



NC DEPARTMENT OF
**HEALTH AND
HUMAN SERVICES**

ROY COOPER • Governor

KODY H. KINSLEY • Secretary

MARK PAYNE • Director, Division of Health Service Regulation

VIA EMAIL ONLY

March 4, 2022

Robbie Roberts, Manager, Market Planning
Roberts@wakemed.org

No Review

Record #: 3836
Date of Request: February 24, 2022
Facility Name: WakeMed
FID #: 943528
Business Name: WakeMed
Business #: 2018
Project Description: Acquisition of a Siemens ARTIS pheno Surgery Pro imaging system to develop a hybrid operating room with no change in the total number of operating rooms
County: Wake

Dear Mr. Roberts:

The Healthcare Planning and Certificate of Need Section, Division of Health Service Regulation (Agency) received your correspondence regarding the project described above. Based on the CON law **in effect on the date of this response to your request**, the project as described is not governed by, and therefore, does not currently require a certificate of need. If the CON law is subsequently amended such that the above referenced proposal would require a certificate of need, this determination does not authorize you to proceed to develop the above referenced proposal when the new law becomes effective.

This determination is binding only for the facts represented in your correspondence. If changes are made in the project or in the facts provided in the correspondence referenced above, a new determination as to whether a certificate of need is required would need to be made by this office.

Please do not hesitate to contact this office if you have any questions.

Sincerely,

Michael J. McKillip, Project Analyst

Micheala Mitchell, Chief

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

**NC DEPARTMENT OF HEALTH AND HUMAN SERVICES • DIVISION OF HEALTH SERVICE REGULATION
HEALTHCARE PLANNING AND CERTIFICATE OF NEED SECTION**

LOCATION: 809 Ruggles Drive, Edgerton Building, Raleigh, NC 27603
MAILING ADDRESS: 809 Ruggles Drive, 2704 Mail Service Center, Raleigh, NC 27699-2704
<https://info.ncdhhs.gov/dhsr/> • TEL: 919-855-3873

AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER

February 24, 2022

Via Electronic Mail

Mr. Michael McKillip, Project Analyst
Healthcare Planning and Certificate of Need Section
Division of Health Service Regulation
2704 Mail Service Center
Raleigh, NC 27699-2704

Re: Request for No Review to Acquire Hybrid OR Imaging Equipment at WakeMed Raleigh Campus/FID# 943528/Wake County

Dear Mr. McKillip:

This letter is to inform the Healthcare Planning and Certificate of Need Section of WakeMed's intent to acquire a Siemens ARTIS pheno imaging system, to be utilized within the existing surgical suite at WakeMed Raleigh Campus located at 3000 New Bern Avenue, Raleigh, NC 27610. This equipment will allow the space to function as a hybrid operating room in order to better enable surgeons to perform complex cardiovascular and endovascular cases, including TAVR (transcatheter aortic valve replacement) and FEVAR (fenestrated endovascular repair), as well as structural heart procedures such as heart valve corrections and septal defect closures. By acquiring this equipment, WakeMed will continue to provide quality of care and technology that meet the needs of its patients. WakeMed will install this new equipment in Operating Room 23. Please see Attachment 1 for line drawings showing the proposed location¹.

The proposed equipment does not constitute "major medical equipment" as defined by N.C.G.S. 131E-176(14o), which states:

Major medical equipment. – A single unit or single system of components with related functions which is used to provide medical and other health services and which costs more than two million dollars (\$2,000,000). In determining whether the major medical equipment costs more than two million dollars (\$2,000,000), the costs of the equipment, studies, surveys, designs, plans, working drawings, specifications, construction, installation, and other activities essential to acquiring and making operational the major medical equipment shall be included. The capital expenditure for the equipment shall be deemed to be the fair market value of the equipment or the cost of the equipment, whichever is greater. Major medical equipment does not include replacement equipment. Beginning September 30, 2022, and on September 30 each year thereafter, the cost threshold amount in this

¹ Consistent with a separate written notice submitted to the CON Section, WakeMed proposes to construct Operating Room 23 as a replacement for the existing Operating Room 17. Upon completion of that project, Operating Room 17 will be decommissioned. There will be no increase in the number of licensed operating rooms at WakeMed Raleigh Campus.

subdivision shall be adjusted using the Medical Care Index component of the Consumer Price Index published by the U.S. Department of Labor for the 12-month period preceding the previous September 1.

Total cost of the new equipment is \$1,620,442. Please see Attachment 2 for the vendor quote. Because the total cost of the equipment does not exceed the statutory threshold for major medical equipment and the equipment is not otherwise regulated under the CON Act, this acquisition is exempt from certificate of need review.

WakeMed is requesting that the Healthcare Planning and Certificate of Need Section confirm that the proposed acquisition is exempt from CON review and that WakeMed may proceed with this equipment purchase without first obtaining a CON.

Thank you for your attention to this matter. If you have questions or require additional information, please contact me at 919-350-8023, or at rroberts@wakemed.org.

Sincerely,

A handwritten signature in black ink, appearing to read "Robbie Roberts". The signature is fluid and cursive, with the first and last names being the most prominent parts.

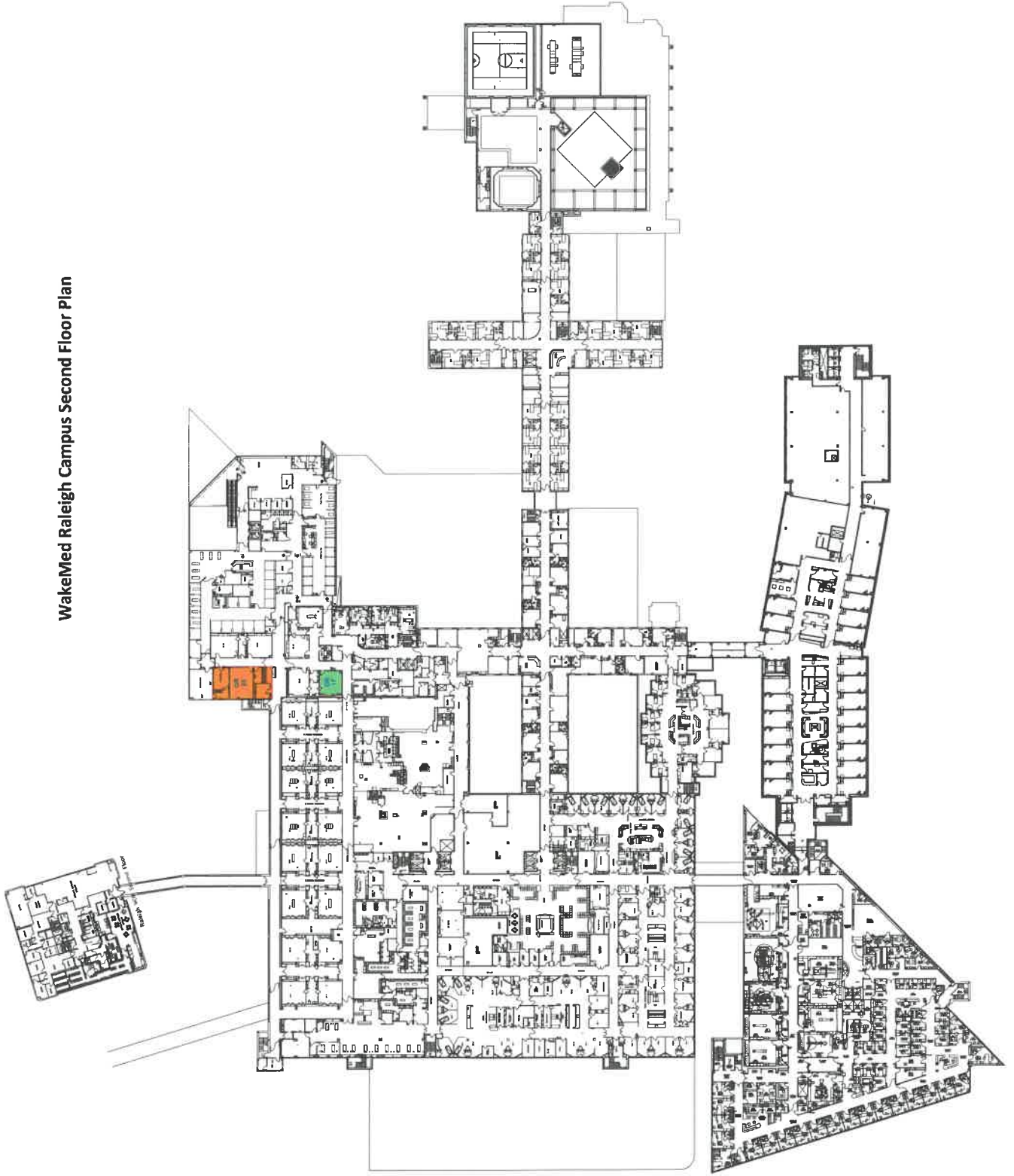
Robbie Roberts
Manager, Market Planning

Attachments

ATTACHMENT 1

Line Drawings

WakeMed Raleigh Campus Second Floor Plan



WakeMed Raleigh Campus Operating Room Renovation Detail



ATTACHMENT 2
Equipment Quote from Vendor

Siemens Medical Solutions USA, Inc.
40 Liberty Boulevard, Malvern, PA 19355

SIEMENS REPRESENTATIVE
Stephen Argo - +1 (336) 210-6178
craig.argo@siemens-healthineers.com

Customer Number: 0000011224

Date: 01/19/2022

WAKEMED HEALTH AND HOSPITALS
3000 NEW BERN AVE
RALEIGH, NC 27610

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
ARTIS pheno VE2x Surgery Pro (Quote Nr. CPQ-285890 Rev. 0)	3
OPTIONS for ARTIS pheno VE2x Surgery Pro (Quote Nr. CPQ-285890 Rev. 0).....	11
General Terms and Conditions	14

Contract Total: \$ 1,620,442
(total does not include any Optional or Alternate components which may be selected)

Proposal valid until 04/19/2022

Estimated Delivery Date: TBD

Delivery dates and other contractual obligations of Seller may change due to the effects of the Covid-19 epidemic or other epidemic, including delays and disruptions in the supply chain, manufacturing, or execution as well orders by authorities and prioritization of (new and existing) orders of customers which are essential for the public healthcare. The magnitude of such changes cannot be predicted and might be substantial because it depends on the development of the Covid-19 epidemic or other epidemic.

Quotation is contingent on State CON approval. Should CON be denied, Customer may cancel without charge.

The Products described in this Quotation are governed by the terms and conditions of the VPFA effective September 23, 2020 between Siemens Medical Solutions USA, Inc. and WakeMed.

Included in this Quotation is \$50,000 to be held by Siemens Healthineers on account for the Customer ("Innovation Fund"). The Innovation Fund may only be used to purchase commercially available Siemens Healthineers products. This amount will not yield interest or other benefit to Customer. Any unused funds remaining will be refunded to the Customer as of the earlier of 24 months from the date of installation of the Products included in this Quotation or Siemens Healthineers' receipt of Customer's written request for return of the balance of the Innovation Fund.

This System quote CPQ-285890 must be purchased with Education quote CPQ-426440.



Siemens Medical Solutions USA, Inc.
40 Liberty Boulevard, Malvern, PA 19355

SIEMENS REPRESENTATIVE
Stephen Argo - +1 (336) 210-6178
craig.argo@siemens-healthineers.com

Accepted and Agreed to by:

Siemens Medical Solutions USA Inc.

WAKEMED HEALTH AND HOSPITALS

By (sign): _____

By (sign): _____

Name: Stephen Argo

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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

By (Sign): _____

Siemens Medical Solutions USA, Inc.
40 Liberty Boulevard, Malvern, PA 19355

SIEMENS REPRESENTATIVE
Stephen Argo - +1 (336) 210-6178
craig.argo@siemens-healthineers.com

Quote Nr: CPQ-285890 Rev. 0

Terms of Payment: 00% Down, 80% Delivery, 20% Installation
Free On Board: Destination

Purchasing Agreement: VIZIENT SUPPLY LLC

VIZIENT SUPPLY LLC terms and conditions apply to Quote Nr CPQ-285890

Customer certifies, and Siemens relies upon such certification, that : (a) VIZIENT ANGIO-CARDIO - XR0313 is the sole GPO for the purchases described in this Quotation, and (b) the person signing this Quotation is fully authorized under the Customer's policies to choose and indicate for Customer such appropriate GPO.

ARTIS pheno VE2x Surgery Pro

All items listed below are included for this system:

Qty	Part No.	Item Description	Extended Price
1	14465090	<p>ARTIS pheno Surgery Pro</p> <p>Engineered to be truly patient-oriented, ARTIS pheno® is a unique floor mounted robotic C-arm system for individualized preprocedural planning, intraoperative guidance, and immediate checkup – regardless of patient condition or procedure complexity.</p> <p>The unique robotic design allows the positioning of the C-arm in virtually any patient position thanks to the flexible isocenter.</p> <p>The wide-space C-arm's usable clearance of 95.5 cm (37.5") grants more freedom during preparation and the procedure itself.</p> <p>Faster 3D imaging for patients with impaired kidney function.</p> <p>Case Flows offer faster workflows through procedural intelligence. For each procedure step a 1-click user interaction selects optimized global system settings, C-arm angulations, collimation, display layout an imaging preference.</p> <p>Simplified operation of ARTIS pheno with Touch2Move technology - functions that can be selected and invoked in a single step.</p> <p>CleanSurface: ARTIS pheno is sporting smooth surfaces; the seamless sealed covers protect against spills and simplify cleaning. CleanGuide, a comprehensive cleaning concept for ARTIS pheno.</p> <p>The CARE+OPTIQ package offers constant image quality at the lowest possible dose.</p> <p>The Pro system platform allows access to the unique features syngo DynaCT Large Volume/360 and syngo DynaCT Multiphase.</p> <p>It already contains the following functionalities: Live 2k Imaging, Fluoro Loop and Memory expansion (400k).</p> <p>Disclaimer: The products/features (here mentioned) are not commercially available in all countries. Due to regulatory reasons their future availability cannot be guaranteed. Please contact your local Siemens organization for further details.</p>	\$ 662,784
1	14455542	Laser crosshairs	\$ 4,101

		Laser cross for zen40HDR and as40HDR detector, integrated into the detector housing for simplified patient positioning and for syngo Needle Guidance marking preplanned puncture point and angle.	
1	14465043	<p>Imaging System</p> <p>Image system computer for control of system operation and image acquisition. Dual architecture</p> <p>In order to provide highest level system availability, the imaging system consists of two independent computer systems that manage central tasks such as real-time image processing during fluoroscopy or acquisition as well as post-processing and networking functionality separately from one another. This ensures the best possible system performance and availability.</p> <p>Image storage capacity 100,000 images in 1k matrix with a size of 2 MB 25,000 images in 2k matrix with a size of 8MB</p>	\$ 63,065
1	14432948	<p>Automap</p> <p>Automatic stand positioning depending on the selected reference image and automatic reference image selection depending on the stand positioning.</p>	\$ 1,297
1	14465091	<p>OPTIQ with as40HDR GIGALIX</p> <p>OPTIQ image chain with the following tube, collimator and flat detector configuration: as40HDR detector and GIGALIX tube</p> <p>The as40HDR flat detector is optimized for the requirements of radiology and surgery.</p> <p>The GIGALIX X-ray tube concentrates high pulse power on small, square-shaped focal spots (flat emitter technology for all focal spots). This provides unprecedented image quality for confidence in challenging situations.</p>	\$ 195,204
1	14465015	<p>Multimodality Viewing</p> <p>Supports the connection of external video sources such as Sensis/recording systems, PACS, HIS/RIS, Ultrasound, ECG, IVUS, OCT, external video, endoscope, mapping systems, and their visualization on the examroom display. Adapted to the local needs and depending on the availability of the cockpit option up to 24 external sources can be connected.</p>	\$ 55,802
1	14455574	<p>Large Display (3rd party)</p> <p>Preparation for a large color flat screen display installed on a third-party display holder for the examination room.</p> <p>Note: For safety reasons, third-party display holders in combination with Large Display must meet the following criteria:</p> <p>To prevent injuring the patient when positioning the display holder above the table, it has to be possible to manually move the third-party display holder vertically with a force of up to 85 N.</p> <p>In the event that the angiography system comes into contact with the third-party display holder, it must be possible to push away the holder in a horizontal direction with a force less than 50 N. Otherwise, there is a risk of crush injury to persons or material damage.</p> <p>Please note that components supplied by Siemens (displays, cables) can be installed on an existing third-party display holder only by the manufacturer of that holder.</p>	\$ 48,786
1	14443011	<p>A connection kit for the large display is included.</p> <p>Large Display diagn. Protection</p> <p>The high quality laminated glass protective screen protects the panel of the monitor against mechanical damage and fluid ingress on the front. It is suited for clinical image evaluation.</p>	\$ 4,750

Features:

The laminated glass enforces high mechanical strength and resistivity against mechanical impact, the special coating reduces reflections for a continuous image quality, excellent spectral transmission of at least 98%, can be added to existing Artis Large Display installations.
Weight: approx. 12kg (55") up to 16kg (60")

Note: Observe the maximum permissible load of the display suspension, a combination with other options mounted to the display suspension might be restricted.

1 14455574

Large Display (3rd party)

\$ 48,786

Preparation for a large color flat screen display installed on a third-party display holder for the examination room.

Note:

For safety reasons, third-party display holders in combination with Large Display must meet the following criteria:

To prevent injuring the patient when positioning the display holder above the table, it has to be possible to manually move the third-party display holder vertically with a force of up to 85 N.

In the event that the angiography system comes into contact with the third-party display holder, it must be possible to push away the holder in a horizontal direction with a force less than 50 N. Otherwise, there is a risk of crush injury to persons or material damage.

Please note that components supplied by Siemens (displays, cables) can be installed on an existing third-party display holder only by the manufacturer of that holder.

A connection kit for the large display is included.

1 14443011

Large Display diagn. Protection

\$ 4,750

The high quality laminated glass protective screen protects the panel of the monitor against mechanical damage and fluid ingress on the front. It is suited for clinical image evaluation.

Features:

The laminated glass enforces high mechanical strength and resistivity against mechanical impact, the special coating reduces reflections for a continuous image quality, excellent spectral transmission of at least 98%, can be added to existing Artis Large Display installations.
Weight: approx. 12kg (55") up to 16kg (60")

Note: Observe the maximum permissible load of the display suspension, a combination with other options mounted to the display suspension might be restricted.

1 14465030

Large control room display

\$ 12,081

Large control room display
Panel 31.5"
Resolution 3840 x 2160
Pixel size 0.181 x 0.181 mm
Typical contrast max. 1000 : 1
Max. luminance 700 cd/m2
Calibrated luminance 400 cd/m2
Display area (diagonal) 800 mm
Dimensions without stand (W x H x D) 761 x 471 x 90 mm

1 14465045

ARTIS multi-tilt table

\$ 126,979

ARTIS multi-tilt table ensures optimal patient positioning regardless of the procedure and patient size. With an unprecedented level of material integrity, it is suitable for

even the heaviest of patients.
 - Maximum table load: 440 kg (970 lbs) consisting of 280 kg (617 lbs) for the patient, 100 kg (220 lbs) for accessories, plus 60 kg (132 lbs) for CPR
 - Allows tilting in +15°/-20° and a +/-15° cradle
 - The easy-float tabletop permits hassle-free positioning of the tabletop regardless of patient weight, mounted lower-body radiation protection and tableside modules
 - Small table base allows upright and comfortable standing, close to the patient.
 - The Siemens unique IsoTilt functionality keeps the C-arm projection during Trendelenburg tilting.
 - Ball bearing mounted slidable accessory rails on both sides for easy positioning of control modules and accessories.

Note:

It is mandatory to provide UPS back up with this table option in order to comply with IEC 60601-2-43 CL. 201.15.101. Reason: In the event of power failure a neutral table position suitable for CPR must be reachable within 15 seconds. A suitable UPS from Siemens as required must be included in your order unless an existing / planned UPS provision for your installation site will satisfy the requirement.

1 14455543 **Tabletop - wide** \$ 6,732

Patient positioning tabletop made of carbon fiber in wide, straight design for universal use. The tabletop is straight all the way to the head area.
 Maximum patient weight: 280 kg / 617.3 lb
 Weight: 12.7 kg / 28.0 lb
 Length: 2287 ± 1 mm / 90.1" ± 0.04"
 Width: 525 ± 0.5 mm / 20.7" ± 0.02"

Intended only for use with ARTIS tables.

1 14455548 **Mattress - thick** \$ 1,785

Matching, special-foam mattress, 7 cm, incl. a latex-free cover.
 This visco-elastic comfort mattress reacts to temperature and has the special property of adapting to the individual body shape under the influence of body weight and heat.
 Mattress thickness: 70 ± 5 mm / 2.8" ± 0.2"

1 14465054 **Oper. contr. ARTIS table** \$ 13,273

For an ideal workflow, full system operation can be performed directly at the table side.
 This includes complete system operation through modular control elements for controlling C-arm movements, patient table, and collimator.
 The illuminated controls and touch display are easy to use – even when covered with drapes for sterile operation.

Pilot module

The pilot module provides comfortable and ergonomic operation of the system. It allows the control of system and table movements, imaging parameters, the selection of examination protocols, image acquisition and evaluation and many other functions. The touch screen can be configured to meet individual clinical requirements.
 The Touch2Move technology allows intuitive activation of system movements.

Table control module (with ARTIS multi-tilt table)

The table operating module with panning knob for servo-assisted table movement enables virtually force-free movement of the patient regardless of table load and table inclination.

Table control module (with ARTIS standard table)

Table control module with panning knob for free-floating tabletop movement.

Collimator control module

The Collimator control module for controlling of all collimator functions, such as rectangular blade or wedge-shaped filters.

Hand switch

Multi-functional hand switch for acquisition control, switching acquisition frame rates and/or step movements. (This switch might not be available in all countries.)

1	14465070	<p>1st 4 pedal wireless footswitch Wireless 4-pedal footswitch for release of fluoroscopy, acquisition, and tabletop brake (with ARTIS table), as well as configurable control function.</p>	\$ 4,064
1	14465048	<p>2nd 4 pedal cable footswitch Additional wired 4-pedal footswitch for release of fluoroscopy, acquisition and tabletop brake (with ARTIS table), as well as configurable control function.</p>	\$ 1,308
1	14465124	<p>Operation in the control room Preparation for system operation from control room.</p>	\$ 3,435
1	14465095	<p>Op. ctrl. - handswitch (C-Room) Additional handswitch for radiation release and additional control functions.</p>	\$ 644
1	14455566	<p>Injector connection (C-Room) Interface in the control room for controlling the contrast medium injector. Injectors can be offered by Siemens Healthcare Accessory Solutions.</p>	\$ 2,839
1	14440419	<p>Cable clips ECG Cable clips for securing the ECG cable to the patient tabletop. It includes 10 cable clips.</p> <p>Intended only for use with Artis / ARTIS tables</p>	\$ 35
1	14465062	<p>Infusion bottle holder This infusion bottle holder can be mounted at the accessory rail of the patient table. It holds up to 4 infusion bottles. It includes an infusion bottle holder made of stainless steel with 4 retaining rings.</p> <p>Intended only for use with Artis/ARTIS tables.</p>	\$ 292
1	14440447	<p>Acc. rail module, wide tabletop This is an attachable module with accessory rails for placing the control modules near the patient's abdomen. It includes a carbon fiber module with accessory rails (45 cm / 17.7") attached to the right and left slides over the outer edges of the patient positioning tabletop.</p> <p>Length: 48 cm (18.9 ") Width (without accessory rails): 55 cm / 21.65" Width (with accessory rails): 61,8 cm / 24.33" Weight: 5.9 kg (13 lb) Maximum weight: 40 kg (88.19 lb).</p> <p>Intended only for use with Artis/ ARTIS wide tabletop.</p>	\$ 2,550
1	14440452	<p>Catheter bracket This item can be positioned at the foot end of the patient table. It is made of stainless steel and attached at the accessory rail at the foot end. It includes a table extension.</p> <p>Intended only for use with Artis / ARTIS tables.</p>	\$ 885
1	14440459	<p>Arm rest Arm support used for the arm approach. Length: 1 m (39.4"). Slides underneath the patient mattress and is held in position by the patient's weight. Made of radiolucent carbon fiber material which is easy to clean. It includes two additional support pads of two different heights (4 and 7 cm). Length pad: 60 cm / 23.62" Width: 9 to 20 cm / 3.54" to 7.87" Maximum weight: 5 kg (11.02 lb) Weight (with pads): 2.1 kg / 4.63 lb</p> <p>Intended only for use with Artis / ARTIS tables.</p>	\$ 1,151
1	14440460	<p>Arm holder (pair)</p> <p>Intended only for use with Artis / ARTIS tables.</p>	\$ 423

The patient's arms can be comfortably placed along the body using these two arm holders. They slide underneath the patient mattress and is held in position by the patient's weight.

It includes two pairs of arm holders of different length (540 mm / 690 mm - 21.2" / 27.2") and height (85 mm / 115 mm - 3.35" / 4.53"), suitable both for thick and thin patient mattresses.

Intended only for use with Artis / ARTIS tables.

2 14465056 **Abdomen radiation prot. IR** \$ 10,240

This radiation shield protects the user from scattered radiation when standing at the table side. It can be attached to the accessory rails either on the right or on the left side of the patient positioning table.

It provides the user an additional accessory rail.

It includes a basic unit

(89 cm x 75 cm / 35" x 29.5" (l x h);

one lower body radiation protection pivot swivel element

(48 cm x 75 cm / 18.9" x 30.3" (l x h);

one flip down element 57 cm x 33cm / 22.4" x 12.99" (l x h), and two clip-on units

(27 cm x 33 cm / 10.6" x 12.99", and 27 cm x 25 cm / 10.6" x 9.8")

with a lead of 0.5 mm / 0.02" Pb.

The maximum load of the accessory rails is 20 kg (44.1 lb).

Intended only for use with ARTIS tables. It provides a distance of 7cm to prevent the collision with the table base in case of maximum penning.

1 14432926 **Card acq. mode w/high speed** \$ 13,541

Card Highspeed enables image acquisition with up to 30 frames per second and helps visualizing a moving heart.

1 14465096 **QVA Vascular analysis** \$ 5,050

Vessel analysis with determination of degree of stenosis, distance measurement and calibration.

1 14465016 **Cockpit Option** \$ 32,646

Up to eight different external image sources can be displayed on the control- and examroom displays and controlled via a common keyboard and mouse in the control room.

1 14455607 **syngo iFlow** \$ 4,178

syngo iFlow allows the visualization and analysis of the flow and perfusion in the examined organs. This information is based on the time-to-peak calculations from a routine DSA acquisition. The calculations can be shown as a color-map of the whole organ. It is also possible to analyze the flow and perfusion of regions of interest (ROIs) defined by the user and this information can be displayed with graphics, which might further help in understanding the flow dynamics of these ROIs.

1 14465077 **syngo EVAR Guidance Engine** \$ 105,056

Application software for reconstruction, post-processing and handling of 3D information including applications for endovascular treatment of aortic aneurysms.

The package includes the following functionalities:

- 3D high-contrast and CT-like soft-tissue imaging (syngo DynaCT)

- 3D Wizard for expert step-by-step guidance in 3D acquisition

- 3D roadmap for dynamic overlay of planning data and 3D volumes on live fluoroscopy

- Fusion functionality for integration of pre-interventional 3D datasets also from other modalities into the Angio-room (syngo 3D/3D Fusion and syngo 2D/3D Fusion)

- Marking of points or lines on the 3D geometry or MPRs and overlay of these markings on live fluoroscopy

Siemens Medical Solutions USA, Inc.
40 Liberty Boulevard, Malvern, PA 19355

SIEMENS REPRESENTATIVE
Stephen Argo - +1 (336) 210-6178
craig.argo@siemens-healthineers.com

- In-room control for table-side operation of advanced applications
- Parallel patient processing capabilities,

syngo EVAR Guidance – a dedicated and optimized workflow facilitating the use of 3D image guidance during EVAR procedures.

1	14465125	<p>Upgrade DynaCT Cardiac Upgrade of a system with enhancement of the DynaCT functionality to DynaCT Cardiac. syngo DynaCT Cardiac uses the proven syngo DynaCT 3D reconstruction algorithms for 3D visualization of ventricles and vessels of the heart from projection images of a rotational angiography from an ARTIS system.</p>	\$ 1,514
1	14434323	<p>syngo Dyna3D HighSpeed syngo Dyna3D HighSpeed enables acquisitions to be generated down to less than 3 seconds. As a result unintended patient motion and moving organs such as the lungs can be displayed with a lot fewer artifacts.</p>	\$ 0
1	14434325	<p>syngo Aortic ValveGuide syngo Aortic ValveGuide is an application that supports TAVI procedures.</p>	\$ 12,825
1	14465132	<p>Third Party Broker Interface to relevant 3rd party applications. Easy and simplified integration of 3rd party systems via safe and open standard protocols.</p>	\$ 6,956
1	14465137	<p>Mentice Interface Th Mentice simulator is a non-medical device.</p>	\$ 1,393
1	14465093	<p>Op. ctrl. - syst. mod. (C-Room) Additional collimator and pilot control module for system movements, imaging parameters as well as review and many other functions.</p>	\$ 3,787
1	14465094	<p>Op. ctrl. - table mod. (C-Room) Additional table control module</p> <p>For ARTIS standard table: Table control module with panning knob For ARTIS multi-tilt table and Surgery table: Table control module with Joystick</p>	\$ 1,122
1	14465055	<p>Cable footswitch (C-Room) Wired footswitch for control-room.</p>	\$ 2,057
1	14440411	<p>Intercom - Comfort Intercom system for communication between examination room and control room. It includes - a microphone with a control box for the control room - a microphone with an adaptive acoustic filter for background noise suppression for the examination room - a footswitch for conversation selection for the examination room</p>	\$ 905
1	14446029	<p>syngo NeedleGuidance A software module for planning and control of needle procedures.</p> <p>The application enables the planning of one or multiple needle paths based on intraoperative syngo DynaCT images, or a preoperative 3D volume of a CT, PET/CT or MR system, in combination with Fusion functionality. Optimal progression views for easy control during needle insertion are calculated and suggested by the system and the planned needle path is overlaid on the live 2D image for easy guidance. Interventions such as vertebroplasties, kyphoplasties, pedicle screwing, biopsies, drainages and ablations can be performed on the angiography system with greater confidence.</p>	\$ 12,574
1	14465097	<p>LV Analysis Analysis of the left ventricular function of the heart.</p>	\$ 8,097
1	AXA_RIG_PHE NO	<p>Standard Rigging pheno</p>	\$ 20,200

Siemens Medical Solutions USA, Inc.
40 Liberty Boulevard, Malvern, PA 19355

SIEMENS REPRESENTATIVE
Stephen Argo - +1 (336) 210-6178
craig.argo@siemens-healthineers.com

1	NEMPEA0221	<p>PRESS DUO elite AG pedestal 230V Nemoto's PRESS DUO elite is intended to be used for injecting contrast media and common flushing solution into the vascular system for angiographic procedures.</p> <p>This PRESS DUO elite model consists of the following components: Powerhead Powerhead pedestal Powerhead cable X-Ray interface cable Main unit (interface) Console Handswitch Console cable</p> <p>This model is the 230 volt version.</p> <p>The package includes installation (continental US), training and a two year warranty through Nemoto</p>	\$ 35,500
1	NEMOTO_YR2_WARR	<p>Nemoto Injector - 2nd year of warranty</p>	\$ 0
2	AX_INNO_ASSUR	<p>AX Innovation Assurance Fund</p>	\$ 50,000
1	AXA_ADDL_RIGGING	<p>Additional Rigging AXA \$25,000</p>	\$ 25,000
System Total			\$ 1,620,442

Siemens Medical Solutions USA, Inc.
40 Liberty Boulevard, Malvern, PA 19355

SIEMENS REPRESENTATIVE
Stephen Argo - +1 (336) 210-6178
craig.argo@siemens-healthineers.com

OPTIONS on Quote Nr : CPQ-285890 Rev. 0

OPTIONS for ARTIS pheno VE2x Surgery Pro

All items listed below are **OPTIONS** and will be included on this system **ONLY** if initialed: (See Detailed Technical Specifications at end of Proposal.)

Qty	Part No.	Item Description	Extended Price	Initial to Accept
1	E93PM150UAX	<p>Eaton 93PM-150 kW UPS Complete system backup without interruption. One UPS per lab.</p> <p>Includes the following:</p> <p>Eaton 93PM UPS Electronics Cabinet w/integrated maintenance bypass sidecar Eaton 93PM Single Battery Cabinet System (Full load back-up time @ 150kW of 7.1 minutes.) Eaton 93PM Remote Monitoring Panel Network Card Eaton 24x7 start-up One year (24x7) warranty through Eaton Corp.</p> <p>Not approved for sites that require OSHPD.</p> <p>Shipment is to customer's dock. Customer is responsible for logistics from the dock to inside location.</p>	+ \$ 56,909	X _____
1	14434157	<p>Moveable upper body rad. protection This radiation shield protects the user from scattered radiation. It includes a ceiling rail (4 m / 157.5"), a ceiling mounted and movable stand (80 cm or 57 cm / 31.5" or 22.4"), a support arm (94 cm x 91 cm / 37" x 35.8") and an acrylic glass. The shield is made of acrylic glass with lead equivalent of 0.5 mm (w x h: 61 cm x 76 cm / 24" x 29.9"), which can pivot and rotate around a fixed point with a range of 360 degrees. The operation range is limited when used with Artis floor/biplane MN. Max. weight: 18 kg / 39.68 lb.</p>	+ \$ 8,272	X _____
1	14465082	<p>syngo DynaCT Multiphase With syngo DynaCT Multiphase it is for the first time possible to assess the collateral status with time resolved DynaCT, depicting 8 different time points within a period of 50 seconds. The seamless integration of collateral status imaging into the interventional suite leads to time savings (no transfer to CT) and sounder decisions.</p>	+ \$ 78,240	X _____
1	14465136	<p>Rapid Interface This interface provides the possibility to connect ARTIS to a RAPID server, which has to be purchased separately.</p> <p>With this combination it is possible to send reconstructed syngo DynaCT Multiphase volumes via DICOM transfer to a RAPID server (operated by iSchemaView Inc.). RAPID is not commercially available in all countries. Due to regulatory reasons the future availability cannot be guaranteed. Verification of mutual compatibility of medical devices combined in a system according to Article 12 of Directive 93/42/EEC on</p>	+ \$ 0	X _____

1	14455601	<p>Medical Devices is pending. The product is not commercially available in the European Union.</p> <p>syngo TrueFusion syngo TrueFusion efficiently integrates True Volume TEE guidance into structural heart disease procedures. Based on the co-registration of an Artis angiography and an ACUSON SC2000 PRIME ultrasound system syngo TrueFusion enables fusion of TEE landmarks and valve models with live fluoroscopy for target oriented device navigation. The relevant TEE structures for guidance can be marked directly on the US system through the Echo expert and sent for fusion. Additionally the co-registration information can be used to synchronize the image orientation of X-ray and echo images to facilitate communication and potentially save fluoro time and contrast dye.</p>	<p>+ \$ 18,000 X _____</p>
1	14443020	<p>Disclaimer for Application Software VD2: The products/features (here mentioned) are not commercially available in all countries. Due to regulatory reasons their future availability cannot be guaranteed. Please contact your local Siemens organization for further details.</p> <p>syngo CTO Guidance Expand your procedure mix by treating more CTO patients Treating Chronic Total Occlusions (CTOs) is one of the most challenging procedures in interventional cardiology. Incomplete crossing of the lesion is a high risk. syngo CTO Guidance enables better planning with automatic segmentation of coronaries coming from the CTA. This helps to get a better understanding of the lesion and planning the procedure. Further, it provides additional information during the procedure and guidance with color-coded COROwave to avoid foreshortening. This enables more physicians to treat complex CTO cases and helps to expand the hospital's procedure mix.</p>	<p>+ \$ 17,940 X _____</p>
1	14465134	<p>syngo CTO Guidance provides industry-leading support and guidance during CTO revascularization procedures.</p> <p>syngo Embolization Guidance syngo Embolization Guidance is an application for planning and performing embolizations.</p> <p>By manually marking a proximal start- and one or multiple distal target vessel point(s) in a syngo DynaCT, CTA or MRA dataset, the algorithm determines the course of the vessel (tree) that connects the start with the target point(s). Functionality for tumor segmentation with automatic tumor volume computation is available in addition. Segmented structures can be overlaid with live 2D imaging for guidance during the procedure.</p> <p>In combination with syngo DynaCT (≥200° acquisition) or CT dataset with intra-arterial injection, the easy one-click syngo Embolization Guidance application automatically detects and highlights tumor-feeding vessels for targeted embolization of the liver – supporting complete tumor embolization, which is important for an effective and safe treatment.</p>	<p>+ \$ 9,012 X _____</p>

Siemens Medical Solutions USA, Inc.
40 Liberty Boulevard, Malvern, PA 19355

SIEMENS REPRESENTATIVE
Stephen Argo - +1 (336) 210-6178
craig.argo@siemens-healthineers.com

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 communication channel "Let Us Know".

Siemens Medical Solutions USA, Inc. General Terms and Conditions

1. GENERAL

1.1 Contract Terms and Acceptance. These terms and conditions constitute an integral part of any contract between Seller and Purchaser identified on the first page hereof and shall govern the sale of the products identified in such contract ("Products"). Purchaser acknowledges that this is a commercial and not a consumer transaction. Purchaser shall be deemed to have assented to, and to have waived any objection to, this Agreement upon the earliest to occur of any of the following: Purchaser's completion or execution of this Agreement; Purchaser's acceptance of all or any part of the Products; Purchaser's issuance of a purchase order for any Products identified on Seller's quotation or proposal; or delivery of the Products to the common carrier for shipment pursuant hereto. **1.2 Refurbished/Used Products.** For Products identified on this Agreement as used or refurbished Products, these Products have been previously owned and used. When delivered to Purchaser, such Products will perform in accordance with the manufacturer's specifications. Since pre-owned Products may be offered simultaneously to several customers, the availability of such Products to Purchaser cannot be guaranteed. If the Products are no longer available, Seller will use its best efforts to identify other suitable products in its inventory. If substitute products are not acceptable to Purchaser, then Seller will cancel the order and refund to Purchaser any deposits previously paid. The warranty period for any used or refurbished Products will be separately stated on the quotation. **1.3 Third Party Products.** If this Agreement includes the sale of third party products not manufactured by Seller, then Purchaser agrees and acknowledges that (a) Purchaser has made the selection of these products on its own, (b) the products are being acquired by Seller solely at the request of and for the benefit and convenience of Purchaser, (c) no representation, warranty or guarantee has been made by Seller with respect to the products, (d) the obligation of Purchaser to pay Seller for the products is absolute and unconditional, (e) use of the products may be subject to Purchaser's agreement to comply with any software licensing terms imposed by the manufacturer; and (f) unless otherwise indicated by Seller in writing, Seller is not responsible for any required installation, validation,

product recall, warranty service, maintenance, complaint handling, or any other applicable FDA regulatory requirements, and the Purchaser will look solely to the manufacturer regarding these services and will assert no claim against Seller with respect to these products.

2. PRICES

2.1 Quotations. Unless otherwise agreed to in writing or set forth in the quotation, all prices quoted by Seller and amounts payable by Purchaser are in U.S. dollars, and include Seller's standard packaging. The prices quoted to Seller assume that the Seller is located in, and will use the Products in, the U.S. If not, such quotation will be void. Unless otherwise stated, the quotation shall only be valid for forty-five (45) days from the date of the quotation. **2.2 Delay in Acceptance of Delivery.** Should the agreed delivery date be postponed by Purchaser, Seller shall have the right to deliver the Products to storage at Purchaser's risk and expense, and payments due upon delivery shall become due when Seller is ready to deliver.

3. TAXES

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

4. TERMS OF PAYMENT; DEFAULT

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

obligation to complete installation until the payment due upon delivery is received. Partial shipments shall be billed as made, and payments for such shipments will be made in accordance with the foregoing payment terms. **4.2 Late Payment.** A service charge of 1½% per month, not to exceed the maximum rate allowed by law, shall be made on any portion of Purchaser's outstanding balance which is not paid when due. Payment of such service charge shall not excuse or cure Purchaser's breach or default for late payment. **4.3 Payment of Lesser Amount.** If Purchaser pays, or Seller otherwise receives, a lesser amount than the full amount provided for under this Agreement, such payment shall not constitute or be construed other than as on account of the earliest amount due Seller. No endorsement or statement on any check or payment or elsewhere shall constitute or be construed as an accord or satisfaction. **4.4 Where Payment Due Upon Installation or Completion.** Should any terms of payment provide for either full or partial payment upon completion of installation or thereafter, and completion of installation is delayed for any reason for which Seller is not responsible beyond the installation date set forth in the Notice to Manufacture Letter issued by Seller, as applicable, then the balance of payments shall be due on the day following such installation date. **4.5 Default; Termination.** Each of the following shall constitute an event of default under this Agreement: (i) a failure by Purchaser to make any payment when due; (ii) a failure by Purchaser to perform any other obligation under this Agreement within thirty (30) days of receipt of written notice from Seller; or (iii) the commencement of any insolvency, bankruptcy or similar proceedings by or against Purchaser. Upon the occurrence of any event of default, at Seller's election: (a) the entire amount of any indebtedness and obligation due Seller under this Agreement and interest thereon shall become immediately due and payable; (b) Seller may suspend the performance of any of Seller's obligations hereunder, including, but not limited to, obligations relating to delivery, installation and warranty services; (c) Purchaser shall put Seller in possession of the Products upon demand; (d) Seller may sell or otherwise dispose of all or any part of the Products and apply the proceeds thereof against any indebtedness or obligation of Purchaser under this Agreement; (e) if this Agreement or any indebtedness or obligation of Purchaser under this Agreement is referred to an attorney for collection or realization, Purchaser shall pay to Seller all costs of collection and realization (including, without limitation, a reasonable sum for

attorneys' fees); and Purchaser shall pay any deficiency remaining after collection of or realization by Seller on the Products. In addition, Seller may terminate this Agreement upon written notice to Purchaser in the event that Purchaser is not approved for credit or upon the occurrence of any material adverse change in the financial condition or business operations of Purchaser. **4.6 Financing.** Notwithstanding any arrangement that Purchaser may make for the financing of the purchase price of the Products, the parties agree that any such financing arrangement shall have no effect on the Purchaser's payment obligations under this Agreement, including but not limited to Sections 4.1 and 4.2 above.

5. EXPORT TERMS

5.1 Unless other arrangements have been made, payment on export orders shall be made by irrevocable confirmed letter of credit, payable in U.S. dollars against Seller's invoice and standard shipping documents. Such letter of credit shall be in an amount equal to the full purchase price of the Products and shall be established in a U.S. bank acceptable to Seller. Purchaser shall have sole responsibility to procure all necessary permits and licenses for shipment and compliance with any governmental regulations concerning control of final destination of Products. **5.2** Purchaser agrees that Products shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with applicable export Control and US Sanction laws and regulations. If Purchaser purchases a Product at the domestic price and exports such Product, or transfers such Product to a third party for export, outside of the U.S., Purchaser shall pay to Seller the difference between the domestic price and the international retail price of such Product. Purchaser shall deliver to Seller, upon Seller's request, written assurance regarding compliance with this Section in form and content acceptable to Seller.

6. DELIVERY, RISK OF LOSS

6.1 Delivery Date. Delivery and installation dates will be established by mutual agreement of the parties as set forth in the Notice to Manufacture Letter issued by the Seller, as applicable. Seller shall make reasonable efforts to meet such delivery date(s). **6.2 Risk of Loss; Title Transfer.** Unless otherwise agreed to in writing, the following shall apply: (a) For Products that do not require installation by Seller, and for options and add-

Siemens Medical Solutions USA, Inc.
40 Liberty Boulevard, Malvern, PA 19355

SIEMENS REPRESENTATIVE
Stephen Argo - +1 (336) 210-6178
craig.argo@siemens-healthineers.com

on products purchased subsequent to delivery and installation of Products purchased under this Agreement, delivery shall be complete upon transfer of possession to common carrier, F.O.B. Shipping Point, whereupon title to and all risk of loss, damage to or destruction of the Products shall pass to Purchaser. (b) For Products that require installation by Seller, delivery shall be complete upon delivery of the Products to Purchaser's designated site, F.O.B. Destination; whereupon title to and all risk of loss, damage to or destruction of such Products shall pass to Purchaser upon completion of delivery. (c) All freight charges and other transportation, packing and insurance costs, license fees, custom duties and other similar charges shall be the sole responsibility of Purchaser unless included in the purchase price or otherwise agreed to in writing by Seller. In the event of any loss or damage to any of the Products during shipment, Seller and Purchaser shall cooperate in making any insurance claim.

7. SECURITY INTEREST/FILING

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

8. CHANGES, CANCELLATION, AND RETURN

8.1 Orders accepted by Seller are not subject to change except upon Seller's written agreement. **8.2** Orders accepted by Seller are non-cancellable by Purchaser except upon Seller's written consent and payment by Purchaser of a cancellation charge equal to 10% of the price of the affected Products, plus any shipping, insurance, inspection and refurbishment charges; the cost of providing any training, education, site evaluation or other services completed by Seller; and any return, cancellation or restocking fees with respect to any Third Party Products ordered by Seller on behalf of Purchaser. Seller may retain any payments received from Purchaser up to the amount of the cancellation charge. In no event can an order be

cancelled by Purchaser or Products be returned to Seller after shipment. **8.3** Seller reserves the right to change the manufacture and/or design of its Products if, in the judgment of Seller, such change does not alter the general function of the Products.

9. FORCE MAJEURE

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

10. WARRANTY

10.1 Seller warrants that the Products manufactured by Seller and sold hereunder shall be free from defects in material or workmanship under normal use and service for the warranty period. The final assembled Products shall be new although they may include certain used, reworked or refurbished parts and components (e.g., circuit boards) that comply with performance and reliability specifications and controls. Seller's obligation under this warranty is limited, at Seller's option, to the repair or replacement of the Product or any part thereof. Unless otherwise set forth in the Product Warranty attached hereto and incorporated herein by reference ("Product Warranty"), the warranty period shall commence upon the earlier of the date that the Products have been installed in accordance with Section 12.5 hereof (which date shall be confirmed in writing by Seller) or first patient use, and shall continue for twelve (12) consecutive months. Seller makes no warranty for any Products made by persons other than Seller or its affiliates, and Purchaser's sole warranty therefor, if any, is the original manufacturer's warranty, which Seller agrees to pass on to Purchaser, as applicable. The warranty provided by Seller under this Section 10 extends only to the original Purchaser, unless the Purchaser obtains the Seller's prior written consent with respect to any sale or other transfer of the Products during the term of the warranty. **10.2** No warranty extended by Seller shall apply to any Products which have been damaged by fire, accident, misuse,

abuse, negligence, improper application or alteration or by a force majeure occurrence as described in Section 9 hereof or by the Purchaser's failure to operate the Products in accordance with the manufacturer's instructions or to maintain the recommended operating environment and line conditions; which are defective due to unauthorized attempts to repair, relocate, maintain, service, add to or modify the Products by the Purchaser or any third party or due to the attachment and/or use of non-Seller supplied parts, equipment or software without Seller's prior written approval; which failed due to causes from within non-Seller supplied equipment, parts or software including, but not limited to, problems with the Purchaser's network; or which have been damaged from the use of operating supplies or consumable parts not approved by Seller. In addition, there is no warranty coverage for any transducer or probe failure due to events such as cracking from high impact drops, cable rupture from rolling equipment over the cable, delamination from cleaning with inappropriate solutions, or TEE bite marks. Seller may effectuate any repairs at Purchaser's facility, and Purchaser shall furnish Seller safe and sufficient access for such repair. Repair or replacement may be with parts or products that are new, used or refurbished. Repairs or replacements shall not interrupt, extend or prolong the term of the warranty. Purchaser shall, upon Seller's request, return the non-complying Product or part to Seller with all transportation charges prepaid, but shall not return any Product or part to Seller without Seller's prior written authorization. Purchaser shall pay Seller its normal charges for service and parts for any inspection, repair or replacement that falls outside of Seller's warranty. Seller's warranty does not apply to consumable materials, disposables, supplies, accessories and collateral equipment, except as specifically stated in writing or as otherwise set forth in the Product Warranty. **10.3** This warranty is made on condition that immediate written notice of any noncompliance be given to Seller and Seller's inspection reveals that Purchaser's claim is covered under the terms of the warranty (i.e., that the noncompliance is due to traceable defects in original materials and/or workmanship). **10.4** Purchaser shall provide Seller with both on-site and remote access to the Products. The remote access shall be provided through the Purchaser's network as is reasonably necessary for Seller to provide warranty services under this Agreement. Remote access will be established through a broadband internet-based connection to either a

Purchaser owned or Seller provided secure end-point. The method of connection will be a Peer-to-Peer VPN IPsec tunnel (non-client based) with specific inbound and outbound port requirements. **10.5** Warranty service will be provided without charge during Seller's regular working hours (8:30-5:00), Monday through Friday, except Seller's recognized holidays. If Purchaser requires that service be performed outside these hours, such service can be made available at an additional charge, at Seller's then current rates. The obligations of Seller described in this Section are Seller's only obligations and Purchaser's sole and exclusive remedy for a breach of product warranty. **10.6 SELLER MAKES NO WARRANTY OTHER THAN THE ONE SET FORTH HEREIN AND IN THE PRODUCT WARRANTY. SUCH WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSES, AND SUCH CONSTITUTES THE SOLE AND EXCLUSIVE WARRANTY MADE WITH RESPECT TO THE PRODUCTS, SERVICE OR OTHER ITEM FURNISHED UNDER THIS AGREEMENT.** **10.7** In the event of any inconsistencies between the terms of this Section 10 and the terms of the Product Warranty, the terms of the Product Warranty shall prevail.

11. LIMITATION OF LIABILITY

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

Siemens Medical Solutions USA, Inc.
40 Liberty Boulevard, Malvern, PA 19355

SIEMENS REPRESENTATIVE
Stephen Argo - +1 (336) 210-6178
craig.argo@siemens-healthineers.com

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

Siemens Medical Solutions USA, Inc.
40 Liberty Boulevard, Malvern, PA 19355

SIEMENS REPRESENTATIVE
Stephen Argo - +1 (336) 210-6178
craig.argo@siemens-healthineers.com

or program not provided or approved by Seller, then the indemnity obligation of Seller under Section 13.1 shall be null and void.

14. DESIGNS AND TRADE SECRETS; LICENSE; CONFIDENTIALITY

14.1 Any drawings, data, designs, software programs or other technical information supplied by Seller to Purchaser in connection with the sale of the Products shall remain Seller's property and shall at all times be held in confidence by Purchaser. **14.2** For all Products which utilize software for their operation, such "Applications Software" shall be licensed to Purchaser under the terms of Seller's Software License Schedule attached hereto. **14.3** Seller and Purchaser shall maintain the confidentiality of any information provided or disclosed to the other party relating to the business, customers and/or patients of the disclosing party, as well as this Agreement and its terms (including the pricing and other financial terms under which the Purchaser will be purchasing the Products). Each party shall use reasonable care to protect the confidentiality of the information disclosed, but no less than the degree of care it would use to protect its own confidential information, and shall only disclose the other party's confidential information to its employees and agents having a need to know this information. The obligations of confidentiality set forth herein shall not apply to any information in the public domain at the time of disclosure or that is required to be disclosed by court order or by law.

15. ASSIGNMENT

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

16. COSTS AND FEES

16.1 In the event that any dispute or difference is brought arising from or relating to this Agreement or the breach, termination or validity thereof, the prevailing party shall be entitled to recover from the other party all

reasonable attorneys' fees incurred, together with such other expenses, costs and disbursements as may be allowed by law.

17. MODIFICATION

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

18. GOVERNING LAW; WAIVER OF JURY TRIAL

18.1 This Agreement shall be governed by the laws of the state where the Product(s) will be installed, without regard to that state's choice of law principles. **18.2 EACH OF THE PARTIES EXPRESSLY WAIVES ALL RIGHTS TO A JURY TRIAL IN CONNECTION WITH ANY DISPUTE UNDER THIS AGREEMENT.**

19. COST REPORTING

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

20. INTEGRATION

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

21. SEVERABILITY; HEADINGS

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

22. WAIVER

Siemens Medical Solutions USA, Inc.
40 Liberty Boulevard, Malvern, PA 19355

SIEMENS REPRESENTATIVE
Stephen Argo - +1 (336) 210-6178
craig.argo@siemens-healthineers.com

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.

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

Siemens Medical Solutions USA, Inc.
40 Liberty Boulevard, Malvern, PA 19355

SIEMENS REPRESENTATIVE
Stephen Argo - +1 (336) 210-6178
craig.argo@siemens-healthineers.com

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**

Siemens Medical Solutions USA, Inc.
40 Liberty Boulevard, Malvern, PA 19355

SIEMENS REPRESENTATIVE
Stephen Argo - +1 (336) 210-6178
craig.argo@siemens-healthineers.com

QUALITY, PERFORMANCE, ACCURACY, OR EFFORT (INCLUDING LACK OF NEGLIGENCE) WITH RESPECT TO SUCH SOFTWARE AND DOCUMENTATION. ALSO, THERE IS NO WARRANTY BY SUCH SUPPLIERS AGAINST INTERFERENCE WITH LICENSEE'S ENJOYMENT OF THE SOFTWARE OR AGAINST INFRINGEMENT. IF LICENSEE HAS RECEIVED ANY WARRANTIES REGARDING THE DESIGNATED UNIT OR THE SOFTWARE, THOSE WARRANTIES DO NOT ORIGINATE FROM, AND ARE NOT BINDING ON, LICENSOR'S SUPPLIERS.

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

Revised 03/15/05

Siemens Medical Solutions USA, Inc.
40 Liberty Boulevard, Malvern, PA 19355

SIEMENS REPRESENTATIVE
Stephen Argo - +1 (336) 210-6178
craig.argo@siemens-healthineers.com

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 THIS 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) the equipment, including all updates, upgrades, modifications, enhancements, revisions, software, S/W disks and manuals, shall be returned to Siemens in good operating condition, reasonable wear and tear excepted, and (iv) to the extent not prohibited by applicable law, Purchaser shall indemnify and hold Seller harmless from and against any and all claims, demands, causes of action, damages, liability, costs and expenses (including reasonable attorney's fees) resulting or arising from Purchaser's failure to comply with item (i) above.

FOR MR SYSTEMS: cryogen levels must be least 65% upon time of de-installation. FOR MOBILE SYSTEMS: system must be road worthy and a state issued title transferring ownership to Seller (or Designee) must be received prior to the removal of the mobile system. FOR MODALITY TRADE SYSTEMS (non-ultrasound): The trade-in equipment must be available for inspection within two weeks of the scheduled de-installation date. In addition, Purchaser must provide a clear path for the removal of the trade-in equipment 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 and removing and disposing of any hazardous materials including, but not limited to glycol from the chiller and oil from the transformer, 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.

From: [Mckillip, Mike](#)
To: [Waller, Martha K](#)
Subject: FW: [External] Letter of No Review Request
Date: Thursday, February 24, 2022 2:21:39 PM
Attachments: [LONR_WakeMed Raleigh_Hybrid OR Equip.pdf](#)

FYI

Michael Mckillip

Project Analyst

Division of Health Service Regulation, Healthcare Planning and Certificate of Need
[NC Department of Health and Human Services](#)

Office: 919-855-3877

mike.mckillip@dhhs.nc.gov

809 Ruggles Drive, Edgerton
2704 Mail Service Center
Raleigh, NC 27699

Don't wait to vaccinate. Find a COVID-19 vaccine location near you at [MySpot.nc.gov](#).

[Twitter](#) | [Facebook](#) | [YouTube](#) | [LinkedIn](#)

Email correspondence to and from this address is subject to the North Carolina Public Records Law and may be disclosed to third parties by an authorized State official. Unauthorized disclosure of juvenile, health, legally privileged, or otherwise confidential information, including confidential information relating to an ongoing State procurement effort, is prohibited by law. If you have received this email in error, please notify the sender immediately and delete all records of this email.

From: ROBBIE ROBERTS <RROBERTS@wakemed.org>
Sent: Thursday, February 24, 2022 2:10 PM
To: Mckillip, Mike <mike.mckillip@dhhs.nc.gov>
Subject: [External] Letter of No Review Request

CAUTION: External email. Do not click links or open attachments unless you verify. Send all suspicious email as an attachment to [Report Spam](#).

Mike:

I hope you have been doing well. Please see the attached Letter of No Review request for WakeMed Raleigh Campus. If you have questions or need anything else, please let me know. Thanks.

RR

Robbie Roberts
Manager, Market Planning

WakeMed Health & Hospitals
919-350-8023
rroberts@wakemed.org