENHANCEMENT. All materials, labor and service provided hereunder are warranted to be free of defects in material or workmanship for the longer of the term of this agreement or ninety (90) days from the date provided.

PROCESS FOR ENHANCEMENT. Bayer will notify Customer of the availability of a program enhancement that meets the requirements noted above. Any time after notification, and during the term of the Agreement, Customer can exercise their option for the enhancement.Once Customer elects to receive the enhancement, Bayer will schedule installation to occur during the Customer's next scheduled PM. Customer agrees that travel and labor charges may apply if enhancement is requested at a time other than the scheduled annual PM. Customer understands that while Bayer will use commercially reasonable efforts to introduce a control room and a scan room enhancement during the term, there is no guarantee that such an enhancement will occur. Customer may accept the enhancement at any time during the term. Customer may not substitute an alternative and will not be entitled to a refund if it does not accept any offered enhancement or if one is not available. The enhancement may not include accessories other than the injector, such as OCS. Hardware being upgraded must be returned to Bayer. You are entitled to only one Control Room Enhancement and one Scan Room Enhancement. Once you elect to take advantage of your selected Control Room or Scan Room Enhancement and it is installed, you will not be eligible for an additional Control Room Enhancement or Scan Room Enhancement, respectively, should something new become available.

CUSTOMER COMMITMENTS. Customer will make reasonable efforts to connect VirtualCare® Remote Support, which is included with the service agreement coverage, to expedite and simplify maintenance, including future upgrades.

CANCELLATION. As noted in the standard service terms, you may cancel this Agreement at any time by giving sixty (60) days prior written notice to the Bayer Service Department. In addition to the provisions noted above, if you terminate for any reason prior to expiration, you will be billed for any enhancement provided during the term of the agreement.

Carolina Power Systems

WE BUILD NC

Quote No.: 30669970 **Rev No.:** **Issue Date: 10/15/2019**

Project Name: Hugh Chatham CT Addition 250kW & 200kW **Validity: 30 days**

Project Location: Elkin, NC

QTY

1 **DIESEL GENERATOR SET**

Caterpillar Model C9

- 250kW Standby Rating
- 5yr Warranty on engine
- EPA Stationary Emergency Emissions Certified (Tier 3)
- 277/480, 3 phase, 4 wire, 60 hz
- UL2200 certified
- NFPA 110 compliant
- EMCP4.2B control panel
- Local NFPA-99/110 alarm annunciator panel
- PMG excitation system
- Main line circuit breaker: 400AT, 3 pole, LSI trip unit,
- Charging alternator
- One (1) battery charger
- Battery set, rack, cables
- Coolant heater
- Spring type vibration isolators
- Factory test @ 0.8pf
- Factory Sound attenuated Enclosure, Level II
  - Sound level at full load: 75dBA at 23' (in free field environment)
  - 150 MPH wind load design
  - Internally mounted, super critical grade, exhaust system
- Custom Sub-base day tank, double wall, UL-142 (dimensions: 215"L x 71'W x 42"T)
  - 1,865 Gallon usable capacity, 96 hours at 100% load
  - High level, low level, and rupture basin alarms
  - Fuel level gauge
  - Normal & emergency vents (shipped loose for others to install)
  - Local fill port with lockable cap
  - Two (2) Aluminum welded steps and deck are with fiberglass grating
    - Overall dimensions: 198.5"L x 42"W x 84"T
    - Deck size: 144"L x 42"W x 42"T
    - Approx. weight: 420lbs each

1 **AUTOMATIC TRANSFER SWITCH**

ASCO 7000 Series

- 400A
- 277/480V, 60 Hz
- 4 Pole
- Open Transition, Isolation Bypass
- NEMA 1 Enclosure

1 **GENERAL**

- Start-up, testing, and customer training
  Includes 4-hour resistive load bank test on site
- F.O.B. Job Site for quoted equipment & material (Off-loading and installation not included)

250kW Sale Price: $ 144,689.00 (applicable taxes not included)

CAROLINA CAT
9000 Statesville Rd.
Charlotte, NC 28269

CAT Electric Power

Darin Wilson
Office (704) 731-7373
Cell (704) 618-0492
dwilson@carolinacat.com

QTY

1 **DIESEL GENERATOR SET**

Caterpillar Model C7.1

- 200kW Standby Rating
- 5yr Warranty on engine
- EPA Stationary Emergency Emissions Certified (Tier 3)
- 277/480, 3 phase, 4 wire, 60 hz
- UL2200 certified
- NFPA 110 compliant
- EMCP4.2B control panel
- Local NFPA-99/110 alarm annunciator panel
- PMG excitation system
- Main line circuit breaker: 400AT, 3 pole, LSI trip unit,
- Charging alternator
- One (1) battery charger
- Battery set, rack, cables
- Coolant heater
- Spring type vibration isolators
- Factory test @ 0.8pf
- Factory Sound attenuated Enclosure, Level II

  Sound level at full load: 75dBA at 23' (in free field environment)

  150 MPH wind load design

  Internally mounted, super critical grade, exhaust system

Custom Sub-base day tank, double wall, UL-142 (dimensions: 167"L x 66'W x 48"T)

1,435 Gallon usable capacity, 96 hours at 100% load

High level, low level, and rupture basin alarms

Fuel level gauge

Normal & emergency vents (shipped loose for others to install)

Local fill port with lockable cap

Two (2) Aluminum welded steps and deck are with fiberglass grating

Overall dimensions: 205"L x 36"W x 90"T

Deck size: 140"L x 36"W x 48"T

Approx. weight: 420lbs each

1 **AUTOMATIC TRANSFER SWITCH**

ASCO 7000 Series

- 400A
- 277/480V, 60 Hz
- 4 Pole
- Open Transition, Isolation Bypass
- NEMA 1 Enclosure

1 **GENERAL**

- Start-up, testing, and customer training

  Includes 4-hour resistive load bank test on site
- F.O.B. Job Site for quoted equipment & material (Off-loading and installation not included)

200kW Sale Price: $ 120,465.00 (applicable taxes not included)

Estimated Submittals (from receipt of purchase order):

4-6 weeks

Estimated Shipment (from submittal approval):

Genset: 16-18 weeks

ATS: 8-10 weeks

QUOTATION NOTES:

1. **Our pricing is based on the attached sizing program of a 250kW based on information provided.**
2. **We are offering a 200kW pricing in the event customer wants to see pricing. We may be able to use the 200kW option but will need to discuss in more detail with customer and engineer firm.**

Invoice & Payment Terms

Net due 30 days from invoice date
90% of total price invoiced upon equipment delivery
10% of total price invoiced upon completion of Carolina CAT's scope of supply

General Notes:

1. **WE HAVE DETAILED THE EQUIPMENT PROPOSED. PLEASE REVIEW YOUR SPECIFICATIONS TO BE SURE THAT THE EQUIPMENT DESCRIBED ABOVE MEETS YOUR REQUIREMENTS.**
2. This quotation covers items listed herein and does not constitute a specific job proposal.
3. All equipment furnished loose for installation by others unless specifically listed as installed.
4. We are quoting this equipment as a material supplier only, we do not include any offloading, installation, concrete pad, conduit, wiring, lugs, fuel, fuel piping, and other misc. hardware.
5. Start-Up, Testing, & Training to be performed during normal business hours unless specifically indicated otherwise.
6. Relay and/or System Coordination Study is not included unless specifically noted.
7. Telephone and verbal orders are to be confirmed in writing.
8. We reserve the right to correct errors or omissions.
9. Carolina Cat is not responsible for occurrences beyond our control.
10. Sale is contingent upon customer signing a Carolina CAT Purchaser Agreement Form.
11. This quotation is made subject to Carolina Tractor Standard Terms and Conditions.
12. This quotation is valid for Thirty (30) days from date of issue.
13. Contracts which include penalties or liquidated damage clauses for failure to meet promised shipping dates are not accepted by or binding on Carolina CAT, unless accepted, and confirmed in writing by an officer of Carolina Tractor & Equipment Company at its corporate office.
14. Delivery dates listed above are only estimates based on current delivery times from the manufacturers, they are subject to change at any time. Firm delivery dates can only be obtained after equipment has been released for production by the manufacturer. Release for production occurs after submittals have been approved in writing by the customer or the customer's representative.

CONDITIONS OF SALE

1. **DEFINITIONS.** For purposes hereof, unless otherwise provided herein (i) "Company" means Carolina Tractor & Equipment Company, a North Carolina corporation; (ii) "Conditions of Sale" means the following conditions of sale which are hereby incorporated by reference in, and made a part of, the Sales Order Agreement to which these Conditions of Sale are affixed or attached; (iii) "Customer" means the individual or entity whose name appears on the face of the Sales Order Agreement; (iv) "Equipment" means the equipment and products described on the face of the Sales Order Agreement; (v) "Invoice" means any invoice sent by Company to Customer pursuant to a Sales Order Agreement; and (vi) "Sales Order Agreement" means Company's Sales Order Agreement, which is an agreement between Company and Customer.

2. **PAYMENT TERMS.** Customer shall pay to Company the amount listed on the face of the Sales Order Agreement or Invoice in the manner and in accordance with the terms provided on the face of the Sales Order Agreement or Invoice. If Customer fails to pay the amount listed on the Sales Order Agreement or Invoice as required, Company may, in its sole discretion, without prejudice to any other remedy, do any one or more of the following: (i) postpone shipments, (ii) alter payment terms, (iii) terminate shipments, and (iv) charge interest on all overdue amounts at the rate of 1.5% per month compounded monthly (or such lesser rate as is required by applicable law). Any and all taxes imposed by federal, state or other governmental authorities on the sale of the Equipment shall be paid by Customer in addition to the prices listed (and whether or not itemized) on the Sales Order Agreement or Invoice. Customer may not hold back, delay or set-off any amounts owed to Company in satisfaction of any claims asserted by Customer against Company.

3. **DELIVERY TERMS.** Unless otherwise stated on the face of the Sales Order Agreement, all delivery terms shall be Free on Board (F.O.B.) at the facility where the Equipment is manufactured, pursuant to which the risk of loss passes to Customer when the Equipment is put into the possession of a carrier. Company will use reasonable diligence to meet the scheduled delivery dates provided herein, which are estimates and not guarantees of when the Equipment will actually be delivered. Customer's acceptance of delivery shall constitute a waiver of any claim of damage for delay. All references to delivery and shipment terms are with reference to the applicable provisions of the Uniform Commercial Code in effect from time to time in the State of North Carolina.

4. **INSTALLATION.** Unless otherwise set forth on the face of the Sales Order Agreement, Company shall not provide (i) any offloading or installation services with respect to the Equipment, (ii) any equipment, consumables or other hardware required for the installation of the Equipment, including, without limitation, concrete pads, conduit, wiring, lugs, fuel or fuel piping or (iii) any relay or system coordination study.

5. **SECURITY INTEREST.** To secure the payment of the purchase price of the Equipment and all other amounts due to Company from Customer, Customer hereby grants to Company a purchase money security interest in the Equipment and in all equipment and goods hereafter sold by Company to Customer, all accounts resulting from the sale or other disposition thereof by Customer and in all instruments, documents, general intangibles, attachments and accessions related thereto and all proceeds of the foregoing, as such terms are defined in the Uniform Commercial Code in effect from time to time in the State of North Carolina. Customer hereby authorizes Company to file with the appropriate filing offices such UCC-1 financing statements and other instruments and documents as Company deems necessary to evidence and perfect the above-described security interest.

6. **TITLE.** Upon delivery of the Equipment to Customer's job site, the Equipment shall become the property of Customer, subject to a reservation of a security interest herein granted to Company, and any losses or damage thereto shall be borne by Customer. Customer shall obtain appropriate risk insurance for fire, theft and extended coverage including vandalism, which recognizes Company's interest.

7. **WARRANTY.** WARRANTIES WITH RESPECT TO ANY EQUIPMENT ARE MADE BY THE MANUFACTURER OF SUCH EQUIPMENT, AND, UPON REQUEST, COMPANY WILL PROVIDE A COPY OF THE APPLICABLE MANUFACTURER'S WARRANTY. COMPANY DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION THE CONDITION OF ANY EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED.

8. **REMEDIES UPON BREACH.** If Customer breaches this contract, Company shall be entitled, in addition to any other remedy at law or equity, to recover all costs and expenses incurred by Company in connection herewith. Such costs and expenses shall include, without limitation, Company's reasonable attorney's fees, costs of labor applied to this contract, overhead, costs of any materials applied to or ordered for this contract, and any charges imposed on Company by its suppliers or subcontractors. If Company breaches this contract, Customer's exclusive remedy shall be to terminate this contract, after written notice to Company of the breach and reasonable time to cure, by written notice thereof to Company, and to receive a refund of the Sales Order Agreement amount, if previously paid, for any Equipment that have not been shipped or otherwise identified to this contract as of the date of such termination.

9. **CANCELLATIONS.** Cancellation of this contract must be in writing signed by Customer and Company. Such cancellation will be deemed to occur on the date that both parties sign the notice of cancellation. Upon such cancellation, Customer agrees to pay Company the greater of (i) thirty percent (30%) of the amount listed on the face of the Sales Order Agreement or Invoice or (ii) all costs and expenses incurred by Company in connection with this contract, including, without limitation, Company's reasonable attorney's fees, costs of labor applied to this contract, overhead, costs of any materials applied to or ordered for this contract, and any charges imposed upon Company by its suppliers or subcontractors.

10. **COSTS.** Customer shall pay all of Company's costs and expenses, including reasonable attorney's fees, of collecting any amount not paid when due hereunder and of otherwise enforcing the terms and conditions of this contract.

11. **EXCUSE FOR NON-PERFORMANCE**. Company shall not be liable for damages of any kind, caused by delays in shipment, delivery, or any other nonperformance of this contract, directly or indirectly resulting from or contributed to by any circumstances beyond Company's control, including without limitation, riots, wars, earthquakes or national emergencies, labor disputes of every kind however caused, embargoes, nondelivery by suppliers, inability to obtain supplies through normal sources of supplies, delays of carriers or postal authorities, or governmental restrictions, prohibitions or diversions. The occurrence of any such circumstance shall operate to extend Company's time of performance hereunder for a period not less than the period of such delay. In the event of any such circumstance, Company may allocate its production and deliveries among its customers as it may decide in its sole discretion.

12. **INSOLVENCY OF CUSTOMER.** Company may cancel this contract and suspend any further deliveries hereunder without any liability to Customer, and, if the Equipment has been delivered but not paid for, the price therefor shall become immediately due and payable despite any other agreement to the contrary, if: (i) any proceedings in bankruptcy, insolvency, receivership or liquidation are taken against Customer; (ii) Customer makes an assignment for the benefit of creditors or commits an act of bankruptcy or insolvency; (iii) Customer ceases, or threatens to cease, to carry on the ordinary course of its business, or transfers all or substantially all of its property; (iv) the Equipment is seized under any legal process or confiscated; or (v) Company in good faith believes that the ability of Customer to pay or perform any provision of this contract is impaired, or that the Equipment is in danger of being lost, or that any of the events mentioned above is about to occur.

13. **LIMITATION ON DAMAGES.** Company shall not be liable in tort, including liability in negligence or strict liability, and shall have no liability at all for injury to persons or property with respect to the Equipment or Company's performance hereunder. Company's contractual liability for failure to fulfill its obligations hereunder or any other liability in connection with the Equipment shall be limited to the amount of the purchase price of the Equipment. Even if Company has been advised of the possibility of the following, Company shall not be liable for any indirect, incidental, special or consequential damages, including lost profits and revenues, losses due to delay in shipment, failure to realize expected savings, any claim against customer by a third party, or any other commercial or economic losses of any kind.

14. **NOTICES.** All requests, instructions and notices from one party to the other must be in writing and may be given via mail or facsimile transmission to the address of the parties shown on the face of the Sales Order Agreement.

15. **GOVERNING LAW; VENUE.** This contract shall be governed by the laws of the state of North Carolina, without reference to its conflict of laws provisions. All disputes arising out of or in connection with this Agreement shall be brought and maintained in a state or federal court of competent jurisdiction located in Mecklenburg County, North Carolina.

16. **MISCELLANEOUS.** The terms and conditions stated herein constitute the complete and exclusive statement of the terms and conditions of the sale of the Equipment. There are no other promises, conditions, understandings, representations or warranties of any kind with respect to the subject matter hereof. This contract may be modified only by a writing referencing this contract signed by Company and Customer. The parties acknowledge and agree that any and all additional or different terms and conditions contained in any of Customer's acceptances, acknowledgments, invoices, bills or other commercial documents are hereby rejected by Company and shall not become part of the Conditions of Sale or limit, modify or otherwise affect the Sales Order Agreement. The failure of Company to enforce any right hereunder will not be construed as a waiver of its right to performance in the future. Any provision of this contract which is, or is deemed to be, unenforceable in any jurisdiction shall be severable from this contract in that jurisdiction without in any way invalidating the remaining provisions of this contract, and that unenforceability shall not make that provision unenforceable in any other jurisdiction. The rights which accrue to Company by virtue of this contract shall inure to the benefit of its successors and assigns.

ACCEPTED BY:_____ P.O. #:_____

COMPANY:_____ DATE:_____

Darin Wilson
Senior Sales Engineer
Carolina Cat | Power Systems Division
704-731-7373 (direct)
704-618-0492 (mobile)
dwilson@carolinacat.com | www.carolinacat.com

Project Sizing Report

Project Name/Ref #	Hugh Chatham Hospital Elkin	Electricity Supply	60 Hz 480/277 V
Customer Name		Connection	STAR
Region	U.S.	Max. Ambient Temperature	104.0 F
Prepared By	Norris	Altitude	500.0 Ft. A.S.L
Modified Date	11-Oct-2019	Humidity	30%

Load Analysis Summary

Max Transient Load Step	55.7 SkVA / 50.1 SkW
Peak Transient Load Step	55.7 SkVA / 50.1 SkW
Final Running Load	222.8 kVA / 200.5 kW / 0.90 PF
Max Running Non Linear Load	222.8 RkVA
Maximum Running Load	222.8 kVA / 200.5 kW
Selection Criteria	Step 1 Non-linear load requirements

Generator Set

Generator Set Model	(1) of C9	Nameplate Rating	250.0 kW / 312.5 kVA / 0.8 PF
Voltage Regulator and Slope	IVR 2:1 slope;	Site Output Rating	250 kW / 312.5 kVA
Feature Code	C09DE47	Rating Type	Standby
Fuel	Diesel	Open / Enclosure	Open
Sizing Methodology	Conventional	UL Listed	Yes
		Capacity Used - Without Capacity Reserved	80.2%

Engine

Make/Model	C9	Emissions / Certifications	EPA ESE
Aspiration	TA	Governor	ELEC
Cylinder Configuration	INLINE - 6	Aftercooler Type	ATAAC
Speed	1800 RPM	Displacement	537 Cubic Inch / 9 Liter

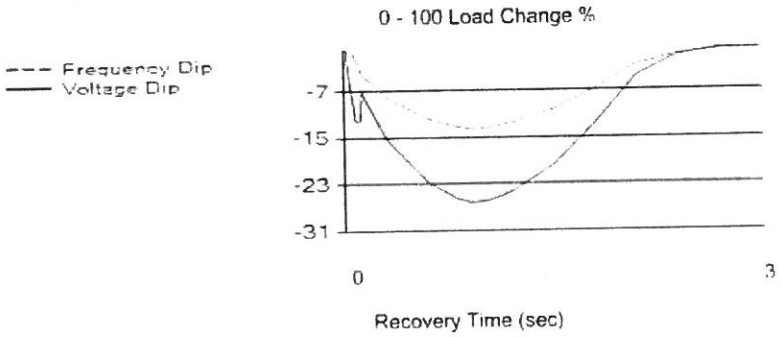
Engine Performance Number	DM8501	Bore	112
		Stroke	149
		Compression Ratio	16.1:1

Alternator			
Alternator Type/Frame Size	LC / LC5024J	Insulation Class	H
Alternator Winding Pitch	0.6667	Temperature Rise	105 C
Excitation/Winding Type	AREP / RANDOM	Number Of Poles	4
Alternator Arrangement Number	4490599	Number of Leads	12
		Rated Amps	375.9

**** See your Caterpillar dealer and/or Spec Sheet for technical information.

***** Package Power Tolerance: +/- 5%

Block Load(Only) Transient Response *			
Load Change %	FDip %	VDip %	Recovery Time (sec)
0 - 25	3.1	5.4	< 3
0 - 50	6.6	12.4	< 3
0 - 75	9.2	17.6	< 3
0 - 100	13.5	26.2	< 3



Transient Performance

The selected representative generator set was factory tested in accordance to NFPA 110 block load step capability and acceptable frequency and voltage response on load addition and rejection.

* Block Load (only) Transient Response values are at factory conditions. Genset block load capabilities at site conditions may vary from factory transient response test results due to a variance in site altitude or ambient conditions.

Note: This information is representative of a typical Caterpillar GenSet, but is not guaranteed. This estimate has tolerances, and there are also GenSet-to-GenSet variations.

Load Report

Project Name/Ref #	Hugh Chatham Hospital Elkin	Electricity Supply	60 Hz 480/277 V
Customer Name		Rating Type	Standby
Region	U.S.	Max. Ambient Temperature	104.0 F
Prepared By	Norris	Altitude	500.0 Ft. A.S.L
Modified Date	11-Oct-2019	Humidity	30%
Generator Set Model	(1) of C9	Nameplate Rating	250.0 kW / 312.5 kVA / 0.8 PF

Load Details		Permitted		Predicted		Transient Inrush		Running		Resultant Peak		Cumulative Running	
Load Step	Load Description	FDip	VDip	FDip	VDip	SkVA	SkW	kVA	kW	SkVA	SkW	kVA	kW
Step 1-Step Passed													
1.1	1x150.00 kW - UPS Load: User Defined UPS, 3-Phase, 6 Pulse, 25% Walk-In, 25% Battery	10%	10%			55.7	50.1	222.8	200.5				
	Step 1 Total	10%	10%	2.5%	4.3%	55.7	50.1	222.8	200.5				
	Total Through Step 1									55.7	50.1	222.8	200.5

Load Analysis Summary

Maximum Step		Maximum Peak		Final Running	
SkVA	SkW	SkVA	SkW	kVA	kW
55.7	50.1	55.7	50.1	222.8	200.5

POWER REQUIREMENTS

SYSTEM	SUPPLY VOLTAGE (VOLTS)	POWER CONSUMPTION (kVA)	SUPPLY IMPEDANCE (mΩ)	MAIN CIRCUIT BREAKER (AMPS)
SOMATOM DEFINITION AS	3Φ 480±10%	SEE BELOW	≤ 125	125

POWER CONSUMPTION (WITH STANDARD HOSPITAL CHILLED WATER OR AIR COOLED SYSTEM)
CT OPERATING FOR 3 SEC – 140 kVA ←
CT OPERATING AT 35 SEC – 93 kVA
CT OPERATING AT 100 SEC – 43 kVA
CT SYSTEM ON (STAND–BY) – 4 kVA
CT SYSTEM ON (COMP ON) – 2,5 kVA
CT GANTRY OFF (EVA ON) – 1.7 kVA

POWER CONSUMPTION (WITH OPTIONAL WATER/AIR SPLIT COOLING SYSTEM)
CT OPERATING FOR 3 SEC – 140 kVA
CT OPERATING AT 35 SEC – 93 kVA
CT OPERATING AT 100 SEC – 43 kVA
CT SYSTEM ON (STAND–BY) – 4 kVA
CT SYSTEM ON (COMP ON) – 2.5 kVA
CT GANTRY OFF (EVA ON) – 1.7 kVA
COOLING SYSTEM – 16kVA
COOLING SYSTEM FLOW HEATER (OPTIONAL) – 12kVA

IF AN ON–SITE TRANSFORMER IS REQUIRED TO OBTAIN CT OPERATING VOLTAGE, IT MUST BE OF SUFFICIENT CAPACITY AND CHARACTERISTICS TO MAINTAIN SUPPLY VOLTAGE AND IMPEDENCE REQUIREMENTS (TRANSFORMER AND CONDUCTORS).

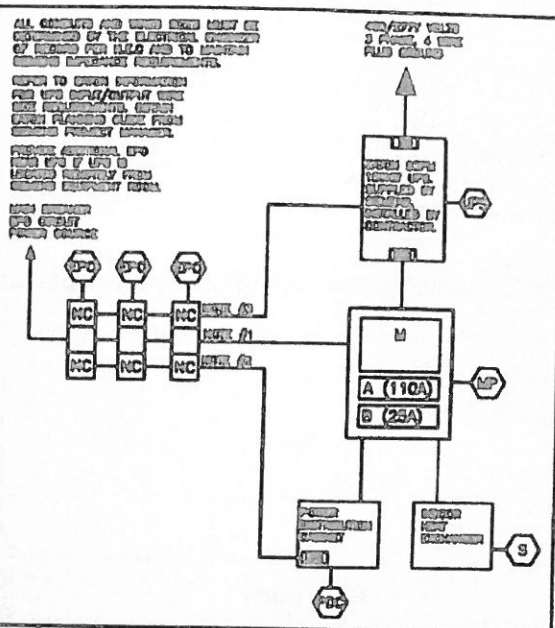
ALL STANDARD COMPONENTS AND ADD–ONS ARE SUPPLIED VIA THE POWER DISTRIBUTION SYSTEM.

DO NOT CONNECT NON–SIEMENS COMPONENTS SUCH AS LASER CAMERAS OR FILM PROCESSORS TO THE SIEMENS POWER DISTRIBUTION SYSTEM (PDS).

THE EXAMINATION ROOM SHOULD BE EQUIPPED WITH AT LEAST ONE EMERGENCY POWER OFF (PANIC) BUTTON.

TO ENSURE SATISFACTORY SYSTEM OPERATION THE PDS MUST HAVE A DEDICATED PROTECTIVE GROUND CONDUCTOR.

POWER SCHEDULE



ITEM	QTY	DESCRIPTION
UPS	1	EATON 93PM 160 kW UPS (UPS)
		UPS INPUT CIRCUIT BREAKER (ICB) AMPS: 300
		UPS OUTPUT CIRCUIT BREAKER (OCB) AMPS: 225
MP	1	MAIN PANEL WITH CIRCUIT BREAKERS FLUSH OR SURFACE MOUNTED.
M	1	MAIN BREAKER MUST HAVE TRIPPING DEVICE SO WHEN ANY EPO IS PRESSED THE BREAKER TRIPS.
		MAIN BREAKER AMPS: SEE POWER REQUIREMENTS

VOLTS	PHASES	NEUTRAL	GROUND	TOTAL WIRES
480/277Y	3	1	1	5

A	1	BREAKER AMPS: 110 (FOR POWER DISTRIBUTION CABINET "PDC")

VOLTS	PHASES	NEUTRAL	GROUND	TOTAL WIRES
480/277Y	3	1	1	5

S	1	BREAKER AMPS: 25 (FOR OUTDOOR HEAT EXCHANGER "S")

VOLTS	PHASES	NEUTRAL	GROUND	TOTAL WIRES
400Y	3	0	1	4

PHASE AND NEUTRAL WIRES TO BE THE SAME SIZE. GROUND PER NEC. UNLESS OTHERWISE NOTED ALL BREAKERS WILL BE 80% RATED.

EPO	VARIES	NOTE 1 – EPO CIRCUIT #1 MAIN CIRCUIT BREAKER EMERGENCY POWER OFF BUTTON WITH PROTECTIVE COVER THAT PREVENTS ACCIDENTAL ACTIVATION. THE EPO MUST BE OF FAIL-SAFE DESIGN. ALL EPO'S TO HAVE MECHANICAL LATCHING MECHANISM. EPO MUST BE RESET BEFORE MAIN BREAKER CAN RESUME OPERATION. CONTACTS AND WIRING CONFIGURATION TO BE DESIGNED BY ELECTRICAL ENGINEER OF RECORD. NOTE 2 – EPO CIRCUIT #2 EPO CONTACTS TO BE NORMALLY CLOSED, WIRED IN SERIES, CONNECTED TO CT PDC UPS ONLY. NOTE 3 – EPO CIRCUIT #3 EPO CONTACTS TO BE NORMALLY CLOSED, WIRED IN SERIES, CONNECTED TO EATON UPS ONLY. THE EPOs MUST BE INSTALLED BY A QUALIFIED ELECTRICAL CONTRACTOR ACCORDING TO NATIONAL ELECTRICAL CODE, STATE AND LOCAL REGULATIONS. MEASURES SHOULD BE TAKEN TO DESIGN THE CIRCUIT IN SUCH A WAY THAT IT WILL ALWAYS WORK WHEN THE MEDICAL EQUIPMENT IS POWERED. THE CUSTOMER IS SOLELY RESPONSIBLE FOR THE IMPLEMENTATION OF THE EPOs AND THEIR ASSOCIATED CIRCUITS AND MUST MAKE THE FINAL DETERMINATION CONSIDERING ALL SITE CONDITIONS AND REGULATORY FACTORS.

UNLESS OTHERWISE NOTED, ALL ITEMS LISTED IN THIS SCHEDULE SHALL BE SUPPLIED AND INSTALLED BY CUSTOMER/CONTRACTOR.

REV 8

03044 9-18-19

Arnder Electric Inc.

979 Sparger Rd.
Mount Airy, North Carolina 27030
336-789-9644 fax 336-789-0634

Invoice No. 3687

INVOICE

Customer

Name Hugh Chatham Hospital (Attn: Brent Slate)
Address 180 Parkwood Dr
City Elkin NC 28621
Phone

Date 9/16/2019
Order No
Rep
FOB

Qty	Description	Unit Price	TOTAL
	Ref: CT Scanner wiring		
1	Electrical plans from Brite Engineering	$6,000.00	$6,000.00

SubTotal $6,000.00
Shipping and Handling
Sales Tax
TOTAL $6,000.00

Payment Details

○ Cash
○ Check

Office Use Only

Arnder Electric Inc. has paid all sales tax on materials used

Terms: Net 10 days

ARNDER ELECTRIC, INC.

Brent Slate
Hugh Chatham Memorial Hospital
180 Parkwood Dr.
Elkin, NC 28621

October 24, 2019

Ref: CT Scanner Wiring

This Price Includes:
Install 300 amp wiring in conduit from existing breaker in switchgear to new transfer switch mounted beside existing switchgear. (Hugh Chatham Hospital to provide transfer switch)
Install 300 amp wiring and control wiring in conduit from transfer switch to new generator. Hugh Chatham Hospital to provide generator, offloading, fuel, and concrete pad.
Install 300 amp wiring in conduit from transfer switch to UPS. (Hugh Chatham Hospital to provide UPS and Bypass Switch.
Install one new 200 amp 480 volt panel, one 15 KVA transformer and one 120-208 volt panel in room beside UPS System.
Install one new 200 amp panel with shunt trip breaker in CT Room
Install wiring per plans from panel in CT room to CT machine
Install wiring to one ductless heat pump and one heat exchanger for CT scanner
Includes Electrical Engineers stamped plans
Includes Electrical Permit
Includes Sales tax on materials only (must fill affidavit form showing capital improvement)

This Price Does Not Include;
No Generator, transfer switch, fuel, offloading, or concrete pad
No UPS or bypass switch
No Fire alarm wiring
No removal of floor or walls for installation of conduit for CT scanner

PRICE 147,200.00

Deduct 22,680.00 to delete conduit & wiring to generator, transfer switch & annunciator panel

979 Sparger Rd.
Mt. Airy, NC 27030

PHONE 336-789-9644
FAX 336-789-0634
EMAIL jarnder2@triad.rr.com

GARANCO, Inc.
General Contractor

November 6, 2019

Mr. Brent Slate
180 Parkwood Drive
Elkin, NC 28621

Re: CT Scan

We are pleased to submit the following proposal for the CT Scan based on layout approved by HCMH and site visit with Brent Slate. The proposal consists of the following scope and description of the work:

- Builders Risk Insurance and Workers Comp Insurance
- Full time superintendent on site during construction
- Haul off and waste removal (dumpster by owner)
- Interior demo includes – acoustical ceiling at new wall location, remove carpet, vinyl base and counter top
- New metal stud framing (3 5/8" with 5/8 GWB on both side with sound batt) to deck above and fire caulk (1 hour wall assembly)
- Repair acoustical ceiling grid and tile on both sides at new wall
- Paint all walls in CT scan room and the new wall in the file room (corner to corner) owner to provide paint color
- New VCT flooring in CT Scan room and new vinyl base also vinyl base on new wall in file room.

We propose to furnish all necessary materials, equipment and labor in accordance with the above for the sum of **Eight Thousand Three Hundred Sixty and No/100 dollars ($8,360.00)**. Payments to be made on basis of ninety percent (90%) of monthly estimates or final payment made upon completion of work.

Thank you for this opportunity to offer our construction services. Any questions please call.

Respectfully yours,

Ricky White

Ricky White
Project Manager
GARANCO, Inc.
P. O. Box 100 ◦ 615 West Main Street ◦ Pilot Mountain, North Carolina 27041
Phone (336) 368-2788 Fax (336) 368-1001

iSchemaView RAPID™
iSchemaView, Inc.
405 El Camino Real, #601
Menlo Park, CA 94025
650-388-9767

Sales Manager:
RAPID.ai

Bonnie Deady
bonnie@rapid.a
Direct:202-603-3861

SALES QUOTE

QUOTATION #	iSV190801_Hugh Chatham Memorial Hospital_Perf.CTA
Date Issued	July 16, 2019
Last Date Valid	August 30, 2019

iSV Quote Template Version Date: 20190716

CUSTOMER

Name:	**Hugh Chatham Memorial Hospital**	**Contact Name:**	Missy Church
Address:	180 Parkwood Drive, Elkin, NC 28621	**Contact Title:**	HCMH Director of Imaging Services
		Contact Tel:	336-527-7398
Parent Organization:		**Contact E-mail:**	mchurch@hughchatham.org

Software & Services	Quantity	Unit Price	Annual Fee	One-Time Fee
RAPID™ Software, Perfusion Module (CTP and/or MR/MRP) + CTA Module: Unlimited # of connected scanners/facility, unlimited # of cases	1	$47,500	$47,500	
RAPID™ Implementation, Optimization & Training (I/O/T)	1	$15,000		$15,000
RAPID™ Mobile App	1	$5,000	Included	
Sub-Totals			$47,500	$15,000
Initial Term Fees Total	**$62,500**			
Recurring Annual Licensing Fees Total	**$47,500**			

NOTES	*Only campus(es) listed are supported for this quote: Hugh Chatham Memorial Hospital*
NOTES	*Term is three (3) years with auto renewal.*
NOTES	*All installation and training services are provided remotely.*

BILLING & PAYMENT	Initial Term Fees Due:	At implementation
	Payment Terms:	Net/30
	Renewal Term Subscription Fees:	Due prior to start of Renewal Term

LEGAL This Quote, once signed below by the Customer identified above and by iSchemaView, Inc., shall form part of the RAPID™ Subscription Agreement.

Hugh Chatham Memorial Hospital		**iSchemaView, Inc.**	
Name		Name	Cynthia Yang
Title		Title	VP of Sales - North America
Signature		Signature	
Date		Date	

EQUIPMENT COMPARISON

	EXISTING EQUIPMENT	REPLACEMENT EQUIPMENT
Type of Equipment (List Each Component)	16 Slice CT Scanner	128 Slice CT Scanner
Manufacturer of Equipment	Siemens	Siemens
Tesla Rating for MRIs	n/a	n/a
Model Number	7393569K1616	TBD
Serial Number	2119	TBD
Provider's Method of Identifying Equipment	Serial Number	Serial Number
Specify if Mobile or Fixed	Fixed	Fixed
Mobile Trailer Serial Number/VIN #	n/a	n/a
Mobile Tractor Serial Number/VIN #	n/a	n/a
Date of Acquisition of Each Component	2004	TBD
Does Provider Hold Title to Equipment or Have a Capital Lease?	Title	Title upon acquisition
Specify if Equipment Was/Is New or Used When Acquired	New	Used
Total Capital Cost of Project (Including Construction, etc.) <Use Attached Form>	NA	$1,107,797.62
Total Cost of Equipment	$279,000.00	$697,029.00
Fair Market Value of Equipment	$6,350.00	$697,029.00
Net Purchase Price of Equipment	NA	$697,029.00
Locations Where Operated	HCMH	HCMH
Number Days In Use/To be Used in N.C. Per Year	365	365
Percent of Change in Patient Charges (by Procedure)	None	None
Percent of Change in Per Procedure Operating Expenses (by Procedure)	None	None
Type of Procedures Currently Performed on Existing Equipment	Computed Tomography	n/a
Type of Procedures New Equipment is Capable of Performing	NA	Computed Tomography