NC DEPARTMENT OF
HEALTH AND
HUMAN SERVICES
Division of Health Service Regulation

ROY COOPER • Governor
MANDY COHEN, MD, MPH • Secretary
MARK PAYNE • Director

June 1, 2018

Gary S. Qualls
430 Davis Drive, Suite 400
Morrisville, NC 27560

Exempt from Review – Replacement Equipment

Record #:	**2586**
Facility Name:	Carolinas Medical Center
FID #:	943070
Business Name:	The Charlotte-Mecklenburg Hospital Authority
Business #:	1770
Project Description:	Replace virtually all components of an existing MRI scanner except for the magnet
County:	Mecklenburg

Dear Mr. Qualls:

The Healthcare Planning and Certificate of Need Section, Division of Health Service Regulation (Agency), determined that based on your letter of May 18, 2018, the above referenced proposal is exempt from certificate of need review in accordance with N.C. Gen. Stat. §131E-184(a)(7). Therefore, you may proceed to acquire without a certificate of need the upgraded replacement components of the MRI scanner referenced in your letter to replace the existing components of the MRI scanner.

Moreover, you need to contact the Agency's Construction and Acute and Home Care Licensure and Certification Sections to determine if they have any requirements for development of the proposed project.

It should be noted that the Agency's position is based solely on the facts represented by you and that any change in facts as represented would require further consideration by this office and a separate determination. If you have any questions concerning this matter, please feel free to contact this office.

Sincerely,

Julie M. Faenza
Project Analyst

Martha J. Frisone
Chief, Healthcare Planning and
Certificate of Need Section

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

K&L GATES

May 18, 2018

Gary S. Qualls
D 919.466.1182
F 919.516.2182
gary.qualls@klgates.com

Via Hand Delivery
Martha J. Frisone, Chief
Healthcare Planning and Certificate of Need Section
Division of Health Service Regulation
N.C. Department of Health and Human Services
809 Ruggles Drive
Raleigh, NC 27603

RE: Carolinas Medical Center – No Review Request or, in the alternative, Exemption Notice for Upgrade of Existing MRI Scanner, Mecklenburg County

Dear Ms. Frisone:

Our client, The Charlotte-Mecklenburg Hospital Authority d/b/a Carolinas Medical Center ("CMC") is requesting a "No Review" determination that an upgrade (the "Upgrade") to the electronics and equipment in the control room associated with the operation of its existing 3T MRI Scanner is not reviewable as a new institutional health service under the North Carolina Certificate of Need ("CON") law, and does not otherwise triggers CON review.

The MRI Scanner requiring the Upgrade is a Siemens Vierio 3T MRI with a serial number of 40230. This MRI Scanner was replaced pursuant to an Exempt from Review Letter issued on July 13, 2009 (Exhibit 1) and is located at the Morehead Imaging Center on CMC's Main Campus. There are three rooms associated with the operation of the MRI Scanner: (1) one for the magnet itself; (2) one for the electronics; and (3) a control room. The Upgrade will be for the electronics and the equipment located in the control room, along with some covers for the magnet. The magnet itself will not otherwise be involved.

There are two key components to magnet strength and capability. The first component is the "tesla" strength. This is a 3T MRI versus the more typical 1.5T units and is located at the busiest outpatient imaging center in the CHS network. The facility is on the CMC main campus and provides imaging at a very advanced level, supporting research and progressive programs.

The second component is related to "gradient strength" and "channel capability." With MRI, specifically 3T, robust gradients that can drive signal through a higher number of channels integrated into the systems coils will drive a much higher resolution, faster imaging speed, and an improved capability to differentiate between pathology at a very detailed level.

Although all routine MRI exams will benefit from this, quantitative analysis becomes much more accurate and precise with advanced techniques like functional MRI or prostate segmentation for integration with biopsy guidance systems. With this, the planned upgrade will essentially replace every component of the MRI system except the magnet itself. The control console, operating system, electronics cabinets, gradients, and most of the coils will be replaced. With the higher gradient strength, the unit will go from a 16-channel capability to 48-channels. The newer operating system enhances throughput with the latest generation software and faster image reconstruction speed. This is an advance which will extend the useful life of this existing magnet.

The cost of the proposed Upgrade is $1,001,722. See Exhibits 2 and 3. Exhibit 2 is the original Price Quotation and Exhibit 3 is the recent Revised Price Quotation, which modifies some of the original Price Quotation items and takes the total cost from $900,000 to $1,001,722. The few additional costs associated with the upgrade – per N.C. Gen. Stat. § 131E-176(16)(b) – are included in the capital cost sheet attached as Exhibit 4. The location of the upgrade is shown in the floor plans attached as Exhibits 5A and 5B.

Thus, the proposed Upgrade does not constitute a new institutional health service under N.C. Gen. Stat. § 131E-176(16)(b). Because the proposal pertains to the existing MRI Scanner, which has been operational for years at the current location, there is no new MRI Scanner or major medical equipment being acquired. Rather, this is merely an upgrade of the existing MRI Scanner. Accordingly, the proposed Upgrade does not require CMC to obtain a CON pursuant to any of the new institutional health service triggers in the CON statute.

Based upon the foregoing information and the attached document, CMC hereby requests that the Agency provide a written response confirming that the Upgrade described herein does not require a CON pursuant to any of the new institutional health service triggers in the CON statute.

If you have any questions about this request, please feel free to contact me.

Sincerely,

Gary S. Qualls

Gary S. Qualls

Exhibits

1. Exempt from Review Letter issued on July 13, 2009
2. Original Quote for MRI Scanner Upgrade
3. Modified and Updated Quote for MRI Scanner Upgrade
4. Capital Cost Sheet
5. Floor Plans showing MRI upgrade area (Exhibits 5A and 5B)

North Carolina Department of Health and Human Services
Division of Health Service Regulation
Certificate of Need Section
2704 Mail Service Center ■ Raleigh, North Carolina 27699-2704

Beverly Eaves Perdue, Governor
Lanier M. Cansler, Secretary

www.ncdhhs.gov/dhsr

Lee Hoffman, Section Chief
Phone: 919-855-3873
Fax: 919-733-8139

July 13, 2009

F. Del Murphy, Jr., Vice President
CHS Management Company
P.O. Box 32861
Charlotte, NC 28232-2861

RE: Exempt from Review – Replacement Equipment/ Carolinas Medical Center / Replacement of GE 1.5T MRI scanner located at Eastover Diagnostic Imaging Center with a Siemens Verio 3.0 T MRI unit to be located at Morehead Imaging Center on the CMC campus, based on previous authorization/ Mecklenburg County
FID # 943070

Dear Mr. Murphy:

In response to your letters of August 11, 2008 and October 10, 2008, the above referenced proposal is exempt from certificate of need review pursuant to N.C.G.S. § 131 E-184(a)(7). Therefore, you may proceed to acquire without a certificate of need, a MRI scanner (Siemens Verio 3.0T) to replace the existing MRI scanner (GE 1.5T MRI, serial number 704333CRMR) currently located at Eastover Diagnostic Imaging Center, but to be relocated to the CMC campus, as authorized by the CON Section per a no review determination dated January 9, 2008. This determination is based on your representations that the existing MRI scanner will be removed from the state and disassembled upon installation of the new replacement fixed MRI scanner. Further please be advised that as soon as the replacement equipment is acquired, you must provide the CON Section and the Medical Facilities Planning Section with the serial number of the new equipment to update the inventory, if not already provided.

It should be noted that this Agency's position is based solely on the facts represented by you and that any change in facts as represented would require further consideration by this Agency and a separate determination. If you have any questions concerning this matter, please feel free to contact this office.

Sincerely,

Carol L. Hutchison, Project Analyst

Lee B. Hoffman, Chief
Certificate of Need Section

cc: Medical Facilities Planning Section, DHSR
Construction Section, DHSR

Carolinas HealthCare System

James E.S. Hynes
Chairman

Michael C. Tarwater, FACHE
Chief Executive Officer

Joseph G. Piemont
President & COO

August 11, 2008

Ms. Lee B. Hoffman, Chief
Certificate of Need Section
Division of Health Service Regulation
701 Barbour Drive
Raleigh, North Carolina 27603-0530

RE: Replacement of Diagnostic Imaging Center MRI with relocation to Morehead Imaging Center on the Carolinas Medical Center campus

Dear Ms. Hoffman:

Carolinas Medical Center is planning to replace a seventeen-year-old General Electric 1.5T MRI unit located at the Eastover Diagnostic Imaging Center with a Siemens Verio 3.0T MRI unit to be located at Morehead Imaging Center on the CMC campus. In a January 9, 2008 letter the CON Section determined the proposed relocation of the MRI scanner to the CMC campus did not require a certificate of need. (Please see Attachment 1). Our responses to the replacement equipment questions are provided in Attachment 2. The projected total capital expenditure for the removal of the existing equipment and acquisition and installation of the replacement MRI equipment is $1,989,265.

Based upon the project as described above, pursuant to N. C. G. S.§ 131 E-184 (a)(7), this letter serves as notification of our intent to proceed with this project. We would appreciate your written concurrence that this project is exempt from CON review. If you have any questions or require further information regarding this project, please contact me at 704-355-6060.

Sincerely,

F. Del Murphy, Jr., Vice President
CHS Management Company

P.O. Box 32861 • Charlotte, NC 28232-2861 • 704-355-3398

Attachment 1

January 9, 2008 No Review Letter to Relocate an MRI scanner from Eastover Diagnostic Imaging Center to Carolinas Medical Center

North Carolina Department of Health and Human Services
Division of Health Service Regulation
Certificate of Need Section
2704 Mail Service Center ▪ Raleigh, North Carolina 27699-2704

Michael F. Easley, Governor
Dempsey Benton, Secretary

http://facility-services.state.nc.us

Lee Hoffman, Section Chief
Phone: 919-855-3873
Fax: 919-733-8139

January 9, 2008

Mary Beth Johnston
Kennedy Covington Lobdell & Hickman, LLP
Post Office Box 14210
Research Triangle Park, NC 27709-4210

RE: No Review/ Carolinas Medical Center/ Relocate grandfathered MRI scanner from Eastover Diagnostic Imaging Center to CMC-Main campus/ Mecklenburg County
FID # 943070

Dear Ms. Johnston:

The Certificate of Need (CON) Section received your letter of December 4, 2007 regarding the above referenced proposal. Based on the CON law **in effect on the date of this response to your request,** the proposal described in your correspondence is not governed by, and therefore, does not currently require a certificate of need. However, please note that 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. It should be noted that this determination is binding only for the facts represented by you. Consequently, if changes are made in the project or in the facts provided in your correspondence referenced above, a new determination as to whether a certificate of need is required would need to be made by the Certificate of Need Section.

In addition, you should contact the Construction Section and the Acute and Home Care Licensure and Certification Section to determine if they have any requirements for development of the proposed project. If you have any questions, please do not hesitate to call.

Sincerely,

Lee B. Hoffman

Lee B. Hoffman, Chief
Certificate of Need Section

cc: Medical Facilities Planning Section, DHSR
Construction Section, DHSR
Acute and Home Care Licensure and Certification Section, DHSR
Robert V. Bode, Esq.

Attachment 2

Replacement Equipment Questions

Carolinas Medical Center – Replace and Relocate an MRI Scanner from Eastover Diagnostic Imaging Center to Morehead Imaging Center

Replacement Equipment Questions/Answers

1. **A comparison of the existing and replacement equipment, using the format in the attached format.**

   Attachment 3 provides a side-by-side comparison of existing and the proposed replacement equipment.

2. **A description of the basic technology and functions of the existing and replacement equipment, including the diagnostic and treatment purposes for which the equipment is used or capable of being used.**

   Existing equipment is used for the gamut of routine out-patient MRI examinations to include orthopedic, neurological, body, and pediatric applications.

   Replacement equipment will be used in a very similar manner but will provide advanced capabilities at the 3.0T signal strength. In addition to routine applications, the unit has a "large bore" design that will accommodate the increasing obese patient population and will also enable "functional" imaging capabilities in the neuro-imaging arena.

3. **Brochures or letters from the vendors describing the capabilities of the existing and replacement equipment.**

   Brochures for the current equipment are no longer available. Product information for the replacement equipment is provided as Attachment 4.

4. **A copy of the purchase order for the existing equipment, including all components and original purchase price.**

   Due to the age of the equipment an original PO could not be found.

5. **A copy of the title, if any, for the existing equipment or the capital lease for the existing equipment.**

   Carolinas Medical Center owns the equipment. No title was issued.

6. **If the replacement equipment is to be leased, a copy of the proposed capital lease that transfers substantially all the benefits and risks inherent in the ownership of the equipment to the lessee of the equipment, in accordance with criteria in Generally Accepted Accounting Principles (GAAP).**

   Not applicable. The replacement equipment will be purchased.

7. **If the replacement equipment is to be purchased, a copy of the proposed purchase order or quotation, including the amount of the purchase price before discounts and trade-in allowance.**

   A price quotation provided by Siemens Medical Systems is provided as Attachment 5.

8. **A letter from the person taking possession of the existing equipment that acknowledges the existing equipment will be permanently removed from North Carolina, will no longer be exempt from requirements for the North Carolina Certificate of Need law, and will not be used in North Carolina without first obtaining a new certificate of need.**

   See Attachment 6.

9. **Documentation that the existing equipment is currently in use and has not been taken out of service.**

   The existing MRI unit is currently in operation. The device has performed 967 procedures through May of 2008.

10. **Proposed Total Capital Cost of Project form.**

    Refer to Attachment 7 for a detailed description of the total project costs and a certified construction estimate.

Attachment 3

Equipment Comparison

Carolinas Medical Center – Replace and Relocate an MRI Scanner from the Eastover Diagnostic Imaging Center to Morehead Imaging Center

Attachment 3 - **EQUIPMENT COMPARISON**

	Existing Equipment	Replacement Equipment
Type of Equipment (List each component)	MRI Unit	MRI Unit
Manufacturer of Equipment	General Electric Medical Systems	Siemens Medical Systems
Tesla Rating for MRIs	1.5T	3.0T
Model Number	46-243 445G1	Siemens Verio 3.0T (model # not available)
Serial Number	34932MR4	Not Available
Provider's Method of Identifying Equipment	704333CRMR	Not Available
Specify if Mobile or Fixed	Fixed	Fixed
Mobile Trailer Serial Number/VIN #	N/A	N/A
Mobile Tractor Serial Number/VIN #	N/A	N/A
Date of Acquisition of Each Component	2/1/1990	2008
Does Provider Hold Title to Equipment or Have a Capital Lease?	Purchased	Purchase
Specify if Equipment Was/Is New or Used When Acquired	New	New
Total Capital Cost of Project (Including Construction, etc.) <Use Attached Form>		$1,989,265
Total Cost of Equipment	N/A	$1,620.000
Fair Market Value of Equipment	N/A	$1,620.000
Net Purchase Price of Equipment	N/A	$1,620,000
Locations Where Operated	7th Street Diagnostic Imaging Center	CMC Morehead Imaging Center
Number Days in Use/To Be Used in N.C. per Year	M-Sat 6 days/week	M-Sat 6 days/week
Percent of Change in Patient Charges (by procedure)	0	0
Percent of Change in Per Procedure Operating Expenses (by procedure)	0	0
Type of Procedures Currently Performed on Existing Equipment	The gamut of routine MRI applications to include orthopedic, neuron, body, and pediatric imaging.	
Type of Procedures New Equipment is Capable of Performing		The gamut of routine MRI applications. New capabilities for obese patients with open bore and functional MRI techniques. Improved image resolution based on 3.0T signal strength.

Attachment 4

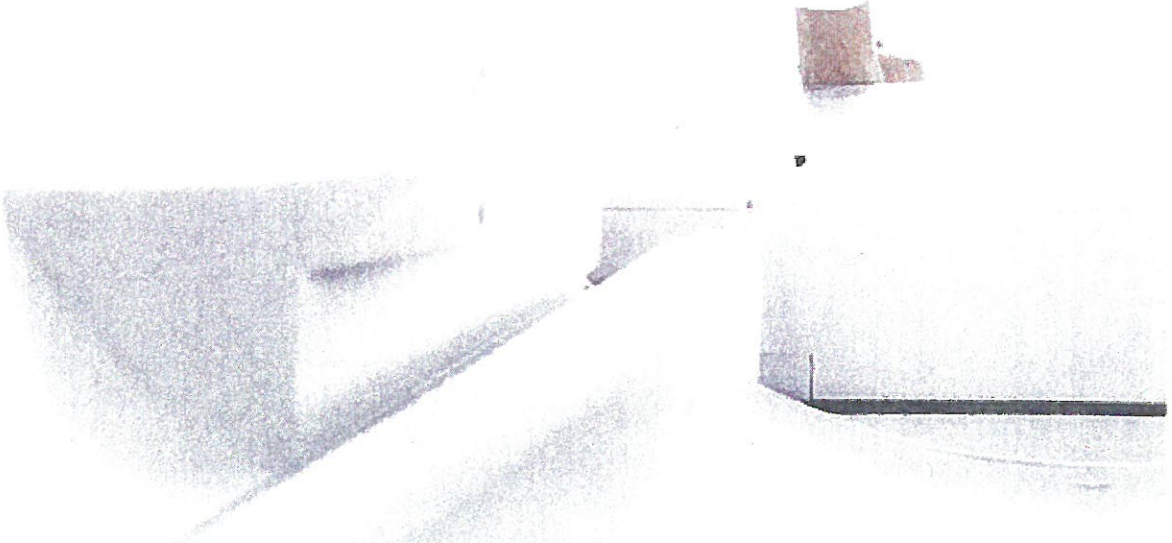
Equipment Brochure

Delivering the most exciting equation in MRI.

MAGNETOM Verio

Answers for life.

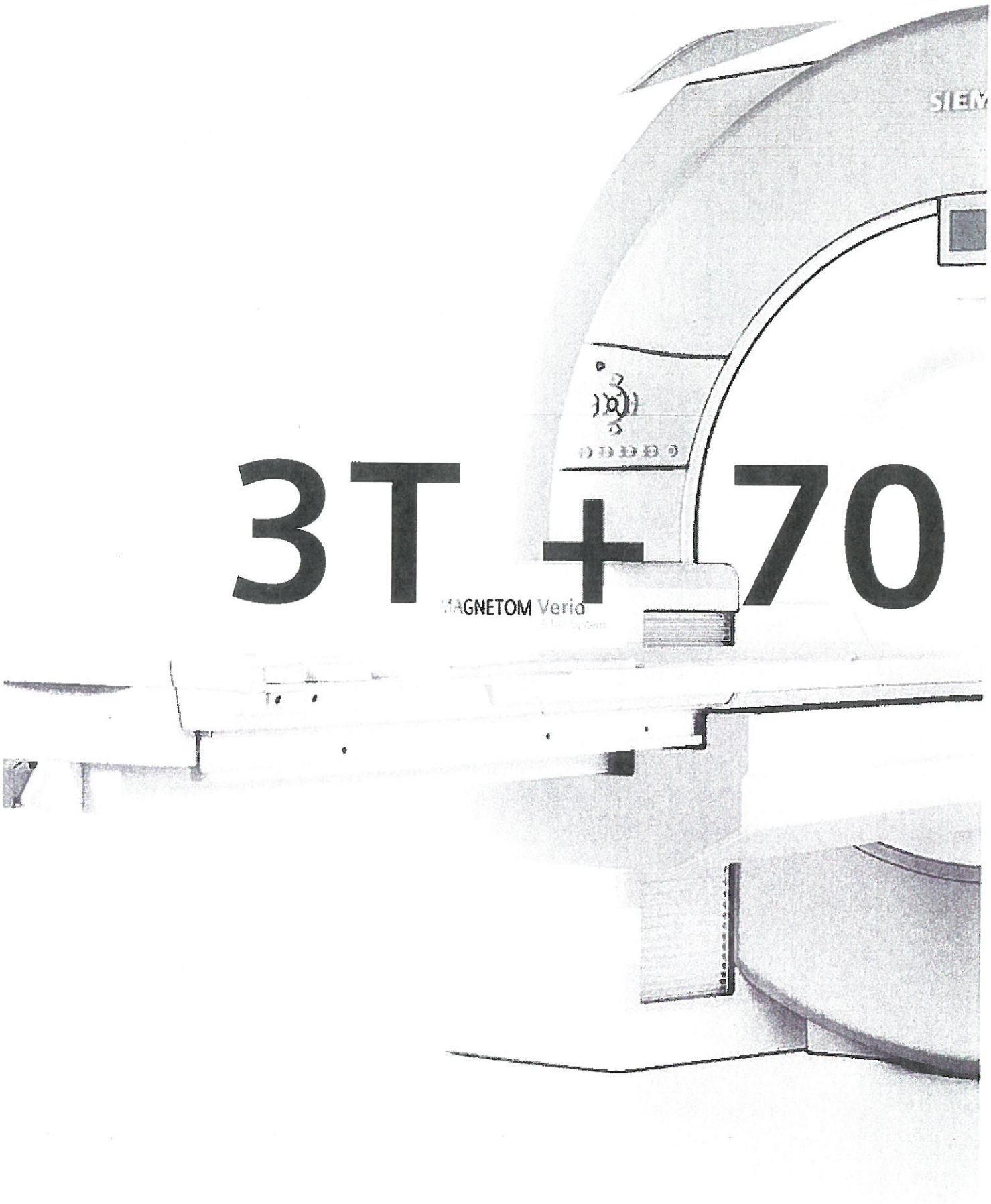
SIEMENS
medical



We know, we're excited too!

Siemens has set a new benchmark in MRI again.
As a proven innovator Siemens is bringing 3T field strength, 70 cm Open Bore and Tim™ (Total imaging matrix) together in one powerful system today, MAGNETOM® Verio.

Invest in the MRI solution that makes you a leader, with the versatility to provide a wide range of clinical applications today and well into the future.


3T + 70
MAGNETOM Verio

cm + Tim

Why MAGNETOM Verio?

As the newest and most feature-rich 3T system available, MAGNETOM Verio helps you to meet your clinical needs, high standards of patient care, and financial requirements.

Why wait?

The industry trend is clear. The competitive advantage goes to those who can offer the best of all worlds: outstanding diagnostic capabilities, patient comfort, and efficient workflow. MAGNETOM Verio is the answer.

Powerful. Affordable. Comfortable.

3T

You want 3T

Today's market demands MRI systems that deliver high performance and a large application range while also representing a sound investment for the future.

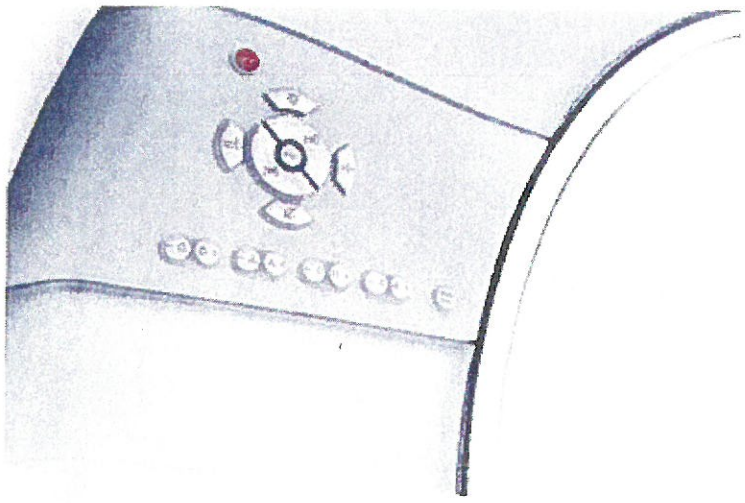
We know 3T

Siemens is a unique 3T innovator. We can prove it.

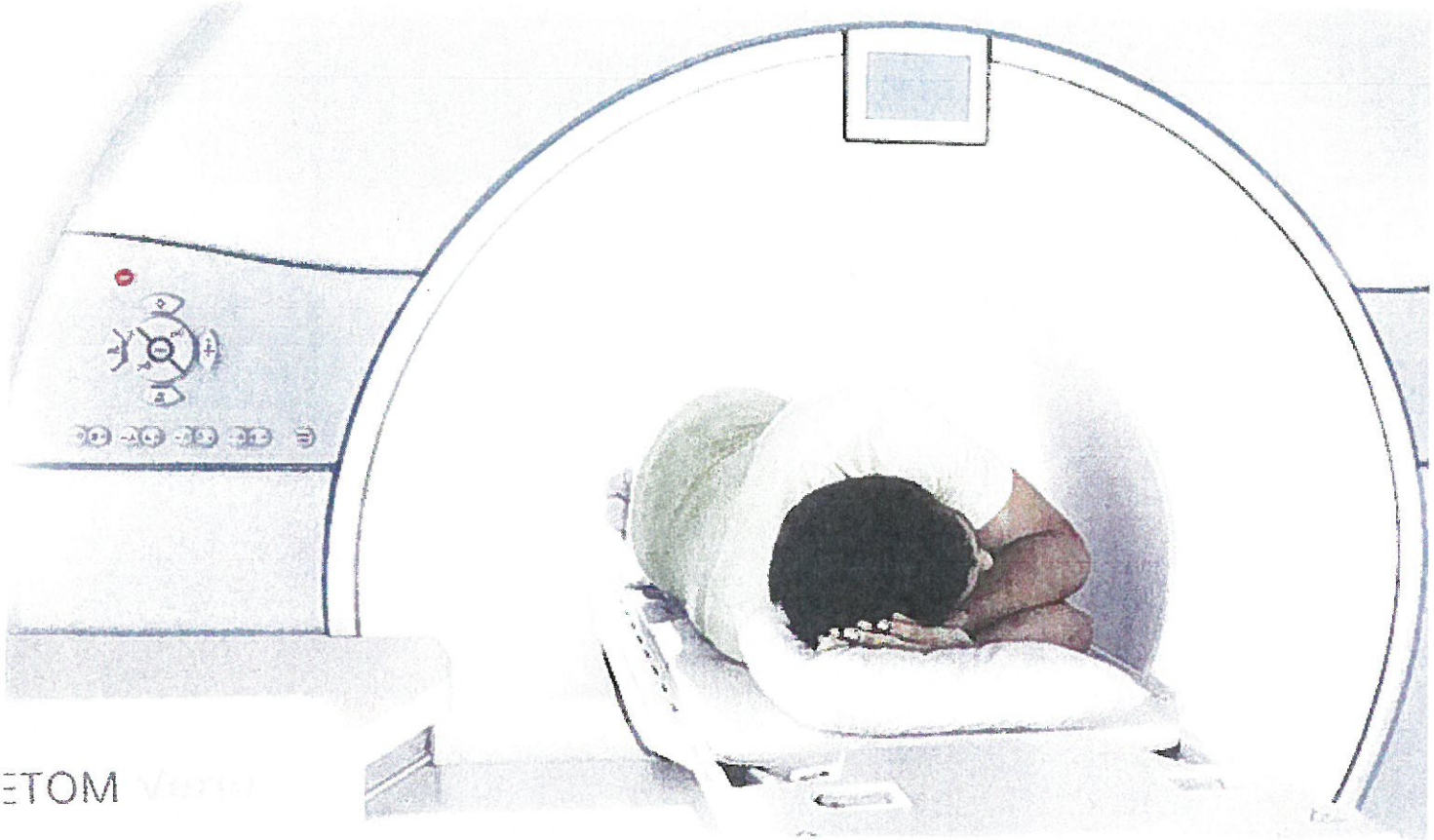
- More than 10 years of experience in 3T, including the introduction of the world's first 3T whole-body MRI with Tim
- Unique Tim technology that expands the potential of 3T
- 3TCare, the comprehensive solution for Specific Absorption Rate (SAR) enabling maximum efficiency

MAGNETOM Verio brings new benefits.

- A unique combination of 3T and 70 cm Open Bore
- The shortest 3T system on the market today
- Ultra-light magnet with zero helium boil-off
- Large field of view, supporting a full range of clinical applications
- TrueForm™ magnet design offers enhanced image quality by optimizing the homogeneity
- Higher speed and superb image quality powered by the VQ-engine gradient



MAGNETOM Verio



ETOM

3T + 70 cm

You want 70 cm

Patients today demand the highest quality of care, including a comfortable exam experience and the assurance that the diagnosis is the most accurate possible. Siemen's solution is to combine 3T with a 70 cm Open Bore to help you give them just that.

We know 70 cm

Siemens brought you the first 70 cm system at 1.5T in 2004. Now MAGNETOM Verio introduces the Open Bore advantage to 3T.

More space ease and helps you

- Limit claustrophobic rejections
- Sedate fewer patients
- Capture sharper images due to less anxiety-related movement

Accommodate patients with special needs and conditions

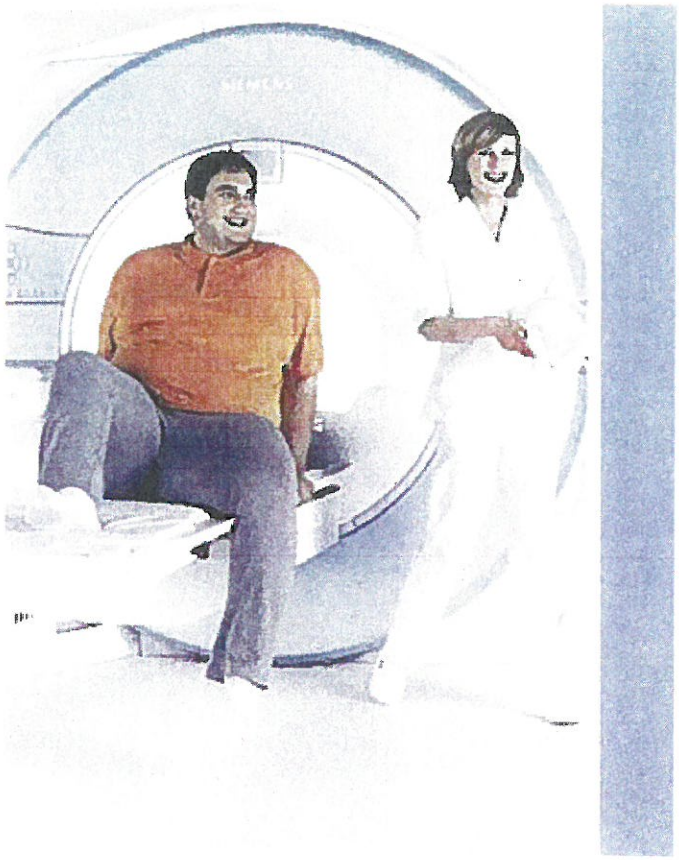
- Pain and mobility issues
- Respiratory problems
- Kyphosis

Expand your care to a wider range of patients

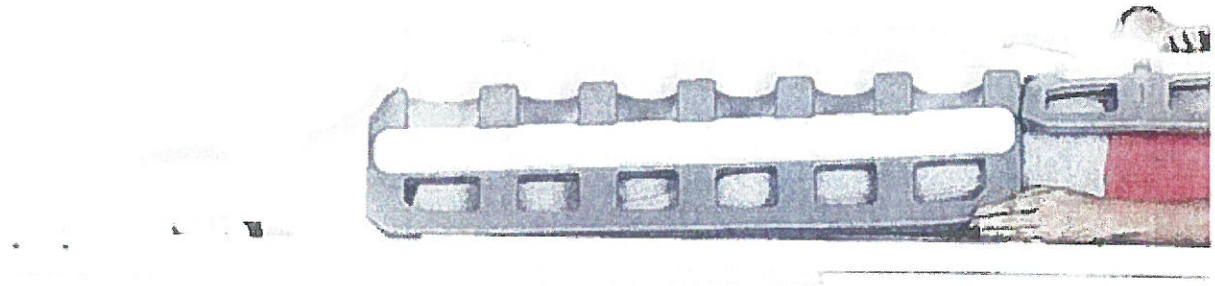
- Obese population (up to 250 kg or 550 lbs)
- Claustrophobic patients
- Pediatric* and elderly patients
- ICU patients or those dependent upon medical equipment

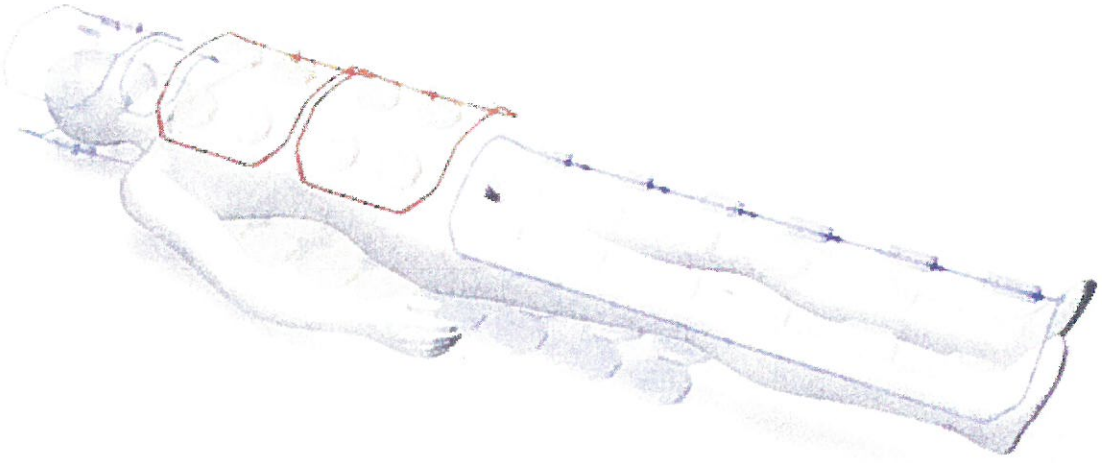
Broaden your clinical possibilities

- Easy access in interventional MRI
- Opportunities to perform more kinematic studies



*The safety of imaging infants under two years has not been established.





3T + 70 cm + Tim

You want Tim

Today's clinical practice requires fast and accurate diagnosis without compromising business demands. Tim is the breakthrough technology from Siemens that sets a new standard for MRI.

We know Tim

Tim was created to increase flexibility, accuracy and speed making every aspect of your workflow more efficient and productive. No one else can offer the workflow benefits that Tim provides. With thousands of installations, Tim keeps proving it every day.

Tim: A revolution in flexibility. Select exams, not coils.

[102x32]. Up to102 seamlessly integrated matrix coil elements and up to 32 independent RF channels combined to create one Total imaging matrix. A matrix scalable to both the anatomy under examination and the individual patient size.

Tim: A revolution in accuracy. Local and total.

Matrix coils unleash the high SNR only local coils provide. Extreme precision for single organ exams up to whole-body exams. From 5 mm to 196 cm FoV. Without coil or patient repositioning. For all applications. With up to 100% more SNR.

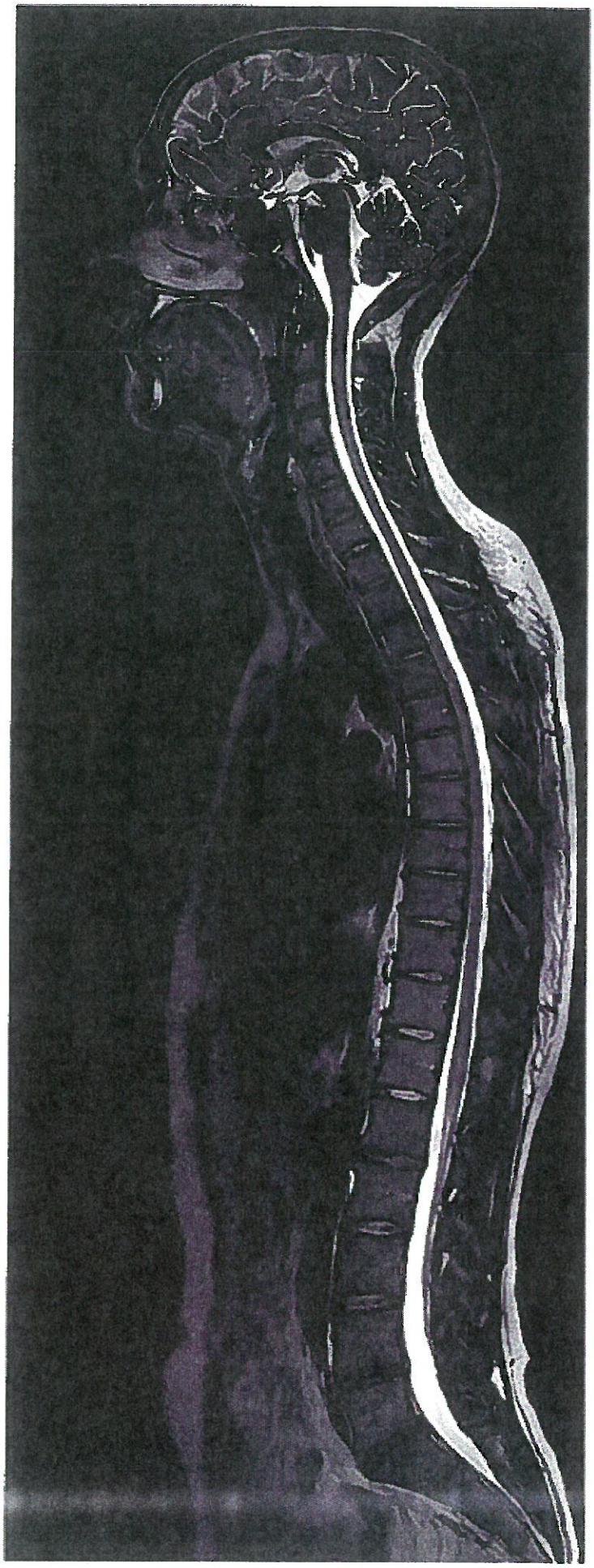
Tim: A revolution in speed. Parallel in all directions.

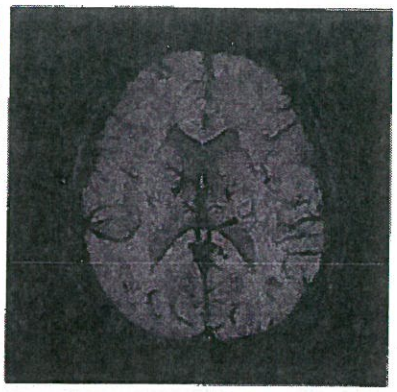
Head to toe, front to back, and side to side for unlimited Parallel Imaging. Up to PAT 16. Even for double oblique slice orientation. Without restrictions in coverage. With the high SNR of standard Matrix coils.

Innovative applications. Powered by Tim.

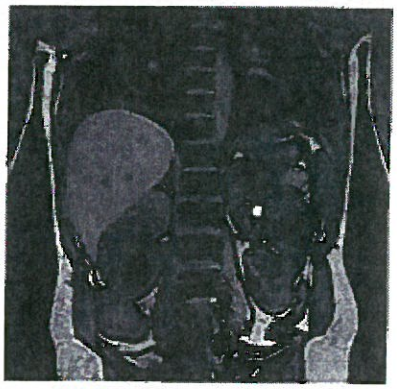
MAGNETOM Verio with I-class allows you to evaluate the most complex pathologies quickly and confidently, handling challenging patients with ease.

Siemens *syngo* MR applications help you achieve a speed and diagnostic confidence never before possible.

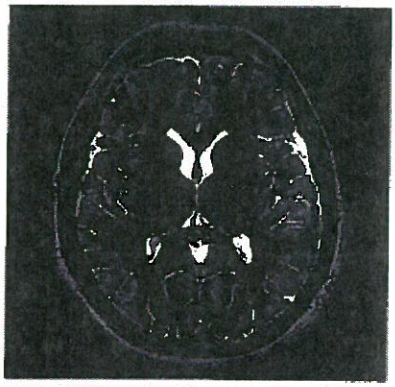




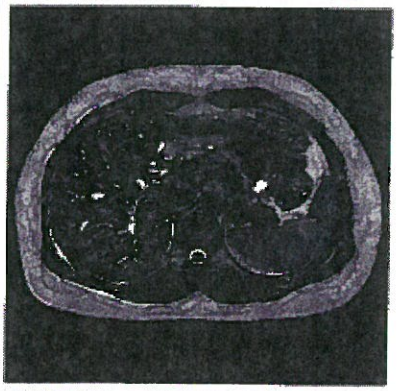
syngo SWI



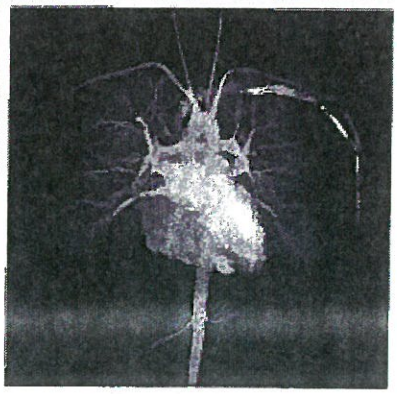
syngo GRAPPA



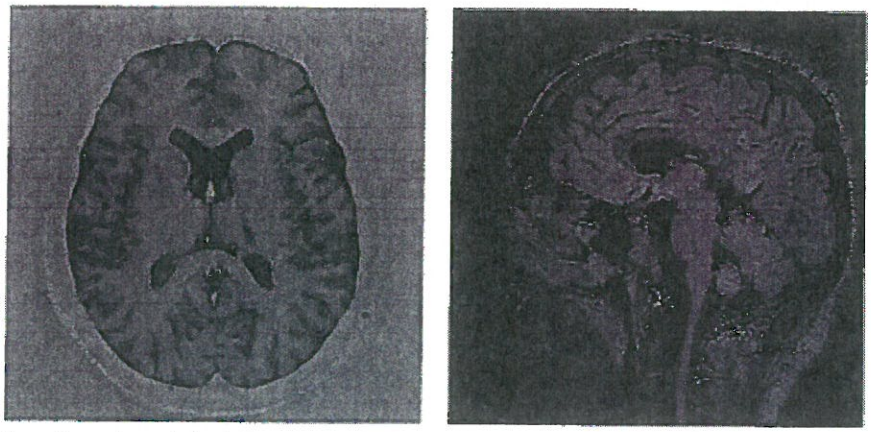
syngo BLADE



syngo SPACE



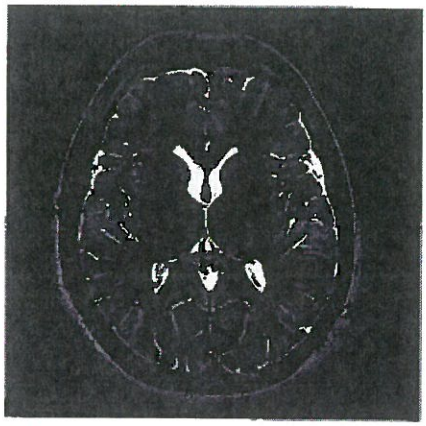
syngo TWIST



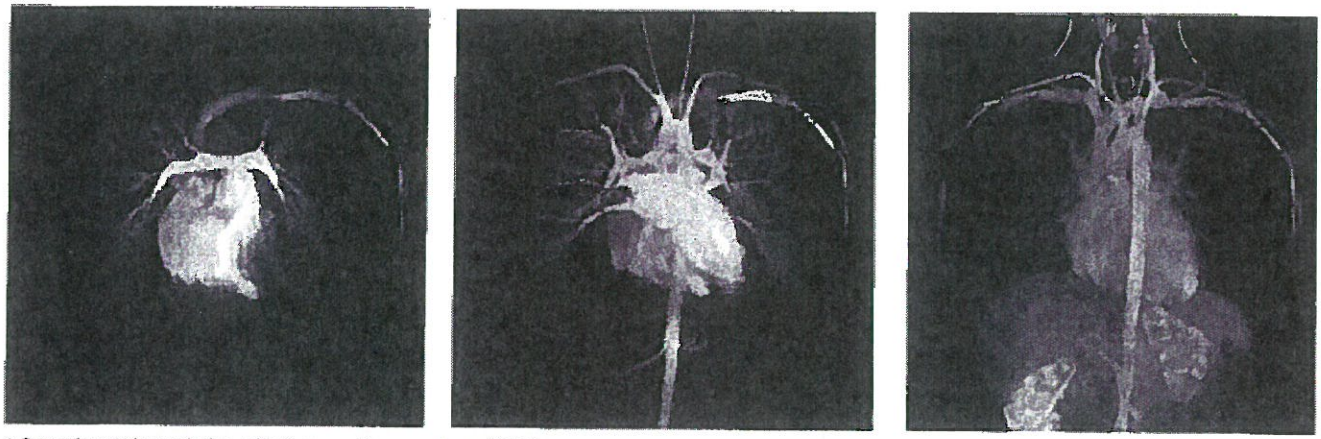
1 mm isotropic resolution in T1 and Dark Fluid contrast acquired in 4:37 min with PAT 2

syngo SPACE

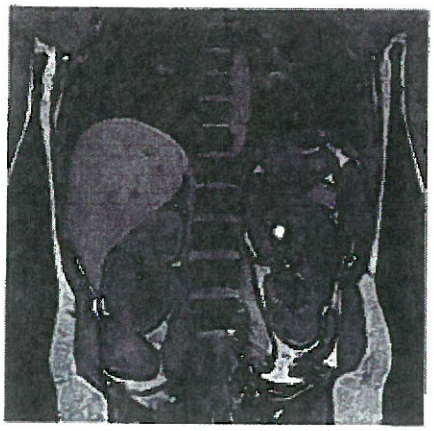
Obtain fast, accurate 3D imaging in all contrasts. Replace multiple 2D acquisitions with only one 3D for complex head, spine, abdomen, pelvic and orthopedic exams. Identify accurate plan locations with retrospective slice positioning on the isotropic dataset. It's all possible with ***syngo* SPACE**.



4 mm slice thickness in T2 contrast acquired in 2:52 min



1.2 mm isotropic resolution with 2 second frame-rate and PAT 2



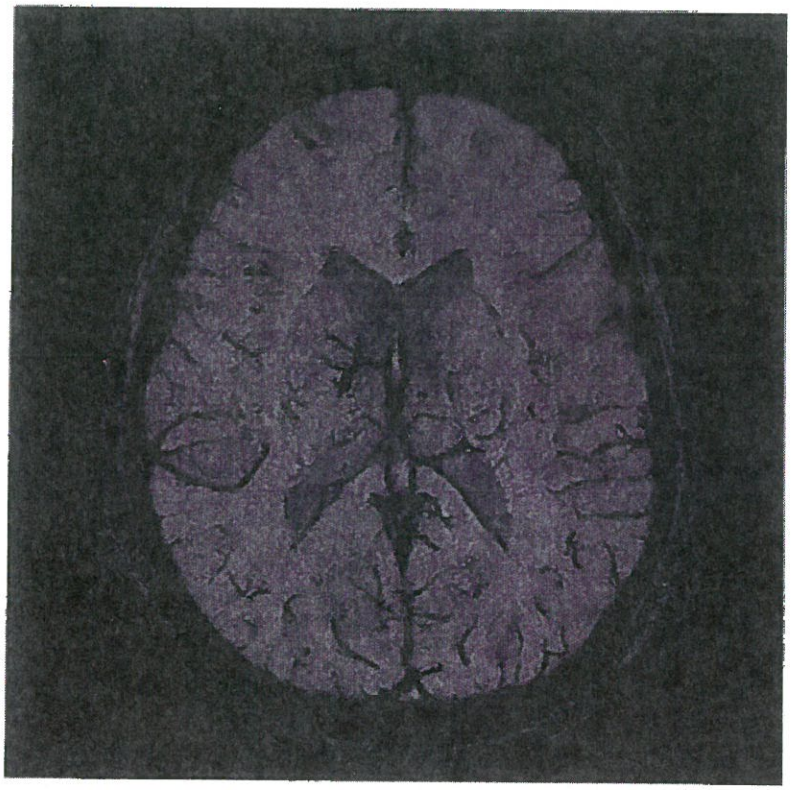
3D VIBE with 2 mm slice thickness acquired in 16 s with PAT 3 using GRAPPA

syngo GRAPPA

Identify small renal cysts in record time. Require shorter breathholds, increase throughput, and speed temporal resolution with ***syngo* GRAPPA**.

syngo BLADE

Eliminate motion and obtain robust images in neurological, orthopedic and body procedures with ***syngo* BLADE**.



0.5 mm in plane resolution and 1.2 mm slice thickness acquired in 6:38 min with PAT 2

syngo TWIST

Assess venous and arterial diseases with dynamic MRI. Perform fast 3D tracking of dynamic processes and 4D angiography. Obtain arterial and venous phases in one scan and provide robust bilateral MRA even in cases of severe stenosis. Achieve subsecond 3D acquisitions with good spatial resolution. Your solution is ***syngo* TWIST**.

syngo SWI

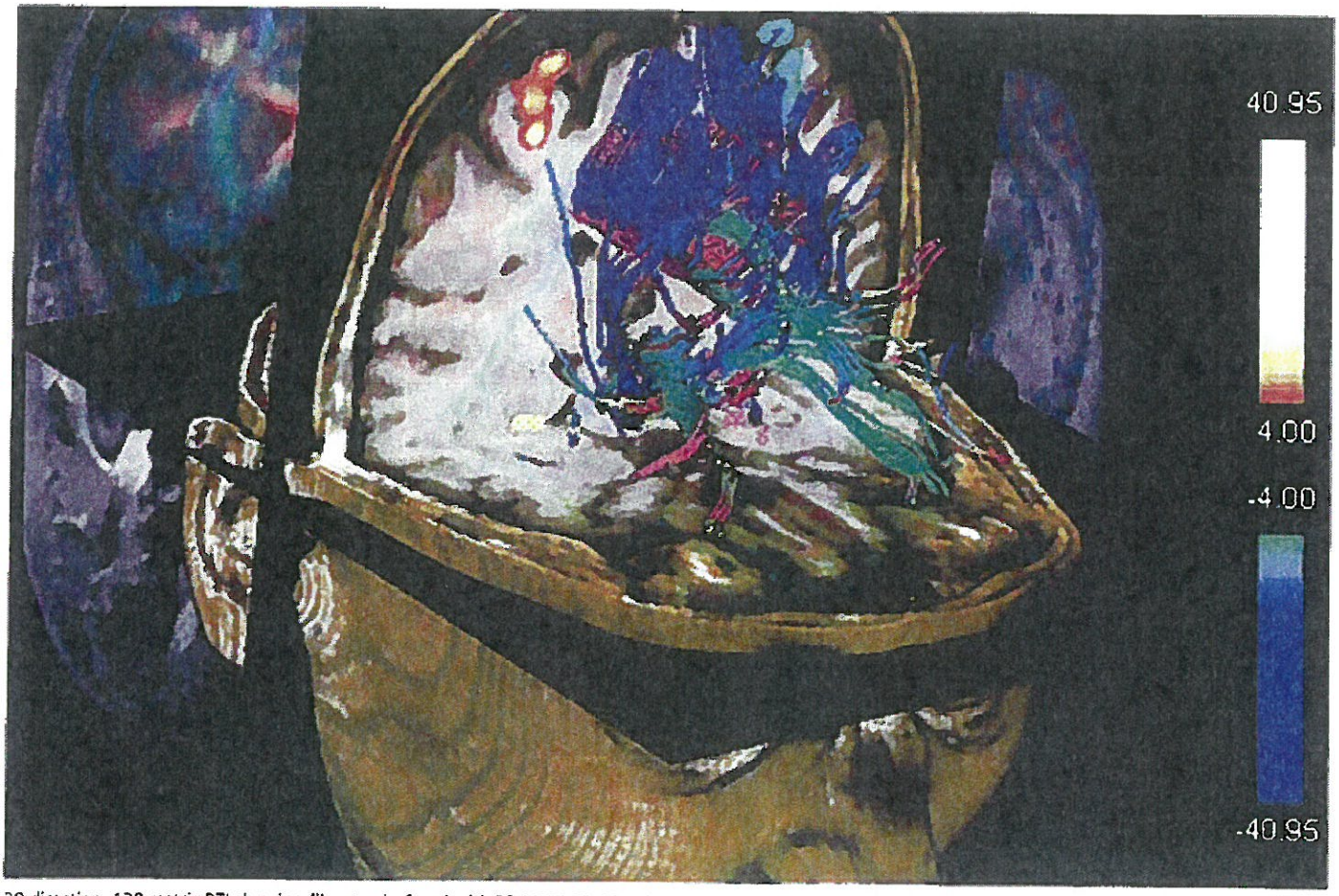
Visualize intracranial bleeding reliably, including blood products and venous structures. Improve visualization of contusions, shearing injuries and minute intracranial vascular malformations. Do it all with ***syngo* SWI** (Susceptibility Weighted Imaging).

Advanced applications will be your routine

MAGNETOM Verio takes your performance to the next level, enabling you to perform high-end applications in your daily routine.

syngo DTI

Capture better visualizations of brain connectivity and improve pre-operative screening. One or two clicks reveal full 3D fiber-views. Now ***syngo*** **DTI** (diffusion tensor imaging) **Tractography** delivers up to 256 diffusion directions.



30-direction, 128 matrix DTI showing fiber-tracks fused with 3D MPRAGE, 3D colored Fractional Anisotropy (FA) and motor cortex fMRI data

128 matrix BOLD EPI showing motor cortex activation fused with 3D MPRAGE and 30-direction diffusion EPI colored FA 3D dataset

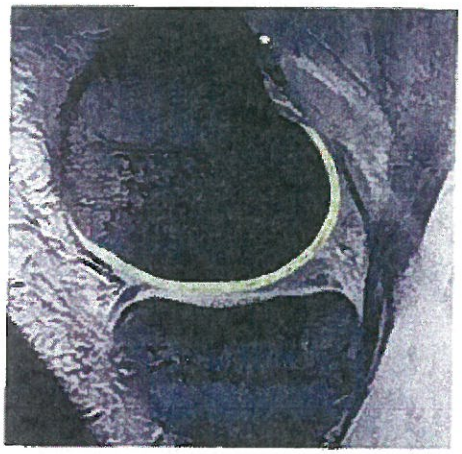
syngo fMRI

Make functional MRI solutions easier to perform, easier to interpret and easier to analyze thanks to Inline Technology. Improve the consistency of data with Siemens-exclusive **3D PACE** prospective motion correction.

syngo ASL with 64 x64 matrix fused with 3D MPRAGE and 3D colored FA diffusion data

syngo ASL

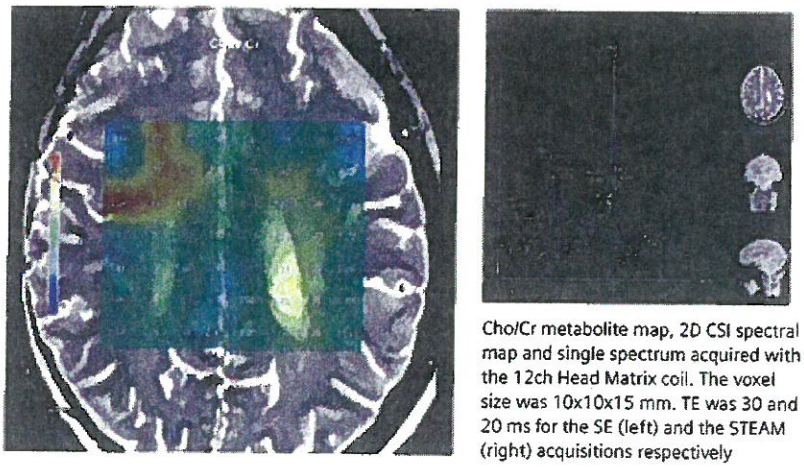
Perform non-contrast enhanced perfusion imaging and evaluate cerebral blood flow, brain function and physiology with ***syngo* ASL** (arterial spin labeling).



T1 and T2* cartilage maps overlaid on conventional T1 and T2 weighted images

syngo MapIt

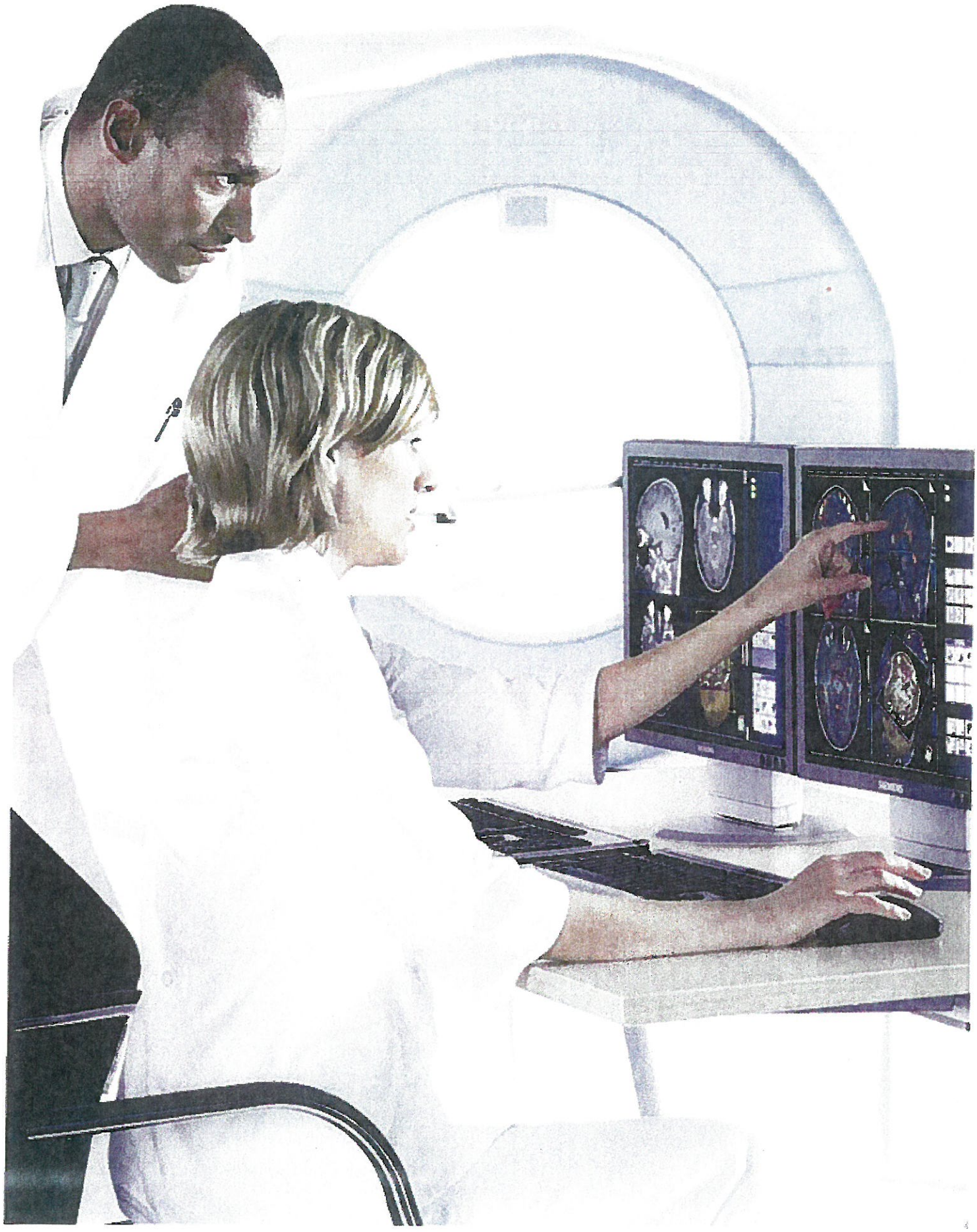
Map tissue T1, T2 and T2* in cartilage, liver and any body region in minutes. Detect subtle pathologies with confidence and determine the best course of treatment for conditions such as osteo-arthritic pathology at an early stage with ***syngo* MapIt**.



Cho/Cr metabolite map, 2D CSI spectral map and single spectrum acquired with the 12ch Head Matrix coil. The voxel size was 10x10x15 mm. TE was 30 and 20 ms for the SE (left) and the STEAM (right) acquisitions respectively

syngo Matrix Spectroscopy

Enjoy high signal level and clearer metabolite assessment. Acquire single and multi voxel spectroscopy faster. Make post-processing easier than ever with one click, thanks to ***syngo* Matrix Spectroscopy**.



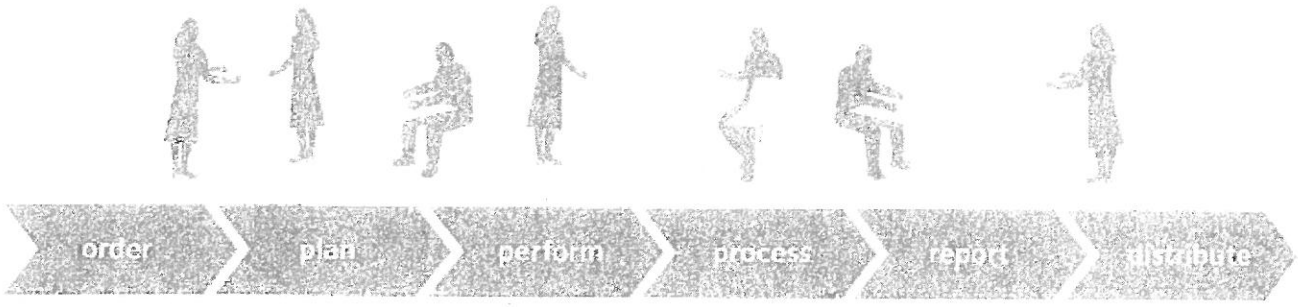
With the power of Tim and the simplicity of ***syngo***, MAGNETOM Verio streamlines the entire radiology process, from ordering through planning, performing exams, processing, reporting and distribution.

For seamless workflow at the scanner.

- Expand capabilities with virtually no learning curve with ***syngo***, our highly intuitive cross-modality user interface, is the basis for all MAGNETOM Verio applications. Enabling you to expand your capabilities in every clinical MR field.
- Keep on working during reconstruction and display images immediately, rather than wait for post-processing, using **Inline Technology**.
- Reproduce slice positioning in the head and spine. No manual adjustments are required. **AutoAlign** makes it easy to standardize exams so follow-ups provide reliable comparisons.

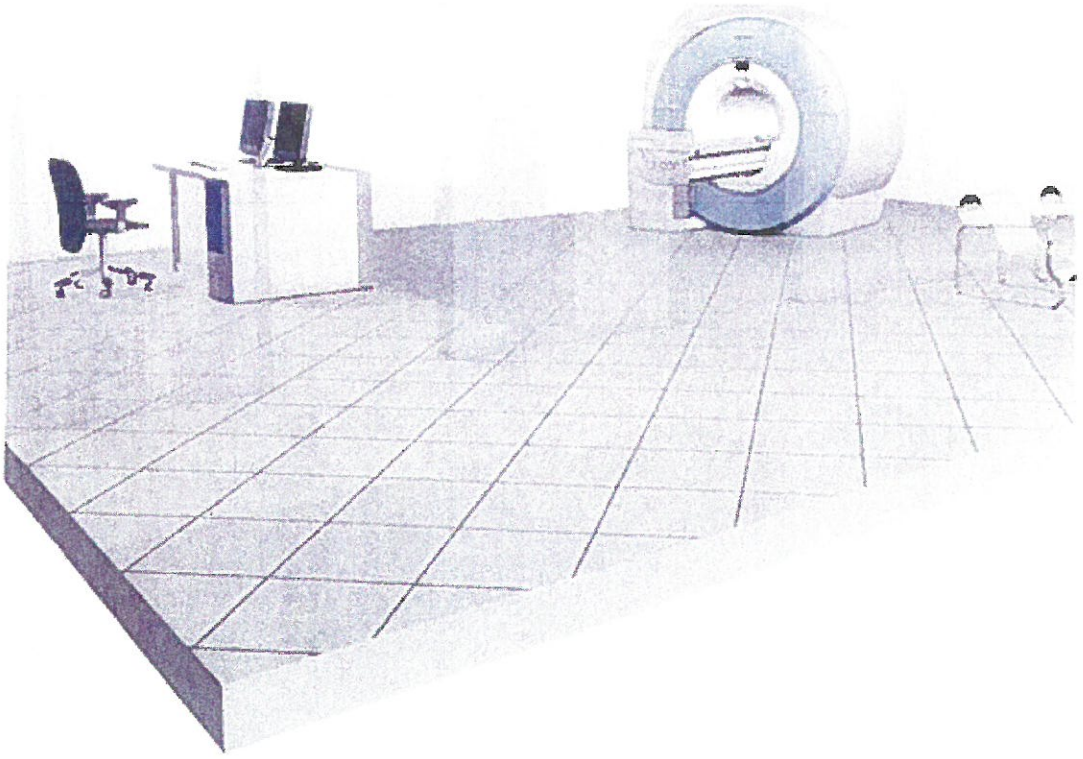
For seamless workflow beyond the scanner.

- Exchange and retrieve entire protocol information in an easy drag-and-drop step. **Phoenix** and **PhoenixZIP** make it easy to access standard protocols that make exams more reproducible.
- Get second opinions and answers to clinical questions while a patient is being scanned. Using ***syngo*** **Expert-i**, physicians and experts can remotely access the MR suite from anywhere in the network.



Short, light and easy to install

MAGNETOM Verio is the shortest 3T system available today and has an ultra-light weight magnet. You spend less from the start because the system's size, weight, and stray field minimize siting requirements and costs without compromising performance.



Footprint
Same as 1.5T system

Magnet Weight
6 tons

System Length
173 cm

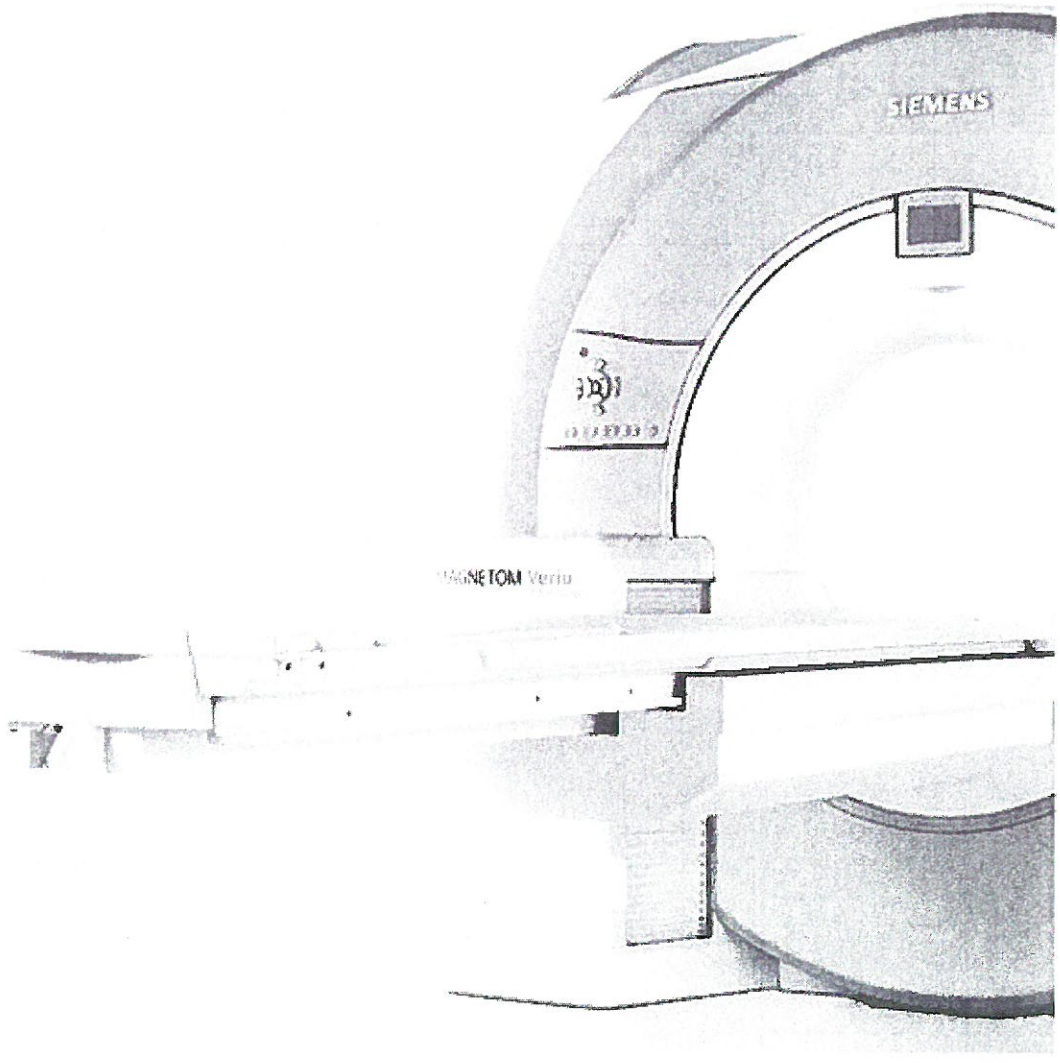
Stray Field
4.7 m x 2.6 m

Total Installation Area
33 m² (1.5T footprint)

Gradient Power
45mT/m @ 200mT/m/s
with up to FoV 50 cm

The MAGNETOM Verio offers greater patient access and comfort made possible by the 70 cm Open Bore resulting in higher throughput and more referrals. Patients of various shapes and sizes (up to 250 kg or 550 lbs) feel less discomfort and anxiety, reducing the need for sedation and minimizing claustrophobic rejections. In addition, Tim technology helps increase throughput and shortens scan time, which creates an opportunity to increase your procedure volume.

In today's competitive market MAGNETOM Verio gives you the opportunity to truly differentiate your practice. 3T + 70 cm + Tim and cutting edge applications all adds up to more marketability, more recognition and more referrals.



Service beyond the smile

Everybody smiles when the contract is signed, but a real collaboration includes strong support that lasts well beyond the sale.

- Ease your transition to 3T and get the most out of your system, from the time of purchase and grow continuously with our 3T Fellowships and a wide range of training courses.
- Get real-world support from other uses and download protocols as part of the MAGNETOM World online community.
- Remain at the cutting edge of technology well into the future with *syngo* Evolve, our obsolescence protection program.

Perfect fit for your business

Your bottom line has always been part of our equation. Siemens designed and manufactured MAGNETOM Verio to be the most feature-rich 3T system on the market, putting you ahead of the competition today and keeping you at the forefront of MRI tomorrow.

The industry trend is clear. The competitive advantage goes to those who can offer the widest range of applications to the greatest number of patients.

3T + 70 cm + Tim

Clinical perspective

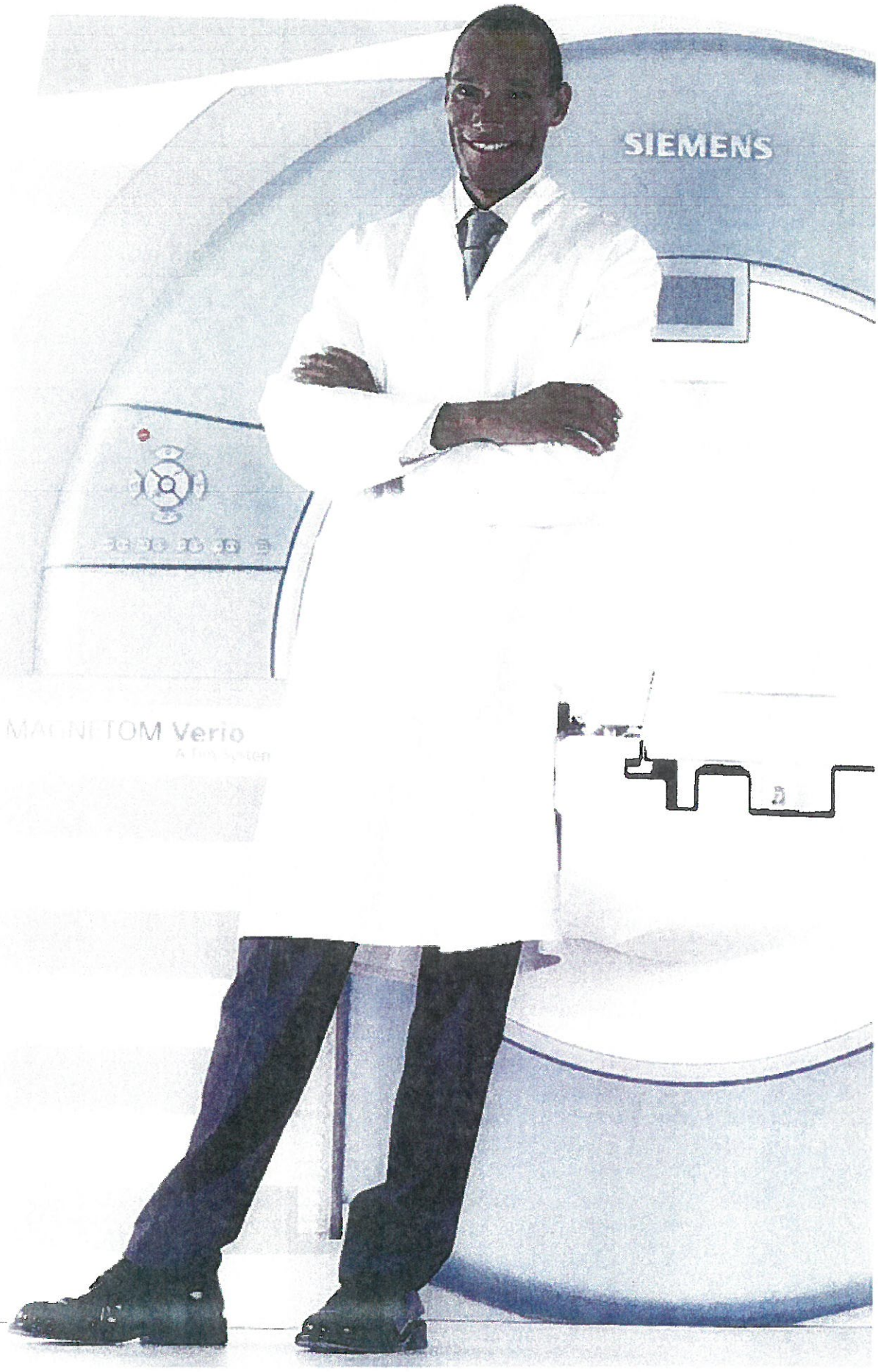
- Benefit from 3T field strength, resolution and speed
- Accommodate a wider range of patients with Open Bore
- Improve your accuracy, speed and flexibility with Tim technology

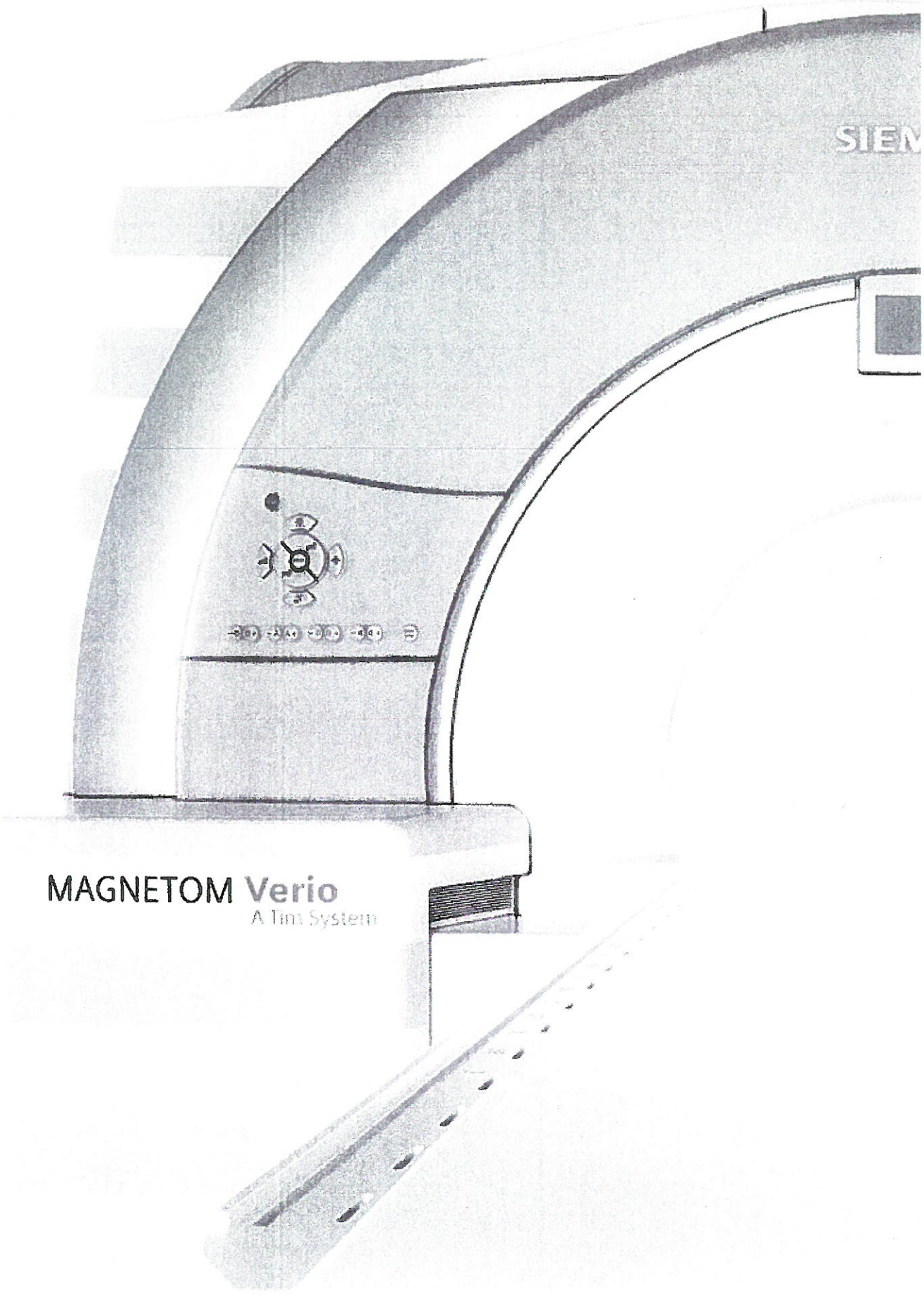
Patient perspective

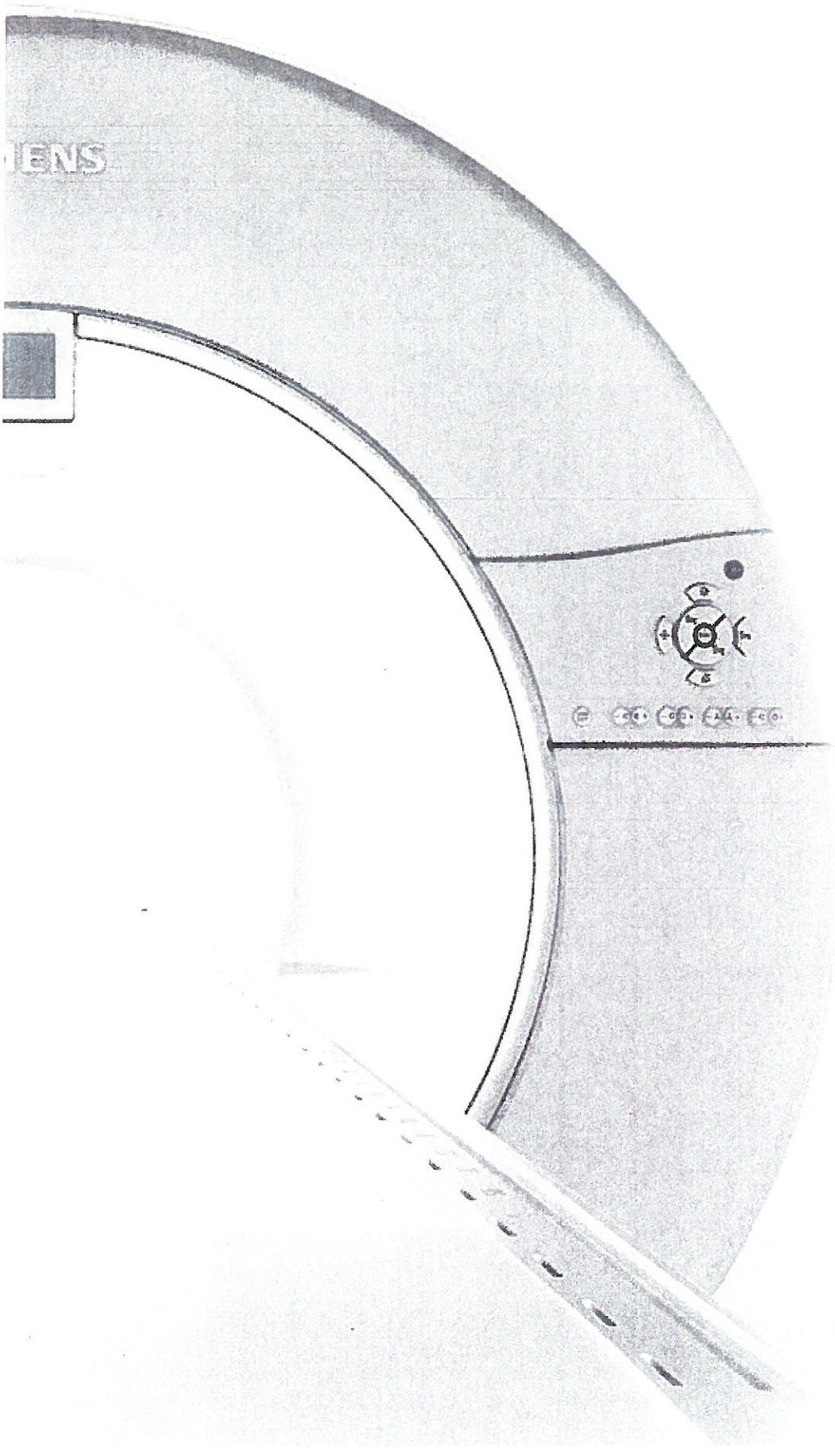
- Make exams more comfortable with Open Bore and lightweight coils
- Avoid patient repositioning with Tim flexible coil combination
- Speed exams without compromised quality using Tim technology

Business perspective

- Maximize volume and referrals by scanning a broader range of patients
- Increase throughput thanks to clinical versatility and productivity powered by 3T + 70 cm + Tim
- Minimize siting and operating costs by choosing the shortest, ultra-light magnet with zero helium boil-off and that fits into a 1.5T footprint


SIEMENS
MAGNETOM Verio


MAGNETOM Verio
A Tim System



Are you ready
to become part of
the equation?

The information in this document contains general descriptions of the technical options available, which do not always have to be present in individual cases. The required features should therefore be specified in each individual case at the time of closing the contract.

Siemens reserves the right to modify the design and specifications contained herein without prior notice. Please contact your local Siemens Sales representative for the most current information.

syngo Evolve Package: In the event that upgrades require FDA approval, Siemens cannot predict whether or when the FDA will issue its approval. Therefore, if regulatory clearance is obtained and is applicable to this package, it will be made available according to the terms of this offer.

Note: Any technical data contained in this document may vary within defined tolerances. Original images always lose a certain amount of detail when reproduced.

Please find fitting accessories:
www.siemens.com/medical-accessories

Order No. A91MR-710-2C-7600
Printed in Germany
CC MR 00710 WS 09075.

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www.siemens.com/medical

www.siemens.com/medical

Attachment 5

Equipment Price Quotation

SIEMENS

Siemens Medical Solutions USA, Inc.

51 Valley Stream Parkway, Malvern PA 19355

CAROLINAS HEALTHCARE SYSTEM

1000 BLYTHE BLVD
CHARLOTTE, NC 28203

PROPOSAL REFERENCE
Proposal: 1-9LNAQ4 Date: 6/16/2008
Siemens' REPRESENTATIVE
Edwin Winicki

LOCAL SALES OFFICE: Carolinas
Siemens Medical Solutions USA, Inc.
51 Valley Stream Parkway, Mail Stop K14
Malvern, PA 19355
Phone: (302) 631-6650 Fax: (866) 486-3602

ALL INQUIRIES SHOULD BE DIRECTED TO THE LOCAL SALES OFFICE AND SHOULD SPECIFY THE QUOTE # AND REVISION #

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.

MAGNETOM Verio

This quote is based upon standard delivery terms and conditions (e.g., standard work hours, first floor delivery, etc.), basic rigging, mechanical installation and calibration. Siemens Medical Solutions USA, Inc. Project Management shall perform a site-specific assessment to ascertain any variations that are out of scope and not covered by the standard terms (examples such as, but not limited to: larger crane, nonstandard work hours, removal of existing equipment, etc.). Any noted variations identified by Siemens Project Management shall remain the responsibility of the customer and will be subject to additional fees.

DELIVERY SUBJECT TO AVAILABILITY
FREIGHT CHARGES AND TAXES, IF ANY, ARE PAYABLE UPON RECEIPT OF INVOICE.
WARRANTY: See specific product line attachment definitions.
THIS QUOTATION IS IN US DOLLARS AND IS VALID FOR 45 DAYS.
TERMS OF PAYMENT: 00% Down, 90% Delivery, 10% Installation

Siemens Medical Solutions USA, Inc.

SUBMITTED BY: _____ (signature)
NAME: Edwin Winicki
TITLE: Siemens' REPRESENTATIVE
DATE: 6/16/2008

CUSTOMER'S ACCEPTANCE:

BY: _____ (signature)
NAME: _____
TITLE: _____
DATE: _____

SIEMENS

Siemens Medical Solutions USA, Inc.

51 Valley Stream Parkway, Malvern PA 19355

CAROLINAS HEALTHCARE SYSTEM

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CHARLOTTE, NC 28203

PROPOSAL REFERENCE
Proposal: 1-9LNAQ4 Date: 6/16/2008

Quote #	Quote Name	Revision	Terms of Payment
1-ASWG11	MAGNETOM Verio	2	00% Down, 90% Delivery, 10% Installation

FOB: Destination

RELEVANT Items for Quote #1-ASWG11 Revision 2 (Included in Contract Total)

Qty	Part #	Description	Extended Net Price

MAGNETOM Verio

1 **14407300** **MAGNETOM Verio - System**

MAGNETOM Verio - System Siemens is the proven innovator that brings 3T field strength, 70 cm Open Bore and Tim (Total imaging matrix) together in one powerful system, MAGNETOM Verio. Powerful. . Comfortable. Today's market demands MRI systems that deliver high performance and a large application range while also representing a sound investment for the future: - More than 10 years of experience in 3T, including the introduction of the world's first 3T whole-body MRI with Open Bore - Unique Tim™ technology that expands the potential of 3T - 3TCare, the most comprehensive solution for Specific Absorption Rate (SAR) enabling maximum efficiency MAGNETOM Verio Brings New Benefits - A unique combination of 3T and 70 cm Open Bore - A new short, ultra-light magnet with zero helium boil-off - Large field of view, which supports a full range of clinical applications - Better image quality by reducing unusable edges due to unique cylindrical homogeneity made possible by the TrueForm™ magnet design - Higher speed and superb image quality powered by a new VQ-engine gradient. The system including magnet, electronics and control room can be installed in 33 sqm space. The basic system include: - Short 173 cm long, whole-body superconductive 3T magnet - Actively shielded water-cooled Siemens

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RELEVANT Items for Quote #1-ASWG11 Revision 2 (Included in Contract Total)

Qty	Part #	Description	Extended Net Price

gradient system - Digital RF Transmit and Receive System - RF Coils - High performance host computer and image processor - syngo MR SW including Inline Technology, 1D/2D PACE, iPAT and Phoenix - Tim Application Suite including the dedicated Neuro Suite, Angio Suite, Cardiac Suite, Body Suite, Onco Suite, Breast Suite, Ortho Suite, Pediatric Suite and Scientific Suite. For system cooling either the predefined chiller option or the Separator is required.

1 **14405343** **I-class #Tim**

I-class is the new generation of Tim-based MRI scanners, which enables innovative applications and workflow efficiency. The I-class package comprises: - 3D Distortion Correction - MPPS - ImageFilter SW - PhoenixZIP - DICOM Study Split

1 **14409111** **Tim [102x18] VQ-engine #V**

Tim [102x18] VQ-engine performance level Tim [102x18] is Total imaging matrix with 102 seamlessly integrated coil elements, combinable to 18 RF channels. It is for demanding high-end applications and optimized throughput. Tim [102x18] has flexibility in Parallel Imaging. Maximum SNR is ensured through the matrix coil technology. VQ-engine Gradient System with noise reduction features. Innovative integrated measures comprehensively reduce acoustic noise without compromising strongest gradient performance.

1 **14409114** **Cover Zebra #V**

The color of the main face plate cover with integrated control panel and table display is Translucent Teal. The table elevator cover and adjoining upper left cover are presented in an optically appealing Zebra design, consiting of horizontal white and light grey stripes.

1 **14409118** **Standard Patient Matrix Table #V**

The patient table is mounted directly to the magnet assembly. The table can support up to 250 kg (551 lbs) patients with unrestricted vertical and horizontal movement.

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RELEVANT Items for Quote #1-ASWG11 Revision 2 (Included in Contract Total)

Qty	Part #	Description	Extended Net Price
1	08464872	**PC Keyboard US english #Av**	
	Standard PC keyboard with 101 keys.		
1	14401573	**PMU Wireless Physio Control #TATS,S**	
	Physiological Measurement Unit (PMU) - Wireless Physio Control for wireless triggering, synchronizes the measurement with the physiological cycles of cardiac and/or respiratory motion. Wireless technology for all sensors allows fast and easy patient set-up and comfort, and robust cardiac or respiratory signal transmission as it eliminates the need to attach cables to the patient. The Wireless Physio Control contains wireless VCG, respiration and pulse sensors and a charging station as all sensors are powered by rechargeable batteries.		
1	14402526	**BLADE #Tim**	
	Motion and flow insensitive multi-shot Turbo Spin Echo (TSE) sequence for all body regions with optional inter-shot motion correction.		
1	14401553	**Inline Diffusion #TATS**	
	Automatic real-time calculation of trace-weighted images and ADC maps with Inline technology. Compatible to single-shot diffusion-weighted EPI.		
1	14401503	**Diffusion Tensor Imaging #Tim**	
	Single Shot EPI sequence for measuring diffusion-weighted data sets with up to 256 directions of diffusion weighting. Based on these data sets, the diffusion tensor itself and parametric maps derived from it (e.g. fractional anisotropy) are calculated automatically and in real-time. The package supports both the clinical applications (e.g. diseases of the white matter) and advanced research applications.		

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Qty	Part #	Description	Extended Net Price
1	14401504	DTI Evaluation #Tim	

Task card for advanced post-processing and visualization of Diffusion Tensor Imaging (DTI) data. DTI Evaluation enables calculation of different diffusion parameter maps and joint ROI-based evaluation of parameter images and anatomical images, as well as color-coded display and fused 3D visualization in the anatomical context.

1	14405337	DTI Tractography syngo #Tim	

syngo DTI Tractography allows the visualization of multiple white matter tracts of the human brain based on diffusion tensor imaging data. DTI Tractography is optimized to support the presurgical planning and to allow for neuro physiological research with respect to connectivity and white matter pathology. The option syngo DTI Evaluation is a prerequisite for DTI Tractography. - Advanced 3D visualization of white matter tracts in the context of 2D or 3D anatomical datasets and DTI datasets (also fMRI results if the option "BOLD 3D Evaluation" is present) - Interactive QuickTracking displays the tract originating from the mouse pointer position while moving over the DTI data set. - Texture Diffusion, a highly versatile in-plane visualization of white matter tracts, allows to display and read DTI Tractography results on PACS reading stations and in the OR. - Seed points for tracking with single ROI and with multiple ROIs to assess connectivity. - Tract and seeding ROI statistics (mean/max FA value, min/mean/max ADC value, ...).

1	14401554	Inline Perfusion #TATS	

Automatic real-time calculation of Global Bolus Plot (GBP), Percentage of Baseline at Peak map (PBP), and Time-to-Peak map (TTP) with Inline technology.

1	07365567	Neuro Perfusion Evaluation syngo DMC#MR	

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Qty	Part #	Description	Extended Net Price

1 14402527 SWI #Tim

Susceptibility Weighted Imaging is a high-resolution 3D imaging technique for the brain with ultra-high sensitivity for microscopic magnetic field inhomogeneities caused by deoxygenated blood, products of blood decomposition and microscopic iron deposits. Among other things, the method allows for the highly sensitive proof of cerebral hemorrhages and the high-resolution display of venous cerebral blood vessels.

1 14401555 Inline BOLD Imaging #TATS

Inline technology enables the automatic real-time calculation and display of statistical (t-value) images during the measurement of BOLD paradigms (including 3D motion correction and spatial filtration). The mosaic image format is supported. Clinical protocols are prepared (e.g. motorized, visually). With Inline BOLD Imaging, functional brain mapping can be optimally integrated into clinical routine, e.g. prior to neurosurgical interventions.

1 14405330 3D PACE syngo #Tim

3D PACE (Prospective Acquisition CorrEction) enhances Inline BOLD imaging with motion correction during the acquisition of a BOLD exam. In contrast to a retrospective motion correction that corrects previously acquired data, the unique 3D PACE tracks the head of the patient, correcting for motion in real time during the acquisition.

1 14405332 BOLD 3D Evaluation syngo #Tim

BOLD 3D Evaluation syngo is the comprehensive processing and visualization package for BOLD fMRI. It provides a full set of features for clinical fMRI, as well as advanced features for more research oriented applications. This package provides statistical map calculations from BOLD datasets and enables the visualization of task-related areas of activation with 2D or 3D anatomical data, allowing the spatial relation of eloquent cortices with cortical landmarks or brain lesions. The unique inline function of BOLD 3D Evaluation merges, in real time, the results of ongoing BOLD imaging measurements with 3D anatomical data. Additionally, evolving signal time courses in task-related areas of activation can be displayed and monitored. Functional and anatomical image data

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Qty	Part #	Description	Extended Net Price

can be exported for surgical planning as DICOM datasets (syngo MR B13), additionally all color fused images and results can be stored or printed. Inline BOLD Imaging is a prerequisite for BOLD 3D Evaluation. - Statistical map generation: paradigm definition, calculation of t-value (General Linear Model (syngo MR B13) or t-test) - 3D Visualization: fused display of fMRI results, color t-value maps on anatomical datasets - Inline 3D real time monitoring of the fMRI acquisition - On-the-Fly Adjustment for t-value thresholding, 3D clustering, and opacity control - Data export to neurosurgical planning software (syngo MR B13) - Analysis of Signal Time Courses - Data Quality Monitoring: B0 field map, Cine display of the BOLD time series (syngo MR B13)

1 **14401557** **Single Voxel Spectroscopy #TATS**

Integrated software package including sequences and protocols for proton spectroscopy to examine metabolic changes in the brain (e.g. in tumors and degenerative diseases).

1 **07365385** **Spectroscopy Evaluat.syngo DMC#H,S,SON,A**

1 **14401558** **Chemical Shift Imaging #TATS**

Integrated software package with sequences and protocols for proton chemical shift imaging (CSI) to examine metabolic changes in the brain (e.g. in tumors and degenerative diseases).

1 **14401562** **CISS & DESS #TATS**

Advanced 3D imaging sequences and protocols which are unique to Siemens: - 3D DESS and - 3D CISS

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RELEVANT Items for Quote #1-ASWG11 Revision 2 (Included in Contract Total)

Qty	Part #	Description	Extended Net Price
1	14409126	**Body Matrix Coil #V**	

The multi-element Matrix coil technology is an essential part supplementing the most innovative Total imaging matrix. Matrix coils have multiple receive coil elements that can be clustered in groups. Each receive coil element is equipped with a low noise preamplifier to maximize signal-to-noise ratio. The Body Matrix Coil features: - 6-element design with 6 integrated preamplifiers, with 2 clusters of 3 elements each - Operated depending on the Matrix Coil Mode as a 2-channel coil (CP Mode), 4-channel coil (Dual Mode) or 6-channel coil (Triple Mode) - Operates in an integrated fashion with the Spine Matrix coil (2 rings of 6 elements each = 12-element design) - Can be combined with further Body Matrix coils for larger coverage - No coil tuning - iPAT-compatible Applications: - Thorax (incl. heart) - Abdomen - Pelvis - Hip Can be combined with: - Head Matrix coil - Neck Matrix coil - Spine Matrix coil - Additional Body Matrix coils (typically 2-3 in total) for additional anatomical coverage - PA Matrix coil (Peripheral Angio Matrix; optional)

1	14409128	**8-channel Knee Coil #V**	

The 8-channel Knee Coil is an IPAT compatible no tune transmit/receive coil for knee joint examinations.

1	14409129	**Shoulder Array Coil #V**	

Receive array coil consisting of two different sized, anatomically adapted coil tops attached to a base plate, either for the left or for the right shoulder.

1	14409178	**Patient Supervision TV #V**	

Special video camera for monitoring the patient during an MR examination, harmoniously integrated in the rear magnet cover ring.

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PROPOSAL REFERENCE
Proposal: 1-9LNAQ4 Date: 6/16/2008

RELEVANT Items for Quote #1-ASWG11 Revision 2 (Included in Contract Total)

Qty	Part #	Description	Extended Net Price

MR Console Tables and Containers

1 **14407258** **MR Workplace Table 1.2m**

Table suited for syngo Acquisition Workplace and syngo MR Workplace based on syngo Hardware.

1 **14407261** **MR Workplace Container, 50cm**

50 cm wide extra case for the syngo host computer with sliding front door to allow change of storage media (CD/DVD/USB).

1 **14409149** **Cable Set syngo 11/9 #V**

Cable length inside the cabin 11 m, cable length outside the cabin 9 m. Inclusive Ethernet Twisted Pair Adapter and 10 m cable.

1 **05672105** **Helium Fill 30/60 H,S,SON**

1 **14402481** **Separator #TATS**

The SEP (Separation cabinet) has to be used if a central hospital chilled water supply is available or if a chiller of any brand/type is already available. In theses cases, the primary water specifications must fulfill the requirements (e.g. 60kW heat dissipation; 90l/min flow; 6 to 12°C water temperature; ph value 6 to 8). Dimension: 1800mm x 650mm x 650mm (height x width x depth) Weight: 400kg

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Qty	Part #	Description	Extended Net Price
1	08857828	UPS Cable #Tim	

Power cable for the UPS-system UPS Powerware PW 9125-3000i (8857810) at the ACC of the MAGNETOM Tim systems for backing up the computer. Standard cable length 9 m.

MAGNETOM Verio - Local

1	MR_STD_RIG_INST	MR Standard Rigging and Installation	
1	MR_PM	MR Project Management	

MR Clinical Education - Local

1	MR_INITAL_32	Initial onsite training 32 hrs	

SIEMENS

Siemens Medical Solutions USA, Inc.
51 Valley Stream Parkway, Malvern PA 19355

CAROLINAS HEALTHCARE SYSTEM

1000 BLYTHE BLVD
CHARLOTTE, NC 28203

PROPOSAL REFERENCE
Proposal: 1-9LNAQ4 Date: 6/16/2008

RELEVANT Items for Quote #1-ASWG11 Revision 2 (Included in Contract Total)

Qty	Part #	Description	Extended Net Price
1	MR_FOLLOWUP_24	Follow-up training 24 hrs	
1	MR_SYNGO_BCLS	Basic syngo MR Class	
1	MR_SYNGO_BCLS	Basic syngo MR Class	
1	MR_ADD_32	Additonal onsite training 32 hours	
1	MR_MISC_MATERIAL	NC State Ground Leakage Resting $3,000	
1	4MR5142869	Armrest #MR	
1	PWR9125H3000	Powerware 9125 3000i - 3kVA UPS plusEBM	

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PROPOSAL REFERENCE
Proposal: 1-9LNAQ4 Date: 6/16/2008

RELEVANT Items for Quote #1-ASWG11 Revision 2 (Included in Contract Total)

Qty	Part #	Description	Extended Net Price
2	PWR9125CORD	Powerware Power Cord 9125-3kVA	

Quote #1-ASWG11 Extended Total: $1,620,000

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PROPOSAL REFERENCE
Proposal: 1-9LNAQ4 Date: 6/16/2008

Extended Contract Total: **$1,620,000**

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 modality purchase. All accessories can be purchased or financed as part of this order. To purchase accessories directly or to receive our accessory catalogs, please call us directly at 1-888-222-9944 ext. 7 or contact your local sales representative.

COMPLIANCE:

Notice: Compliance with legal and internal regulations is an integral part of all business processes at Siemens. Possible infringements can be reported to our Helpdesk "Tell us" at www.siemens.com/tell-us.

SIEMENS

Siemens Medical Solutions USA, Inc.

51 Valley Stream Parkway, Malvern PA 19355

Terms and Conditions of Sale

1. GENERAL

1.1 Contract Terms. These terms and conditions constitute an integral part of any contract between the Seller identified on the first page hereof to sell products ("Products") and Purchaser and shall govern the sale of the Products. Seller shall not be bound by, and specifically objects to, any terms, conditions or other provisions which are different from or in addition to the provisions of this Agreement (whether or not it would materially alter this Agreement) which is proffered by Purchaser in any purchase order, receipt, acceptance, confirmation, correspondence or otherwise (even if provided to Seller concurrently with this Agreement), unless Seller specifically agrees to any such provision in a writing signed by Seller. Neither Seller's lack of objection to any such terms, nor delivery of the Products or provision of any services hereunder, shall constitute the agreement of Seller to any such terms. Products may contain used, reworked or refurbished parts and components that comply with performance and reliability specifications and controls. Purchaser acknowledges that this is a commercial and not a consumer transaction.

1.2 Acceptance. An order shall be binding on Seller only after a credit approval and an order confirmation have been issued by Seller, and shall be subject to Seller's on-going credit review and approval. Acceptance is expressly made conditional on Purchaser's acceptance of these terms and conditions. Purchaser shall be deemed to have assented to, and 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 subject to this Agreement; Purchaser's issuance of a purchase order for any Products identified on Seller's quotation or proposal; or delivery of the Products to the common carrier for shipment pursuant hereto.

1.3 Refurbished/Used Products. For Products identified on the Agreement as used or refurbished Products, these Products have been previously owned and used. When delivered to Purchaser, the Products may have received mechanical, electrical and/or cosmetic reconditioning, as needed, and will comply with the manufacturer's specifications. Since pre-owned Products may be offered simultaneously to several customers, the sale of such Products to Purchaser cannot be guaranteed and is subject to continuing availability at the time Purchaser accepts Seller's offer to sell the Products. If the Products are no longer available, Seller will use its best efforts to identify other products in its inventory that may be suitable for purchase by Purchaser, and if substitute products are not acceptable to Purchaser, then Seller will cancel the order and refund to Purchaser any deposits previously paid. The warranty period for any used or refurbished Products will be separately stated on the Quotation.

1.4 Third Party Products. If this Agreement includes the sale of third party products not manufactured by Seller and not required for the operation and use of the Products, then Purchaser agrees and acknowledges that (a) Purchaser has made the selection of these products on its own, (b) the products are being acquired by Seller solely at the request of and for the benefit of Purchaser, in order to eliminate the need for Purchaser to issue a separate purchase order to the manufacturer of the products, (c) no representation, warranty or guarantee has been made by Seller with respect to the products, (d) the obligation of Purchaser to pay Seller for the products is absolute and unconditional , (f) Purchaser will assert no claim whatsoever against the Seller with respect to the products, and will look solely to the manufacturer regarding any such claims, and (g) Purchaser will indemnify and hold Seller harmless from and against any and all claims, regardless of the form of action, related to, resulting from or caused by the products or any work or service provided by the manufacturer of the products or any other party.

2. PRICES

2.1 Quotations. Unless otherwise agreed to in writing or set forth in the quotation, all prices quoted by Seller are based on U.S. dollars, and include standard and customary packaging. F.O.B. terms are set forth in Section 6.2 hereof. Domestic prices apply only to purchasers located in, and who will use the Products in, the U.S. International prices apply to all purchasers located outside of, or who will use or ship or facilitate shipment of the Products outside of, the U.S. Unless otherwise stated, the quotation shall only be valid for forty-five (45) days from the date of the quotation.

2.2 Delay in Acceptance of Delivery. Should the agreed delivery date be postponed by Purchaser, Seller shall have the right to deliver to storage at Purchaser's risk and expense, and payments due upon delivery shall become due when Seller is ready to deliver.

2.3 Escalation. Unless otherwise agreed to in writing, except as to goods to be delivered within six (6) months of Seller's acceptance of Purchaser's order, Seller reserves the right to increase its prices to those in effect at the time of shipment.

3. TAXES

3.1 Any sales, use or manufacturer's tax which may be imposed upon the sale or use of Products, or any property tax levied after readiness to ship, or any excise tax, license or similar fee required under this transaction, shall be in addition to the quoted prices and shall be paid by Purchaser. Notwithstanding the foregoing, Seller agrees to honor any valid exemption certificate provided by Purchaser.

4. TERMS OF PAYMENT; DEFAULT

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

4.2 Late Payment. A service charge of 1½% per month, not to exceed the maximum rate allowed by law, shall be made on any portion of Purchaser's outstanding balance which is not paid within thirty (30) days after invoice date, which charge shall be determined and compounded on a daily basis from the due date until the date paid. Payment of such service charge shall not excuse or cure Purchaser's breach or default for late payment. In addition, in the event that Purchaser fails to make any payment to Seller within this thirty (30) day period, including but not limited to any payment under any service contract, promissory note or other agreement with Seller, then Seller shall have no obligation to continue performance under any agreement with Purchaser.

4.3 Payment of Lesser Amount. If Purchaser pays, or Seller otherwise receives, a lesser amount than the full amount provided for under this Agreement, such payment or receipt shall not constitute or be construed other than as on account of the earliest amount due Seller. Seller may accept any check or payment in any amount without prejudice to Seller's right to recover the balance of the amount due or to pursue any other right or remedy. No endorsement or statement on any check or payment or in any letter accompanying a check or payment or elsewhere shall constitute or be construed as an accord or satisfaction.

4.4 Where Payment Due Upon Installation or Completion. Should any terms of payment provide for either full or partial payment upon installation or completion of installation or thereafter, and the installation or completion is delayed for any reason for which Seller is not responsible, then the Products shall be deemed installed upon delivery and, if no other terms were agreed upon in writing signed by the parties, the balance of payments shall be due no later than thirty (30) days from delivery regardless of the actual installation date.

4.5 Default. Each of the following shall constitute an event of default under this Agreement: (i) a failure by Purchaser to make any payment due Seller within ten (10) days of receipt of notice of non-payment from Seller; (ii) a failure by Purchaser to perform any other obligation under this Agreement within thirty (30) days of receipt of notice from Seller; (iii) a default by Purchaser or any affiliate of Purchaser under any other obligation to or agreement with Seller, Siemens Financial Services, Inc. or Siemens Medical Solutions Health Services Corporation, or any assignee of the foregoing (including, but not limited to, a promissory note, lease, rental agreement, license agreement or purchase contract); or (iv) the commencement of any insolvency, bankruptcy or similar proceedings by or against the Purchaser (including any assignment by Purchaser for the benefit of creditors). Upon the occurrence of any event of default, at Seller's election: (a) the entire amount of any indebtedness and obligation due Seller under this Agreement and interest thereon shall become immediately due and payable without notice, demand, or period of grace; (b) Seller may suspend the performance of any of Seller's obligations hereunder, including, but not limited to, obligations relating to delivery, installation and warranty services; (c) Purchaser shall put Seller in possession of the Products upon demand; (d) Seller may enter any premises where the Products are located and take

Terms and Conditions of Sale

possession of the Products without notice or demand and without legal proceedings; (e) at the request of Seller, Purchaser shall assemble the Products and make them available to Seller at a place designated by Seller which is reasonable and convenient to all parties; (f) Seller may sell or otherwise dispose of all or any part of the Products and apply the proceeds thereof against any indebtedness or obligation of Purchaser under this Agreement (Purchaser agrees that a period of 10 days from the time notice is sent to Purchaser shall be a reasonable period of notification of sale or other disposition of the Products by or for Seller); (g) if this Agreement or any indebtedness or obligation of Purchaser under this Agreement is referred to an attorney for collection or realization, Purchaser shall pay to Seller all costs of collection and realization (including, without limitation, a reasonable sum for attorneys' fees, expenses of title search, all court costs and other legal expenses) incurred thereby; and (h) Purchaser shall pay any deficiency remaining after collection of or realization by Seller on the Products

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

5. EXPORT TERMS

5.1 Unless other arrangements have been made, payment on export orders shall be made by irrevocable confirmed letter of credit, payable in U.S. dollars against Seller's invoice and standard shipping documents. Such letter of credit shall be in an amount equal to the full purchase price of the Products and shall be established in a U.S. bank acceptable to Seller. Purchaser shall procure all necessary permits and licenses for shipment and compliance with any governmental regulations concerning control of final destination of Products.

5.2 Purchaser shall not, directly or indirectly, violate any U.S. law, regulation or treaty, or any other international treaty or agreement, relating to the export or reexport of any Product or associated technical data, to which the U.S. adheres or with which the U.S. complies. Purchaser shall defend, indemnify and hold Seller harmless from any claim, damage, liability or expense (including but not limited to reasonable attorney's fees) arising out of or in connection with any violation of the preceding sentence. If Purchaser purchases a Product at the domestic price and exports such Product, or transfers such Product to a third party for export, outside of the U.S., Purchaser shall pay to Seller the difference between the domestic price and the international retail price of such Product pursuant to the payment terms set forth herein. Purchaser shall deliver to Seller, upon Seller's request, written assurance regarding compliance with this section in form and content acceptable to Seller.

6. DELIVERY, RISK OF LOSS

6.1 Delivery Date. Delivery and completion schedules are approximate only and are based on conditions at the time of acceptance of Purchaser's order by Seller. Seller shall make every reasonable effort to meet the delivery date(s) quoted or acknowledged, but shall not be liable for any failure to meet such date(s). Partial shipments may be made.

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

(a) For Products that do not require installation by Seller or its authorized agent or subcontractor, and for options and add-on products purchased subsequent to delivery and installation of Products purchased under this Agreement, delivery shall be complete upon transfer of possession to common carrier, F.O.B. Shipping Point, whereupon title to and all risk of loss, damage to or destruction of the Products shall pass to Purchaser.

(b) For Products that require installation by Seller or its authorized agent or subcontractor, delivery shall be complete upon delivery of the Products to Purchaser's designated site, F.O.B. Destination; title to and all risk of loss, damage to or destruction of such Products shall pass to Purchaser upon completion of the installation by Seller or its authorized agent or subcontractor.

(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 the Purchaser unless included in the purchase price or otherwise agreed to in writing by Seller. In the event of any loss or damage to any of the Products during shipment, Seller and Purchaser shall cooperate in making a claim against the carrier.

7. SECURITY INTEREST/FILING

7.1 From the F.O.B. point, Seller shall have a purchase money security interest in the Products (and all accessories and replacements thereto and all proceeds thereof) until payment in full by Purchaser and satisfaction of all other obligations of Purchaser hereunder. Purchaser hereby (i) authorizes Seller to file (and Purchaser shall promptly execute, if requested by Seller) and (ii) irrevocably appoints Seller its agent and attorney-in-fact to execute in the name of Purchaser and file, with such authorities and at such locations as Seller may deem appropriate, any Uniform Commercial Code financing statements with respect to the Products and/or this Agreement. Purchaser also agrees that an original or a photocopy of this Agreement (including any addenda, attachments and amendments hereto) may be filed by Seller as a Uniform Commercial Code financing statement. 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 written agreement.

8.2 Orders accepted by Seller are noncancellable by Purchaser except upon Seller's written consent and payment by Purchaser of a cancellation charge equal to 10% of the price of the affected Products, plus any shipping, insurance, inspection and refurbishment charges; the cost of providing any training, education, site evaluation or other services; 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 has been made.

8.3 Seller shall have the right to change the manufacture and/or design of its Products if, in the judgment of Seller, such change does not alter the general function of the Products.

9. FORCE MAJEURE

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

10. WARRANTY

10.1 Seller warrants that the Products manufactured by Seller and sold hereunder shall be free from defects in material or workmanship under normal use and service for the warranty period. Seller's obligation under this warranty is limited, at Seller's option, to the repair or replacement of the Product or any part thereof. Unless otherwise set forth in the Product Warranty attached hereto and incorporated herein by reference, the warranty period shall commence upon the earlier of the date that the Products have been installed in accordance with 12.6 hereof, which date shall be confirmed in writing by Seller, or first patient use, and shall continue for 12 consecutive months. Seller makes no warranty for any Products made by persons other than Seller or its affiliates, and Purchaser's sole warranty therefor, if any, is the original manufacturer's warranty, which Seller agrees to pass on to Purchaser, as applicable. The warranty provided by Seller under this Section 10 extends only to the original Purchaser, unless the Purchaser obtains the Seller's prior written consent with respect to any sale or other transfer of the Equipment during the term of the warranty.

10.2 No warranty extended by Seller shall apply to any Products which have been damaged by 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 equipment without Seller's prior written approval; which failed due to causes from within non-Seller supplied equipment; which have been damaged from the use of operating supplies or consumable parts not approved by Seller.

Terms and Conditions of Sale

In addition, no warranty extended by Seller shall apply to any transducer failure due to events such as cracking from high impact drops, cable rupture from rolling equipment over the cable, or delamination from cleaning with inappropriate solutions. Seller's obligation under this warranty is limited to the repair or replacement, at Seller's option, of defective parts. Seller may effectuate such repair at Purchaser's facility, and Purchaser shall furnish Seller safe and sufficient access for such repair. Repair or replacement may be with parts or products that are new, used or refurbished. Repairs or replacements shall not interrupt, extend or prolong the term of the warranty. Purchaser shall, upon Seller's request, return the noncomplying Product or part to Seller with all transportation charges prepaid, but shall not return any Product or part to Seller without Seller's prior written authorization. Purchaser shall pay Seller its normal charges for service and parts for any inspection, repair or replacement that is not, in Seller's sole judgment, required by noncompliance with the warranty set forth in Section 10.1. Seller's warranty does not apply to consumable materials, disposables, supplies, accessories and collateral equipment, except as specifically stated in writing or as otherwise set forth in the Product Warranty attached hereto and incorporated herein by reference, nor to products or parts thereof supplied by Purchaser.

10.3 This warranty is made on condition that immediate written notice of any noncompliance be given to Seller and Seller's inspection reveals that the Purchaser's claim is valid 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 full and free access to the Products, network cabling and communication equipment as is reasonably necessary for Seller to provide warranty service. This access includes establishing and maintaining connectivity to the Products via VPN IPsec Tunneling (non-client) Peer-to-Peer connection, modem line, internet connection, broadband internet connection or other secure remote access reasonably required by Seller, in order for Seller to provide warranty service, including remote diagnostics, monitoring and repair services.

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 other than during these times, such service can be made available at an additional charge, at Seller's then current rates. The obligations of Seller described in this section are Seller's only obligations and Purchaser's sole and exclusive remedy for a breach of product warranty.

10.6 SELLER MAKES NO WARRANTY OTHER THAN THE ONE SET FORTH HEREIN AND IN THE ATTACHED PRODUCT WARRANTY COVERING THE APPLICABLE PRODUCT CATEGORY. SUCH WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSES, AND SUCH CONSTITUTES THE ONLY WARRANTY MADE WITH RESPECT TO THE PRODUCTS AND ANY DEFECT, DEFICIENCY OR NONCONFORMITY IN ANY PRODUCT, SERVICE OR OTHER ITEM FURNISHED UNDER THIS AGREEMENT.

10.7 In the event of any inconsistencies between the terms of this Section 10 and the terms of the attached Product Warranty, the terms of the attached Product Warranty shall prevail.

11. LIMITATION OF LIABILITY

11.1 In no event shall Seller's liability hereunder exceed the actual loss or damage sustained by Purchaser, up to the purchase price of the Products.

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 INCIDENTAL, UNFORESEEN, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SALE OR USE OF THE PRODUCTS. This provision does not affect third party claims for personal injury arising as a result of Seller's negligence or product defect. **THE FOREGOING IS A SEPARATE, ESSENTIAL TERM OF THIS AGREEMENT AND SHALL BE EFFECTIVE UPON THE FAILURE OF ANY REMEDY, EXCLUSIVE OR NOT.**

12. INSTALLATION - ADDITIONAL CHARGES

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

12.2 Installation by Seller. If Seller specifies it will install the Products, the following applies: subject to fulfillment of the obligations set forth in 12.4 below, Seller shall install the Products covered hereby and connect same 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 technical personnel, prices shown include the cost thereof, provided that the installation and connection can be performed within the Continental United States or Puerto Rico and during normal business hours. Any overtime charges or other special expenses shall be additional charges to the prices shown.

12.3 Trade Unions. In the event that a trade union, or unions, or other local labor conditions prevent Seller from performing the above work with its own employees or contractors, then Purchaser shall either make all required arrangements with the trade union, or unions, to permit Seller completion of said work or shall provide the personnel, at Purchaser's sole cost and expense. Moreover, any additional cost incurred by Seller and related to such labor disputes shall be paid by the Purchaser and Seller's obligations under such circumstances will be limited to providing engineering supervision of installation and connection of Seller equipment to existing wiring.

12.4 Purchaser's Obligations. Purchaser shall, at its expense, provide all proper and necessary labor and materials for plumbing service, carpentry work, conduit wiring, and other preparations required for such installation and connection. All such labor and materials shall be completed and available at the time of delivery of the Products by Seller. Additionally, the Purchaser shall provide free access to the premises of installation and, if necessary, safe and secure space thereon for storage of Products and equipment prior to installation by Seller. Purchaser shall be responsible, at its sole cost and expense, for obtaining all permits, licenses and approvals required by any federal, sate or local authorities in connection with the installation and operation of the Products, including but not limited to any certificate of need and zoning variances. Purchaser shall provide a suitable environment for the Products and shall ensure, at its sole cost and expense, that its premises are free of asbestos, hazardous conditions and any concealed, unknown or dangerous conditions and that all site requirements are met. Seller shall delay its work until Purchaser has completed the removal of the asbestos or other hazardous materials or has taken any other precautions and completed any other work required by applicable regulations. Purchaser shall reimburse Seller for any increased costs and expenses incurred by Seller that are the result of or are caused by any such delay. In the event that Seller is requested to supervise the installation of the Products, it remains the Purchaser's responsibility to comply with local regulations. Seller is not an architect and all drawings furnished by Seller are not construction drawings.

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

12.6 Completion of Installation. Installation shall be complete upon the conclusion of final calibration and checkout under Seller 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, TRADEMARK 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 Product, or parts thereof, infringe upon the rights of others under any U.S. patent or copyright, Purchaser shall notify Seller immediately in writing. As to all infringement claims relating to Products or parts manufactured by Seller or one of its affiliates: (a) Purchaser shall give Seller information, assistance and exclusive authority to evaluate, defend and settle such claims.

(b) Seller shall then, at its own expense, defend or settle such claims, procure for the 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 the Purchaser less reasonable depreciation for Purchaser's use of the Products. The foregoing states Seller's entire obligation and liability, and the 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 the Purchaser, or if Purchaser modifies or combines, operates or uses the Products other than as specified by Seller or with any product, data, software, apparatus or program not provided or approved by Seller, then the indemnity obligation of Seller under Section 13.1 shall be null and void

Terms and Conditions of Sale

and should a claim be made that such Products infringe the rights of any third party under patent, trademark or otherwise, then Purchaser shall indemnify and hold Seller harmless against any liability or expense, including reasonable attorneys' fees, incurred by Seller in connection therewith

14. DESIGNS AND TRADE SECRETS; LICENSE; CONFIDENTIALITY

14.1 Any drawings, data, designs, software programs or other technical information supplied by Seller to Purchaser in connection with the sale of the Products are not included in the sale of the Products to Purchaser, shall remain Seller's property and shall at all times be held in confidence by Purchaser. Such information shall not be reproduced or disclosed to others without Seller's prior written consent.

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

14.3 Diagnostic/Maintenance Software is not included under 14.2 above, is available only as a special option under a separate Diagnostic Materials License Agreement and may be subject to a separate licensing fee.

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

15 ENGINEERING CHANGES

15.1 Seller makes no representation that engineering changes which may be announced in the future will be suitable for use on, or in connection with, the Products.

16. ASSIGNMENT

16.1 Neither party may assign any rights or obligations under this Agreement without the written consent of the other and any attempt to do so shall be void, except that Seller may assign this Agreement without consent to any subsidiary or affiliated company, and may delegate to authorized subcontractors or service suppliers any work to be performed under this Agreement so long as Seller remains liable for the performance of its obligations under this Agreement. This Agreement shall inure to and be binding upon the parties and their respective successors, permitted assigns and legal representatives. Seller shall have no obligations under this Agreement to any assignee of Purchaser that is not approved by Seller in advance

17. DAMAGES, COSTS AND FEES

17.1 In the event that any dispute or difference is brought arising from or relating to this Agreement or the breach, termination or validity thereof, the prevailing party shall NOT be entitled to recover from the other party any punitive damages. The prevailing party shall be entitled to recover from the other party all reasonable attorneys' fees incurred, together with such other expenses, costs and disbursements as may be allowed by law.

18. MODIFICATION

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

19. GOVERNING LAW; WAIVER OF JURY TRIAL

19.1 This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

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

20. COST REPORTING

20.1 Customer agrees that it will fully and accurately account for and report in all cost reports and otherwise fully and accurately disclose to federal and state health care program payors and fully and accurately reflect where and as appropriate to the applicable reimbursement methodology, all services and other items, including any and all discounts, received from Seller under this Agreement, in compliance with all applicable laws, rules and regulations, including but not limited to the Social Security Act and implementing regulations relating to Medicare, Medicaid and other federal and state health care reimbursement programs.

21. INTEGRATION

21.1 These terms and conditions, including any attachments or other documents incorporated by reference herein, constitute the entire agreement and the complete and exclusive statement of agreement with respect to the subject matter hereof, and supersede any and all prior agreements, understandings and communications between the parties with respect to the Products.

22. SEVERABILITY; HEADINGS

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

23. WAIVER

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

24. NOTICES

24.1 Any notice or other communication under this Agreement shall be deemed properly given if given in writing and delivered in person or mailed, properly addressed and stamped with the required postage, to the intended recipient at its address specified on the face hereof. Either party may from time to time change such address by giving the other party notice of such change in accordance with this section.

25. RIGHTS CUMULATIVE

25.1 The rights and remedies afforded to Seller under this Agreement are in addition to, and do not in anyway limit, any other rights or remedies afforded to Seller by any other agreement, by law or otherwise.

26. END USER CERTIFICATION

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

SIEMENS

Siemens Medical Solutions USA, Inc.

51 Valley Stream Parkway, Malvern PA 19355

Software License Schedule To The Siemens Medical Solutions USA, Inc. Terms and Conditions of Sale

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"**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.
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"**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.

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Revised 03-15-05

SIEMENS

Siemens Medical Solutions USA, Inc.

51 Valley Stream Parkway, Malvern PA 19355

MR Warranty Information

Product	Period of Warranty1	Coverage
MR System (not including consumables)	12 month	Full Warranty (parts & labor)

Post Warranty (after expiration of system warranty) – Replacement parts only!

Magnet	12 month	Parts only
Spare Parts	6 month	Parts only
Consumables	Not Covered	

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

Magnet extends to 60 month only if there is a Five Year Cryogen Supply Contract plus a Five Year Magnet Maintenance Agreement attached to the Service Agreement.

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

ACCEPTANCE ON FIRST PAGE INCLUDES ALL FOLLOWING PAGES AS SPECIFIED ABOVE

Attachment 6

Used Equipment Vendor Letter

Sunrise Medical Technology, Inc.
P.O. Box 656 • Waxahachie, TX 75168 • Phone: 972-937-0263 • Fax: 972-937-2246

Ron Padgett
Dir/Corp Radiology Engineering
Carolinas Medical Center

July 14, 2008

Dear Mr. Padgett,

Sunrise Medical Technology, Inc. (SMTI) appreciates the opportunity to provide service to Carolinas Medical Center in the removal and decommissioning of a GE magnet type S III from your facility at a date to mutually agreed upon. The facility is MRI #1 located at the 7th Street Imaging Center.

As we discussed this morning SMTI will remove the magnet for salvage and transport it to our facility in Texas where it will be disassembled and sold for scrap. This will be performed in a manner that prevents this ever becoming a working system in any location. There will not be any environmental issues to address with this system.

Please contact me with any questions or concerns about this project.

Respectfully,

Rich Greb
Director Logistics
469-733-7521

Attachment 7

Estimated Total Capital Cost and Certified Cost Estimate

Project Name: Replace MRI Scanner from Diagnostic Imaging Center and Relocate to Morehead Imaging Center
Provider/Company: Carolinas Medical Center

A. Site Costs			
(1)	Full purchase price of land		
	Acres_____Price per Acre_____	$	
(2)	Closing costs	$	
(3)	Site Inspection and Survey	$	
(4)	Legal fees and subsoil investigation	$	
(5)	Site Preparation Costs [include]		
	Soil borings / Clearing and grading		
	Roads and parking / Sidewalks		
	Water and sewer / Excavation and backfill		
	Termite Treatment		
	Sub-Total Site Preparation Costs	$	
(6)	Other	$	
(7)	**Sub-Total Site Costs**	$	-
B. Construction Contract			
(8)	Cost of Materials [Include]		
	General Requirements / Concrete/Masonry		
	Mechanical/Electrical / Woods/Doors & Windows/Finishes		
	Thermal & Moisture Protection / Equipment/Specialty Items		
	Sub-Total Cost of Materials	$	
(9)	Cost of Labor	$	
(10)	Other:	$	
(11)	**Sub-Total Construction Contract**	$	299,100
C. Miscellaneous Project Costs			
(12)	Building Purchase	$	
(13)	Fixed Equipment Purchase/Lease	$	1,620,000
(14)	Movable Equipment Purchase/Lease	$	4,165
(15)	Furniture	$	
(16)	Landscaping	$	
(17)	Consultant Fees		
	Architect and Engineering Fees	$	56,000
	Administrative and Legal Fees	$	
	Market Analysis	$	
	Other (IS)	$	5,000
	Sub-Total Consultant Fees	$	61,000
(18)	Financing Costs (e.g. Bond, Loan, etc.)	$	
(19)	Interest During Construction	$	
(20)	Other (Project Contingency)	$	5,000
(21)	**Sub-Total Miscellaneous**	$	1,690,165
(22)	**Total Capital Cost of Project (Sum A-C above)**	$	1,989,265

Project Name: Replace MRI Scanner from Diagnostic Imaging Center and Relocate to Morehead Imaging Center
Provider/Company: Carolinas Medical Center

			Capital Cost Line Item	Comments
a.	Bonds, insurance, surveys, testing, (builders risk, storage insurance, performance bonds);	$	B (11)	
b.	Utility costs during construction, including utility extensions and relocations;	$	B (11)	
c.	Parking and paving costs;	$ -		This project will utilize existing parking areas
d.	Architect and engineering fees including reimburseable expenses;	$ 54,000	B (17)	These fees are not included in the construction cost in the certified cost letter; they are listed separately
e.	Construction management fees or costs;	$ -	B (11)	
f.	Interior and exterior signage;	$ -		This project will utilize existing signage
g.	Permits and fees for impact studies: environment, asbestos, building, zoning, etc., sprinkler water tap fees; highway access fees;	$ 2,000	B (17)	Includes plan review and building permit (allocated as part of Architect and Engineering fees)
h.	Cable TV connections: wiring and/or hardware; external dishes and equipment;	$ -	B (11)	
i.	Computer wiring: hardware and/or software (information systems wiring, power etc.);	$ 5,000	B (17)	Cabling and data drops
j.	Telephone wiring/system including equipment;	$	B (11)	
k.	All consultants: construction, phasing, interior design, programmatic, etc.;	$ -	B (17)	Interior design (included with Architect costs)
l.	Exterior lighting, walks, rails, ramps, and protective barriers (fences/etc.);	$ -		This project will utilize existing exterior components
m.	Spare parts such as initial change of air filters;	$	B (11)	
n.	All types of movable equipment: furniture, linens, carts, desks, chairs, medical equipment, art work etc.;	$ 4,165		Includes PC and printers, telephones and other IS
o.	All types of fixed equipment, including moving and re-installation costs;	$ 1,620,000	C (13)	Siemens Verio 3T MRI Scanner
p.	Startup costs such as cleaning, advertising, marketing, moving, grand opening, etc.;	$	B (11)	This project has no start up costs it is replacement
q.	Security equipment, wiring, hardware, software, etc.;	$ -		This project will utilize existing security equipment
r.	Moving costs and other costs associated with leaving an existing space or building (post occupancy repairs, clean-up, removal of telephone systems, lease requirements when moving out, etc.);	$ -		This project does not involve moving costs or leaving existing space
s.	Interim Life Safety measures and/or OSHA requirements during construction (labor + materials);	$	B (11)	There are no interim life safety measures as part of this project
t.	Correction of existing life safety code, JCAHO Plant, Licensure and OSHA deficiencies;	$ -		There are no known life safety code, JCAHO Plant, Licensure and OSHA deficiencies to correct as part of this project
u.	Vehicles, maintenance, storage buildings;	$ -		This project will utilize existing vehicles, maintenance and storage buildings
v.	Cost of financing;	$ -		This project will be funded using accumulated reserves and will require no financing
w.	Legal fees associated with the project: leases, agreements, disputes, deeds, consultation etc.;	$ -	B (11)	There are no legal fees for the project
x.	Interest during construction on construction loans	$ -		This project will be funded using accumulated reserves and will require no financing
y.	Building equipment and systems necessary to implement emergency management plan, such as, generators, snow removal equipment, extra fuel storage, etc.;	$ -		This project will utilize existing building equipment and systems necessary to implement emergency management plans
z.	Outstanding life code deficiencies or major repairs needed to maintain existing building safety, longetivity, and compliance with codes, regulations, and/or JCAHO requirements where applicable;	$ -		There are no known life code deficiencies or major repairs required as part of this project
aa.	Handicap accessibility requirements to assure compliance with ADA;	$	B (11)	
bb.	Painting, wallpaper, all interior finishes;	$ 5,300	B (11)	Wallcovering, painting, casework
cc.	Carpet, floor tile, ceramic tile, operating room special flooring, etc.;	$ 10,000	B (11)	New antistatic floor covering
dd.	Demolition costs, including permits, hauling, special disposal costs;	$ 217,800	B (11)	Demolition, construction, HVAC, plumbing, electrical costs
ee.	Partnership fees, incorporation fees, privilege licenses etc.;	$ -		The project does not involve a partnership, corporation or privilege license
ff.	Costs for elevator and boiler certifications;	$ -		The project will utilize existing elevators and boilers
gg.	Costs associated with compliance with final review comments by all reviewing regulatory agencies, including actual construction costs, design change costs if	$	B (11)	
hh.	A reasonable contingency cost to complete the work;	$ 5,000	B (20)	
ii.	Costs associated with completion of final system certifications, including but not limited to medical gas certification to comply with NFPA99 test criteria;	$	B (11)	
jj.	Costs for certification and testing of patient special electrical systems to comply with NFPA99 and the National Electrical Code (impedance, equipotential, and current leakage tests for fixed patient equipment);	$	B (11)	
kk.	Costs for fire alarm certification and sprinkler system certification prior to occupancy;	$	B (11)	
ll.	Costs associated with field labeling of any equipment that is not listed and labeled by a NC recognized safety testing lab (E.G., UL, ETL., MET., etc.);	$	B (11)	
mm.	Costs to provide certification by the X-Ray shielding designer that the radiation shielding has been designed and installed per approved plans, specifications, and regulations (radiology installations only);	$ 66,000	B (11)	Magnetic and R&F shielding
nn.	Costs of all additive change orders known at this time;	$	B (11)	

TOTAL $ 1,989,265

WRIGHT McGRAW BEYER ARCHITECTS 10 YEARS

May 15, 2008

Mr. Greg Bass
Director
CHS Management Company
P. O. Box 32861
Charlotte, NC 28232-2861

Re: Carolinas Medical Center - Main
MIC 3T MRI

Dear Mr. Bass:

I am an architect licensed by the State of North Carolina. I hereby certify that, to the best of my knowledge, the projected cost required to modify the space to accommodate the new equipment will not exceed $299,100.

Please let us know if we can be of further assistance.

Sincerely,
Wright McGraw Beyer Architects, p.a.

Todd R. McGraw, AIA
Principal

TODD R. McGRAW
REGISTERED ARCHITECT
3963
NORTH CAROLINA
CHARLOTTE, N. C.

2201 Water Ridge Pkwy.
Suite 550
Charlotte, NC 28217
P 704 535 6374
F 704 535 9827

www.wmba.net

Carolinas HealthCare System

James E.S. Hynes
Chairman

Michael C. Tarwater, FACHE
Chief Executive Officer

Joseph G. Piemont
President & COO

October 10, 2008

Ms. Carol Hutchison, Project Analyst
Certificate of Need Section
Division of Health Service Regulation
701 Barbour Drive
Raleigh, North Carolina 27603-0530

RE: Replacement of Diagnostic Imaging Center MRI with relocation to Morehead Imaging Center on the Carolinas Medical Center campus

Dear Ms. Hutchison:

In response to your letter dated September 5, 2008, Carolinas Medical Center is providing a signed capital cost form for the proposed relocation and replacement of an MRI scanner from the Diagnostic Imaging Center to the Morehead Imaging Center on the campus of Carolinas Medical Center. The attached form was signed by Todd McGraw, the project architect, and Suzanne Freeman, President of Carolinas Medical Center, and certifies the total project cost is $1,989,265.

Based upon the proposed replacement of equipment with a certified total project cost under $2 million and pursuant to N. C. G. S.§ 131 E-184 (a)(7), we have concluded this project is exempt from CON review. We would appreciate your written concurrence. If you have any questions or require further information regarding this project, please contact me at 704-355-6060.

Sincerely,

F. Del Murphy, Jr., Vice President
CHS Management Company

Attachment

P.O. Box 32861 • Charlotte, NC 28232-2861 • 704-355-3398

Attachment 1

Signed Total Project Cost Form

Project Name: Replace MRI Scanner from Diagnostic Imaging Center and Relocate to Morehead Imaging Center
Provider/Company: Carolinas Medical Center

			Capital Cost Line Item	Comments
a.	Bonds, insurance, surveys, testing, (builders risk, storage insurance, performance bonds);	$	B (11)	
b.	Utility costs during construction, including utility extensions and relocations;	$	B (11)	
c.	Parking and paving costs;	$ -		This project will utilize existing parking areas
d.	Architect and engineering fees including reimburseable expenses;	$ 54,000	B (17)	These fees are not included in the construction cost in the certified cost letter; they are listed separately
e.	Construction management fees or costs;	$ -	B (11)	
f.	Interior and exterior signage;	$ -		This project will utilize existing signage
g.	Permits and fees for impact studies: environment, asbestos, building, zoning, etc., sprinkler water tap fees; highway access fees;	$ 2,000	B (17)	Includes plan review and building permit (allocated as part of Architect and Engineering fees)
h.	Cable TV connections: wiring and/or hardware; external dishes and equipment;	$ -	B (11)	
i.	Computer wiring: hardware and/or software (information systems wiring, power etc.);	$ 5,000	B (17)	Cabling and data drops
j.	Telephone wiring/system including equipment;	$	B (11)	
k.	All consultants: construction, phasing, interior design, programmatic, etc.;	$ -	B (17)	Interior design (included with Architect costs)
l.	Exterior lighting, walks, rails, ramps, and protective barriers (fences/etc.);	$ -		This project will utilize existing exterior components
m.	Spare parts such as initial change of air filters;	$	B (11)	
n.	All types of movable equipment: furniture, linens, carts, desks, chairs, medical equipment, art work etc.;	$ 4,165		Includes PC and printers, telephones and other IS
o.	All types of fixed equipment, including moving and re-installation costs;	$ 1,620,000	C (13)	Siemens Verio 3T MRI Scanner
p.	Startup costs such as cleaning, advertising, marketing, moving, grand opening, etc.;	$	B (11)	This project has no start up costs it is replacement
q.	Security equipment, wiring, hardware, software, etc.;	$ -		This project will utilize existing security equipment
r.	Moving costs and other costs associated with leaving an existing space or building (post occupancy repairs, clean-up, removal of telephone systems, lease requirements when moving out, etc.);	$ -		This project does not involve moving costs or leaving existing space
s.	Interim Life Safety measures and/or OSHA requirements during construction (labor + materials);	$	B (11)	There are no interim life safety measures as part of this project
t.	Correction of existing life safety code, JCAHO Plant, Licensure and OSHA deficiencies;	$ -		There are no known life safety code, JCAHO Plant, Licensure and OSHA deficiencies to correct as part of this project
u.	Vehicles, maintenance, storage buildings;	$ -		This project will utilize existing vehicles, maintenance and storage buildings
v.	Cost of financing;	$ -		This project will be funded using accumulated reserves and will require no financing
w.	Legal fees associated with the project: leases, agreements, disputes, deeds, consultation etc.;	$ -	B (11)	There are no legal fees for the project
x.	Interest during construction on construction loans	$ -		This project will be funded using accumulated reserves and will require no financing
y.	Building equipment and systems necessary to implement emergency management plan, such as, generators, snow removal equipment, extra fuel storage, etc.;	$ -		This project will utilize existing building equipment and systems necessary to implement emergency management plans
z.	Outstanding life code deficiencies or major repairs needed to maintain existing building safety, longetivity, and compliance with codes, regulations, and/or JCAHO requirements where applicable;	$ -		There are no known life code deficiencies or major repairs required as part of this project
aa.	Handicap accessibility requirements to assure compliance with ADA;	$	B (11)	
bb.	Painting, wallpaper, all interior finishes;	$ 5,300	B (11)	Wallcovering, painting, casework
cc.	Carpet, floor tile, ceramic tile, operating room special flooring, etc.;	$ 10,000	B (11)	New antistatic floor covering
dd.	Demolition costs, including permits, hauling, special disposal costs;	$ 217,800	B (11)	Demolition, construction, HVAC, plumbing, electrical costs
ee.	Partnership fees, incorporation fees, privilege licenses etc.;	$ -		The project does not involve a partnership, corporation or privilege license
ff.	Costs for elevator and boiler certifications;	$ -		The project will utilize existing elevators and boilers
gg.	Costs associated with compliance with final review comments by all reviewing regulatory agencies, including actual construction costs, design change costs if	$	B (11)	
hh.	A reasonable contingency cost to complete the work;	$ 5,000	B (20)	
ii.	Costs associated with completion of final system certifications, including but not limited to medical gas certification to comply with NFPA99 test criteria;	$	B (11)	
jj.	Costs for certification and testing of patient special electrical systems to comply with NFPA99 and the National Electrical Code (impedance, equipotential, and current leakage tests for fixed patient equipment);	$	B (11)	
kk.	Costs for fire alarm certification and sprinkler system certification prior to occupancy;	$	B (11)	
ll.	Costs associated with field labeling of any equipment that is not listed and labeled by a NC recognized safety testing lab (E.G., UL, ETL., MET., etc.);	$	B (11)	
mm.	Costs to provide certification by the X-Ray shielding designer that the radiation shielding has been designed and installed per approved plans, specifications, and regulations (radiology installations only):	$ 66,000	B (11)	Magnetic and R&F shielding
nn.	Costs of all additive change orders known at this time;	$	B (11)	

TOTAL $ 1,989,265

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

[signature] Date Certified: 9/26/08

(Signature of Licensed Architect or Engineer)

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

[signature] 9-28-08 Date Signed:

(Signature and Title of Officer Authorized to Represent Provider/Company)

SIEMENS

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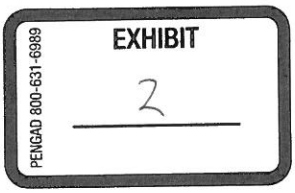
Edwin Winicki - (336) 688-0978

Customer Number: 0000035965

Date: 12/22/2015

CAROLINAS HEALTHCARE SYSTEM
1000 BLYTHE BLVD
CHARLOTTE, NC 28203



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

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Contract Total: $900,000
(total does not include any Optional or Alternate components which may be selected)

Proposal valid until 2/05/2016

The following quote configuration is only valid for a Siemens' system with functional location #400-214371.

Pricing is contingent on concurrent purchase of Skyra with quote 1-C2IM5M.

Estimated Delivery Date: 2/01/2016

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

A One Year warranty is included with this upgrade. Post warranty, a new service contract is required.

Any and all facility changes, I.e. water (chiller) and power requirements remain the sole responsibility of the Customer.

This quote is based upon standard delivery terms and conditions (e.g., standard work hours, first floor delivery, etc.), basic rigging, mechanical installation and calibration. Siemens Medical Solutions USA, Inc. Project Management shall perform a site-specific assessment to ascertain any variations that are out of scope and not covered by the standard terms (examples such as, but not limited to: larger crane, nonstandard work hours, removal of existing equipment, etc.). Any noted variations identified by Siemens Project Management shall remain the responsibility of the customer and will be subject to additional fees.

Some RF coils purchased from 3rd party coil companies, may need to be upgraded or replaced to maintain Tim4G level compatibility. Please contact your local coil provider for details.

Additional charges may apply for customers without a Siemens' service contract, such as but not limited to: cryogen fills, pre-installation checks.

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SIEMENS REPRESENTATIVE
Edwin Winicki - (336) 688-0978

Accepted and Agreed to by:

Siemens Medical Solutions USA, Inc.		**CAROLINAS HEALTHCARE SYSTEM**	
By (sign):	_____	By (sign):	_____
Name:	Edwin Winicki	Name:	_____
Title:	Account Executive	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): _____

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Quote Nr: **1-CYGI4A Rev. 2**

Terms of Payment: 10% Down, 80% Delivery, 10% Installation
Free On Board: Shipping Point

Purchasing Agreement: Not Applicable

MAGNETOM Skyra fit - Upgrade and Options for installed base

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

Qty	Part No.	Item Description
1	14432171	**Skyra fit Upgrade 18VQ -> 48VQ #V** Upgrade of MAGNETOM Verio with Tim [102x18] to the new Siemens unique Tim+Dot technology with Tim 4G [204x48]. The upgrade includes: - New directRF(tm) technology - Dual-Density Signal Transfer technology - New local coils with DirectConnect(tm) and SlideConnect(tm) technology 1. Head/Neck 20 DirectConnect with Look out mirror for patient comfort 2. Spine 32 DirectConnect 3. Body 18 4. Flex Large 4 and Flex Small 4 5. Flex Coil and Tim Coil Interface - Dot engine. Dot provides optimized MRI workflow, helping the user perform their routine work efficiently and with consistently high quality even with complex applications and challenging patients. - Brain Dot Engine. - Dot upgrades include syngo TimCT FastView localizer for fast and efficient localization of large or regional body regions. - New syngo MR software including syngo BLADE, CISS&DESS, AutoAlign Head, 1D/2D PACE, iPAT², Phoenix and Inline technologies. - High performance measurement and image reconstruction system. - New covers with a modern look including the new Tim patient table The exchanged HW components must be returned to Siemens.
1	14418506	**Tim Table #Sk** The new Tim Table is designed for maximized patient comfort and smooth patient preparation. The unique design of the Tim Table can support up to 250 kg (550 lbs) patients without restricting the vertical or horizontal movement.
1	08464872	**PC Keyboard US english #Tim** Standard PC keyboard with 101 keys.
1	14436633	**Pure White Design #V** The MAGNETOM Skyra fit design is available in different light and appealing variants which perfectly integrates into the different environments. The color of the main face plate cover of the Pure White Design Variant with the integrated Dot Control Centers and the unique Dot Display is brilliant white surrounded by a brilliant silver trim. The asymetrical deco area on the left side is colored white matte and also with a brilliant surrounding silver trim. The table cover is presented also in the same color and material selection.
1	14436742	**Separator 60kW** The SEP (separation cabinet) must be used if a central cooling water supply is available for the hospital or if a chiller (cooling system) of any brand or type is already available.

Qty	Part No.	Item Description
		The SEP is an interface between the water cooling system (each brand or type according to the specification in the Planning Guide) on site or the interface to the central cooling water supply for the hospital. For the instances mentioned above, the SEP is mandatory! The primary water specifications must meet the requirements in these cases (i.e. 63 kW heat dissipation; 100+-10 l/min rate of flow; 6 to 12 °C water temperature; pH value 6 to 8; max. working pressure 6 bar). Dimensions: 1,950 mm x 650 mm x 650 mm (height x width x depth). Weight: approx. 340 kg
1	08857828	**UPS Cable #Tim** Power cable for connecting the UPS Powerware PW 9130-3000i (14413662) to the ACC of MAGNETOM Tim and MAGNETOM Tim+Dot systems for backing up the computer. Standard cable length: 9 m.
1	14413662	**UPS Powerware PW9130G-3000T-XLEU** UPS system Eaton PW9130G-3000T-XLEU for MAGNETOM Tim, MAGNETOM Tim+Dot and MAGNETOM Symphony systems for safeguarding computers. Power output: 3.0 kVA / 2.7 kW Bridge time: 5 min full load / 14 min half load Input voltage: 230 VAC
1	14413663	**UPS Battery module** UPS battery module Eaton PW 9130N-3000T-EBM for all MAGNETOM Tim, MAGNETOM Tim+Dot and MAGNETOM Symphony systems for safeguarding computers. Extension for: PW9130i-3000T Battery type: Closed, maintenance-free Extension of the bridge time to: 24 minutes with a module Dimensions (H x W x D): Battery module: 346 x 214 x 412 mm incl. bracket set Weight: approx. 50 kg
1	14436648	**Tx/Rx 15-ch Knee Coil DDST, TI #V,P** New 15-channel transmitter/receiver coil for joint examinations in the area of the lower extremities. Main features : - 15-element design (3x5 coil elements) with 15 integrated preamplifiers, - iPAT-compatible - SlideConnect Technology
1	14418514	**Foot/Ankle 16 #Sk** The new Tim 4G coil technology with Dual Density Signal Transfer and DirectConnect Technolgy combines key imaging benefits: excellent image quality, high patient comfort, and unmatched flexibility. Foot/Ankle 16 for examinations of the left or right foot and ankle region consists of a base plate and an iPAT compatible 16-channel coil and allows high resolution imaging of the foot and ankle within one examination. Foot/Ankle 16 is a cable-less coil and will be connected via DirectConnect for fast and easy patient preparation.
1	14436647	**Shoulder 16 Coil Kit, TI #V,P** The new Tim 4G coil technology with Dual Density Signal Transfer and SlideConnect Technolgy combines key imaging benefits: excellent image quality, high patient comfort, and unmatched flexibility. The Shoulder 16 Coil Kit for examinations of the left or right shoulder consists of a base plate and two different sized iPAT compatible 16 channel coils (Shoulder Large 16 and Shoulder Small 16). These will be attached and can be relocated on the base plate.The 16-element coils with 16 integrated pre-amplifiers ensure maximimum signal-to-noise ratio. Shoulder Large 16 and Shoulder Small 16 will be connected via a SlideConnect plug for fast and easy coil set-up and patient preparation.
1	14426333	**Tx/Rx CP Head Coil #Sk** Circularly polarized no-tune transmit/receive coil with an open patient-friendly design. The integrated transmit mode allows volume selective excitation. Integrated, extremely low-noise pre-amplifiers permit very high signal-to-noise

Qty	Part No.	Item Description
		ratio. Furthermore, the coil is outfit with SlideConnect Technology, allowing for easier patient preparation and less table time for the patient.
1	14430391	**RESOLVE #T+D** RESOLVE is a diffusion-weighted, readout-segmented EPI sequence optimized towards high resolution imaging with reduced distortions. The sequence uses a very short echo-spacing compared to single-shot EPI, substantially reducing susceptibility effects. A 2D-navigator correction is applied to avoid artefacts due to motion-induced phase errors. This combination allows diffusion weighted imaging of the breast, prostate, brain and spine with a high level of detail and spatial precision.
1	14405328	**TWIST syngo #Tim** This package contains a Siemens unique sequence and protocols for time-resolved (4D) MR angiographic and dynamic imaging in general with high spatial and temporal resolution. syngo TWIST supports comprehensive dynamic MR angio exams in all body regions. It offers temporal information of vessel filling in addition to conventional static MR angiography, which can be beneficial in detecting or evaluating malformations such as shunts. In case of general dynamic imaging, for example an increase in spatial resolution by a factor of up to 2 at 60 seconds temporal resolution (compared to conventional dynamic imaging) is possible due to intelligent k-space sampling strategies. Alternatively, increased temporal resolution at constant spatial resolution is possible.
1	14441766	**Large Joint Dot Engine E11 #T+D** Large Joint Dot Engine optimizes image quality of knee, hip and shoulder scans by proposing the most appropriate protocols according to the examination strategy chosen for the specific patient. It ensures reproducible image quality and streamlines large joint examinations to the greatest extent. Large Joint Dot Engine features AutoAlign and AutoCoverage for knee, hip and shoulder. Susceptibility artifact reduction functionality can be used on knee and hip examinations. The WARP technique enables susceptibility artifact reduction functionality, optimized protocols are provided. With syngo MR E11, the Advanced WARP option is also included. Inline MPR (Multi Planar Reconstruction) calculations provide increased efficiency, reproducibility and ease of use.
1	MR_FIT_INST	**Fit upgrade install**
1	MR_BUDG_ADDL_RIG	**Budgetary Add'l/Out of Scope Rigging $5,000**
1	MR_CRYO	**Standard Cryogens**
1	4MR5142869	**Armrest #MR**
1	MR_PREINST_FIXED	**T+D Preinstall kit for fixed table**
1	MR_ADD_32_INS	**Additional onsite training 32 hours** Up to (32) hours of on-site clinical education training, scheduled consecutively (Monday - Friday) during standard business hours for a maximum of (4) imaging professionals. Training will cover agenda items on the ASRT approved checklist if applicable. This educational offering must be completed (12) months from date of purchase order. If training is not completed within the applicable time period, Siemens obligation to provide the training will expire without refund.
2	MR_ADD_24_INS	**Additional onsite training 24 hours** Up to (24) hours of on-site clinical education training, scheduled consecutively (Monday - Friday) during standard business hours for a maximum of (4) imaging professionals. Training will cover agenda items on the ASRT approved checklist if applicable. This educational offering must be completed (12) months from date of purchase order. If training is not completed within the applicable time period, Siemens obligation to provide the training will expire without refund.
1	MR_BIOMD_TRN	**XX2SYNGO - Syngo with Multimodality Workstation - (5 days) $8,542.50** This educational offering must be completed by the later of (12) months from purchase of training or if applicable, completion of installation. If training is not completed within the applicable time period, Siemens obligation to provide the training will expire without refund.
1	MR_BIOMD_TRN	**MR1MRESSEN - Service Essentials for MR - (10 days) $17,340.00** This educational offering must be completed by the later of (12) months from purchase of training or if applicable, completion of installation. If training is not completed within the applicable time period, Siemens obligation to provide the training will expire without refund.

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Qty	Part No.	Item Description
1	MR_BIOMD_TRN	**MR2AERASKY - MAGNETOM Aera/Skyra - (15 days) $23,715.00** This educational offering must be completed by the later of (12) months from purchase of training or if applicable, completion of installation. If training is not completed within the applicable time period, Siemens obligation to provide the training will expire without refund.
1	MR_BIOMD_TRN	**MR5TTIMWBT - TIM System - (4 hours) $510.00 - WEB Based training** This educational offering must be completed by the later of (12) months from purchase of training or if applicable, completion of installation. If training is not completed within the applicable time period, Siemens obligation to provide the training will expire without refund.
1	MR14416965BU	**ASL Bundle - 2D ASL and 3D ASL** Arterial Spin Labeling (ASL) Bundle consists of 2D ASL and 3D ASL. 2D ASL is a non contrast enhanced brain perfusion technique. EPI sequence enhanced for PASL (Pulsed Arterial Spin Labeling) with preparation module (inversion pulse, saturation pulses) and selectable prospective motion correction. Perfusion weighted color maps and relative cerebral blood flow (relCBF) color maps are calculated with Inline technology. 3D ASL is a non contrast enhanced brain perfusion technique. A 3D volume is acquired with high SNR by using a turbo gradient spin echo technique and an ASL preparation module to achieve clinically feasible scan times.
1	14441810	**Body 30 #3T** The Body 30 is the anterior part of the Body 60. The Tim 4G coil technology with Dual Density Signal Transfer and SlideConnect Technology combines key imaging benefits: excellent image quality, high patient comfort, and unmatched flexibility: - 30 channels or up to 46 (in combination with the Spine 32) - Dual Density Signal Transfer - Ultra light-weight - Highly flexible viscoelastic material - SlideConnect Technology The Body 30 features: - 30-element design with 30 integrated preamplifiers (5 clusters of 6 elements each) - Can be combined with further coils for larger coverage - Can be positioned in different orientations (0°, 90°, 180°, 270°) for patient specific adaptations - No coil tuning - iPAT compatible in all directions The highly flexible design allows the usage for: - Thorax (incl. heart) - Abdomen - Pelvis (incl. prostate) - Hip - Angiography Dedicated protocols are provided for abdominal imaging. Typically combined with: - Spine 32 - Body 18 - Body 18 long (optional) - Peripheral Angio 36 (optional) - Body 30 (optional)
1	08464872	**PC Keyboard US english #Tim** Standard PC keyboard with 101 keys.

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Qty	Part No.	Item Description
1	14441759	**FREEZEit Body MRI Package #T+D** FREEZEit Body Package contains two robust sequences for advanced body imaging: TWIST VIBE and StarVIBE. - TWIST VIBE is a new fast, high-resolution 4D imaging sequence for multi-arterial liver imaging. - StarVIBE is a motion insensitive VIBE sequence using a stack-of-stars trajectory.
1	MR_SERV_CONTRACT	**MR Service Contract Evolve $17,200**

System Total: $900,000

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OPTIONS on Quote Nr: **1-CYGI4A Rev. 2**

OPTIONS for MAGNETOM Skyra fit - Upgrade and Options for installed base

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	14416929	**Advanced Cardiac Package #T+D** This package contains special sequences and protocols for advanced cardiac imaging including 3D and 4D syngo BEAT functionalities. It supports advanced techniques for ventricular function imaging, dynamic imaging, tissue characterization, coronary imaging, and more.	+ $35,000	X_____
1	14416923	**Abdomen Dot Engine #T+D** The Abdomen Dot Engine: Personalized Exam Strategies - Guidance - Automatic sequence scaling - Auto Navigator - Auto-FoV - Timeline setup and monitoring - Automatic Voice Commands - Auto Bolus Detection - Inline radial range calculation for MRCP - Inline Subtraction - Inline Registration	+ $45,000	X_____
1	14441761	**LiverLab #T+D** LiverLab is a system guided workflow to examine the hepatic fat and iron status, as part of the Abdomen Dot Engine.	+ $30,000	X_____
1	14446385	**MyoMaps # 3T** This package contains special sequences and protocols for inline T1 and T2 calculation at the heart. The generation of T1 and T2 parametric maps is enhanced by the use of motion correction. T1 and T2 parametric maps could be used to support assessment of cardiovascular disease.	+ $25,000	X_____

FINANCING: The equipment listed above may be financed through Siemens. Ask us about our full range of financial products that can be tailored to meet your business and cash flow requirements. For further information, please contact your local Sales Representative.

ACCESSORIES: Don't forget to ask us about our line of OEM imaging accessories to complete your purchase. All accessories can be purchased or financed as part of this order. To purchase accessories directly or to receive our accessories catalog, please call us directly at 1-888-222-9944 or contact your local Sales Representative.

COMPLIANCE: Compliance with legal and internal regulations is an integral part of all business processes at Siemens. Possible infringements can be reported to our Helpdesk "Tell us" function at www.siemens.com/tell-us.

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Siemens Medical Solutions USA, Inc. General Terms and Conditions

1. GENERAL

1.1 Contract Terms and Acceptance. These terms and conditions constitute an integral part of any contract between Seller and Purchaser identified on the first page hereof and shall govern the sale of the products identified in such contract ("Products"). Purchaser acknowledges that this is a commercial and not a consumer transaction. Purchaser shall be deemed to have assented to, and to have waived any objection to, this Agreement upon the earliest to occur of any of the following: Purchaser's completion or execution of this Agreement; Purchaser's acceptance of all or any part of the Products; Purchaser's issuance of a purchase order for any Products identified on Seller's quotation or proposal; or delivery of the Products to the common carrier for shipment pursuant hereto.

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

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

2. PRICES

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

2.2 Delay in Acceptance of Delivery. Should the agreed delivery date be postponed by Purchaser, Seller shall have the right to deliver the Products to storage at Purchaser's risk and expense, and payments due upon delivery shall become due when Seller is ready to deliver.

3. TAXES

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

4. TERMS OF PAYMENT; DEFAULT

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

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

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

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

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

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

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

5. EXPORT TERMS

5.1 Unless other arrangements have been made, payment on export orders shall be made by irrevocable confirmed letter of credit, payable in U.S. dollars against Seller's invoice and standard shipping documents. Such letter of credit shall be in an amount equal to the full purchase price of the Products and shall be established in a U.S. bank acceptable to Seller. Purchaser shall have sole responsibility to procure all necessary permits and licenses for shipment and compliance with any governmental regulations concerning control of final destination of Products.

5.2 Purchaser agrees that Products shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with applicable export Control and US Sanction laws and regulations. If Purchaser purchases a Product at the domestic price and exports such Product, or transfers such Product to a third party for export, outside of the U.S., Purchaser shall pay to Seller the difference between the domestic price and the international retail price of such Product. Purchaser shall deliver to Seller, upon Seller's request, written assurance regarding compliance with this Section in form and content acceptable to Seller.

6. DELIVERY, RISK OF LOSS

6.1 Delivery Date. Delivery and installation dates will be established by mutual agreement of the parties as set forth in the Notice to Manufacture Letter issued by the Seller, as applicable. Seller shall make reasonable efforts to meet such delivery date(s).

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

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

7. SECURITY INTEREST/FILING

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

8. CHANGES, CANCELLATION, AND RETURN

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

9. FORCE MAJEURE

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

10. WARRANTY

10.1 Seller warrants that the Products manufactured by Seller and sold hereunder shall be free from defects in material or workmanship under normal use and service for the warranty period. The final assembled Products shall be new although they may include certain used, reworked or refurbished parts and components (e.g., circuit boards) that comply with performance and reliability specifications and controls. Seller's obligation under this warranty is limited, at Seller's option, to the repair or replacement of the Product or any part thereof. Unless otherwise set forth in the Product Warranty attached hereto and incorporated herein by reference ("Product Warranty"), the warranty period shall commence upon the earlier of the date that the Products have been installed in accordance with Section 12.5 hereof (which date shall be confirmed in writing by Seller) or first patient use, and shall continue for twelve (12) consecutive months. Seller makes no warranty for any Products made by persons other than Seller or its affiliates, and Purchaser's sole warranty therefor, if any, is the original manufacturer's warranty, which Seller agrees to pass on to Purchaser, as applicable. The warranty provided by Seller under this Section 10 extends only to the original Purchaser, unless the Purchaser obtains the Seller's prior written consent with respect to any sale or other transfer of the Products during the term of the warranty.
10.2 No warranty extended by Seller shall apply to any Products which have been damaged by fire, accident, misuse, abuse, negligence, improper application or alteration or by a force majeure occurrence as described in Section 9 hereof or by the Purchaser's failure to operate the Products in accordance with the manufacturer's instructions or to maintain the recommended operating environment and line conditions; which are defective due to unauthorized attempts to repair, relocate, maintain, service, add to or modify the Products by the Purchaser or any third party or due to the attachment and/or use of non-Seller supplied parts, equipment or software without Seller's prior written approval; which failed due to causes from within non-Seller supplied equipment, parts or software including, but not limited to, problems with the Purchaser's network; or which have been damaged from the use of operating supplies or consumable parts not approved by Seller. In addition, there is no warranty coverage for any transducer or probe failure due to events such as cracking from high impact drops, cable rupture from rolling equipment over the cable, delamination from cleaning with inappropriate solutions, or TEE bite marks. Seller may effectuate any repairs at Purchaser's facility, and Purchaser shall furnish Seller safe and sufficient access for such repair. Repair or replacement may be with parts or products that are new, used or refurbished. Repairs or replacements shall not interrupt, extend or prolong the term of the warranty. Purchaser shall, upon Seller's request, return the non-complying Product or part to Seller with all transportation charges prepaid, but shall not return any Product or part to Seller without Seller's prior written authorization. Purchaser shall pay Seller its normal charges for service and parts for any inspection, repair or replacement that falls outside of Seller's warranty. Seller's warranty does not apply to consumable materials, disposables, supplies, accessories and collateral equipment, except as specifically stated in writing or as otherwise set forth in the Product Warranty.
10.3 This warranty is made on condition that immediate written notice of any noncompliance be given to Seller and Seller's inspection reveals that Purchaser's claim is covered under the terms of the warranty (i.e., that the noncompliance is due to traceable defects in original materials and/or workmanship).
10.4 Purchaser shall provide Seller with both on-site and remote access to the Products. The remote access shall be provided through the Purchaser's network as is reasonably necessary for Seller to provide warranty services under this Agreement. Remote access will be established through a broadband internet-based connection to either a Purchaser owned or Seller provided secure end-point. The method of connection will be a Peer-to-Peer VPN IPsec tunnel (non-client based) with specific inbound and outbound port requirements.
10.5 Warranty service will be provided without charge during Seller's regular working hours (8:30-5:00), Monday through Friday, except Seller's recognized holidays. If Purchaser requires that service be performed outside these hours, such service can be made available at an additional charge, at Seller's then current rates. The obligations of Seller described in this Section are Seller's only obligations and Purchaser's sole and exclusive remedy for a breach of product warranty.
10.6 SELLER MAKES NO WARRANTY OTHER THAN THE ONE SET FORTH HEREIN AND IN THE PRODUCT WARRANTY. SUCH WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSES, AND SUCH CONSTITUTES THE SOLE AND EXCLUSIVE WARRANTY MADE WITH RESPECT TO THE PRODUCTS, SERVICE OR OTHER ITEM FURNISHED UNDER THIS AGREEMENT.
10.7 In the event of any inconsistencies between the terms of this Section 10 and the terms of the Product Warranty, the terms of the Product Warranty shall prevail.

11. LIMITATION OF LIABILITY

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

12. INSTALLATION - ADDITIONAL CHARGES

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

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

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

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

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

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

13. PATENT, COPYRIGHT AND OTHER INFRINGEMENT CLAIMS

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

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

14. DESIGNS AND TRADE SECRETS; LICENSE; CONFIDENTIALITY

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

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

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

15. ASSIGNMENT

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

16. COSTS AND FEES

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

17. MODIFICATION

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

18. GOVERNING LAW; WAIVER OF JURY TRIAL

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

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

19. COST REPORTING

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

20. INTEGRATION

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

21. SEVERABILITY; HEADINGS

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

22. WAIVER

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

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

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

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

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

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

05/15 Rev.

SIEMENS
Siemens Medical Solutions USA, Inc.
40 Liberty Boulevard, Malvern, PA 19355
Fax: (336) 856-9995

SIEMENS REPRESENTATIVE
Edwin Winicki - (336) 688-0978

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

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

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TRADE-IN EQUIPMENT REQUIREMENTS

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

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

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

Purchaser further acknowledges and agrees that (i) the trade-in equipment will be free and clear of all liens and encumbrances including, but not limited to, unpaid leases and loans, and that upon request, it will execute a bill of sale or other documents reasonably satisfactory to Siemens to transfer title and ownership of the equipment to Seller, (ii) it is Purchaser's sole responsibility to delete all protected health information and any other confidential information from the equipment prior to de-installation, without damaging or cannibalizing the equipment or otherwise affecting the operation of the equipment in accordance with its specifications, (iii) the equipment, including all updates, upgrades, modifications, enhancements, revisions, software, S/W disks and manuals, shall be returned to Siemens in good operating condition, reasonable wear and tear excepted, and (iv) to the extent not prohibited by applicable law, Purchaser shall indemnify and hold Seller harmless from and against any and all claims, demands, causes of action, damages, liability, costs and expenses (including reasonable attorney's fees) resulting or arising from Purchaser's failure to comply with item (i) above.

FOR MR SYSTEMS: cryogen levels must be least 65% upon time of de-installation. FOR MOBILE SYSTEMS: system must be road worthy and a state issued title transferring ownership to Seller must be received by Seller prior to the removal of the mobile system. FOR MODALITY TRADE SYSTEMS (non-ultrasound): The trade-in equipment must be available for inspection within two weeks of the scheduled de-installation date. In addition, Purchaser must provide a clear path for the removal of the trade-in equipment. Any additional costs due to the need to use a larger rig (other than a standard 80 ton rig), as well as any construction activities, street closings, permits, etc., required to de-install/remove the equipment are out-of-scope costs and will be the responsibility of Purchaser.

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MR Warranty Information

Product (New Systems and "ECO" Refurbished Systems Only)	**Period of Warranty**[1]	**Coverage**	
MR System (not including consumables)	12 months	Full Warranty (parts & labor)	
Post-Warranty (after expiration of system warranty) – Replacement parts only!			
Magnet	12 months	Parts only	
Spare Parts	6 months	Parts only	
Consumables	Not Covered		

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

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

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Detailed Technical Specifications

MAGNETOM Skyra fit - Upgrade and Options for installed base

Part No. / Product	Description
14432171 **Skyra fit Upgrade** **18VQ -> 48VQ #V**	**DirectRF™ Technology** The new all digital-in/digital-out design integrates all RF transmit and receive components at the magnet. Optical signal transmission improves SNR by reducing electrical noise and increasing signal detection. The receive path is integrated in the magnet housing. Dual-Density Signal Transfer technology enables ultra-high density coil designs by integrating key RF components into the local coil. **Tim 4G Local Coils** High channel coils increase SNR and reduce examination times. DirectConnect™ and SlideConnect™ technology reduce patient setup time. Standard coils include Head/Neck 20, Spine 32 and Body 18. **Dot Technology** Dot Cockpit for easy and customized Dot engine configuration. Dot engines provide optimized MRI workflow for patient personalization, step-by-step user guidance, and exam automation. Dot helps the user perform their routine work quickly and efficiently - taking the complexity out of MRI scanning with image and text guidance and workflow automation. Dot multiplies the power of Tim resulting in greater consistency of image quality Patients are different. Dot gives you an easy to use way of tailoring scans to specific patient conditions or clinical questions. **Brain Dot Engine** The Brain Dot Engine simplifies general brain examinations with guided and automated workflows customized to the site specific standards of care. Several predefined strategies are included, which can be easily selected with one click. They can be changed at any time during the exam. Protocols tailored for use of contrast media are integrated. - Standard: Standard examination with 2D protocols - Resolution focus: Examination with 3D protocols (e.g. SPACE) for detailed views - Speed focus: Examination with fast 2D protocols (e.g. HASTE) for further speeding up the exam - Limited patient capabilities: Examination with *syngo* BLADE protocols to minimize and correct for the effects of motion automatically Step-by-step user guidance is seamlessly integrated. Example images and guidance text are displayed for each individual step of the scanning workflow. Both - images and text - are easily configurable by the user. Easy positioning of the patient with AutoPosition. The patient is automatically placed at the isocenter without any laser marking required. AutoAlign Head allows automatically slice positioning and aligns on the anatomically derived sagittal, coronal, and axial slices of the localizer. The operator-free alignment and anatomical marking are consistent, independently of patient age, head position, or disease. Automatic real-time calculation of trace-weighted images and ADC maps with Inline Diffusion technology. Easy rerun or repeat with functionality allows for reduced table time even in case of patients with pain or claustrophobia. An image inside the examination UI can be selected and a rerun of the corresponding series can be triggered with identical sequences or parameters. Alternatively an exam can be repeated with a changed strategy. The Brain Dot Engine, as all Dot engines, can be modified by the user to their individual standard of care. **Computer system** The new high performance measurement and reconstruction system is ideally suited for even the most demanding

Part No. / Product	Description
(Continued) **14432171** **Skyra fit Upgrade 18VQ -> 48VQ #V**	applications. - 2 Intel Xeon Multi-Core Processors - Main memory (RAM) of 48 GB - Hard disk for raw data 2 x 300 GB - Hard disk for system software 300 GB - The measurement and reconstruction system offers a truly powerful imaging system designed for large image matrix sizes of up to 1024 x 1024. The unrestricted multitasking capability allows time-saving parallel scanning and reconstruction. New *syngo* MR software included in the standard configuration: - Quiet Suite - WARP
14418506 **Tim Table #Sk**	The new MAGNETOM Skyra table with its light appealing design allows for a fast patient preparation and maximized patient comfort. It provides unobstructed foot space for attending staff and direct access to the patient. The patient table can be lowered to a minimum height of 52 cm from the floor, for easier patient positioning and better accessibility for geriatric, pediatric or immobile patients. The Tim Table can be moved with two clicks into the isocenter - one click to the upmost position and one click into the isocenter. The tabletop travels beyond the rear end of the system, enabling additional patient access. An infusion stand is integrated to allow for fast patient set up of critical patients. Multiple Tim4G coils can be connected at once for efficient and patient friendly examinations. The seamless integration of multiple Tim4G coils is possible via 4 SlideConnect and 4 DirectConnect connector slots, which are embedded in the table. This allows for comprehensive examinations without the need of repositioning.
08464872 **PC Keyboard US english #Tim**	The keys of the numerical key panel are assigned to syngo-specific functions and labeled with the corresponding syngo icons. The keyboard supports the country specific special characters.
14436633 **Pure White Design #V**	The unique color and material selection enhances the visual appeal of the new system design, thereby creating an enticing, patient-friendly impression. The Dot Control Centers and the unique Dot Display are neatly integrated into this main face plate. The aesthetically pleasing and ergonimcally designed control elements of the Dot Control Centers are well illuminated for easy visual recognition. In particular, the table cover and the asymmetric left deco area cover have also been designed to promote a modern visual appearance. This combination of ingenuity and practical design as presented with "Pure White" design with its brilliant white and the silver trim simply makes the MAGNETOM an overall visually appealing system and creates a patient-friendly environment.
14436742 **Separator 60kW**	Function: - interface between the water cooling system (each brand or type according to the specification in the Planning Guide) on site or - the interface to the central cooling water supply for the hospital Scope of delivery: - Separator - Two 3 m hoses (supply and return line) to the SEP connection on the local cooling water supply system - SEP cabinet - The helium compressor is installed and internally connected within the SEP cabinet for SEP configuration. - Region-specific adapter for the connection to the hospital system
08857828 **UPS Cable #Tim**	Power cable to connect the 3 KVA Powerware 9125 small UPS system (pn PWR9125H3000) to the ACC cabinet of the MAGNETOM Avanto/ Espree/ Tim Trio for backing up the host computer and imager. Configuration includes connection box.

Part No. / Product	Description
(Continued) **08857828** **UPS Cable #Tim**	The standard cable length is 9 m.
14413662 **UPS Powerware PW9130G-3000T-XLEU**	Voltage range: 180 - 276 V Input frequency: 50 / 60 Hz Output voltage: 230 VAC Dimensions (H x W x D): UPS 346 x 214 x 412 mm incl. UPS bracket set Weight: approx. 36 kg
14436648 **Tx/Rx 15-ch Knee Coil DDST, TI #V,P**	Thanks to its 15-channel design this coil is perfectly suited for high-resolution images with excellent SNR. With the arrangement of the antennas in three rings of 5 elements each, the coil is specially designed for parallel imaging with high acceleration factors. The coil is positioned on a laterally movable support and therefore allows for comfortable patient positioning of both legs for off-center examinations. SlideConnect Technology allows for fast and easy patient preparation, resulting in less table time. Furthermore, the upper part can be removed for easier patient positioning. Additional cushions allow for optimum patient immobilization. The integrated transmission function makes volume-sensitive excitation with greatly reduced RF power possible on the one hand and, on the other, prevents aliasing artifacts (e.g. due to the other knee).
14418514 **Foot/Ankle 16 #Sk**	The 16-element coil with 16 integrated pre-amplifiers excels in highest resolution imaging with exceptional signal/noise ratio, while taking full advantage of iPAT in all directions. Foot/Ankle 16 is ergonomically designed and features a boot-like coil design. Together with the included stabilization pads the coil allows easy, fast and comfortable patient positioning.
14436647 **Shoulder 16 Coil Kit, TI #V,P**	The iPAT compatible Shoulder 16 Large and Shoulder 16 Small are ergonimically designed and adapted to the shape of the shoulder. The different sizes obtain maximum image quality for different body sizes: - 165 mm (6.5 in) diameter for small and medium sized shoulders - 200 mm (7.9 in) diameter for large shoulders The coils can be used either for left or right shoulders. It features sliding attachments to the base plate and can easily be adjusted for comfortable positioning. The coils excels in highest resolution imaging with exceptional signal/noise ratio.
14426333 **Tx/Rx CP Head Coil #Sk**	This enables studies with very high spatial resolution and very short scan time. The upper part of the coil is detachable and can be fitted with a mirror allowing the patient a rear view out of the magnet. Displaceable cushions are provided with the coil for positioning. The coil is suited for head proton imaging and brain spectroscopy.
14430391 **RESOLVE #T+D**	RESOLVE is a diffusion-weighted, readout-segmented EPI sequence optimized towards high resolution imaging with reduced distortions. The sequence uses a very short echo-spacing compared to single-shot EPI, substantially reducing susceptibility effects. A 2D-navigator correction is applied to avoid artefacts due to motion-induced phase errors. This combination allows diffusion weighted imaging of the breast, prostate (SEEit sequence for prostate DWI), brain and spine with a high level of detail and spatial precision. Additionally, an automatic reacquisition of data with large phase errors can be used to ensure that diffusion-weighted images of the brain are not affected by CSF pulsation.
14405328 **TWIST syngo #Tim**	*syngo* TWIST provides: - Visualization of contrast agent dynamics in the vessel system of interest with maximum flexibility. - Needs only a low amount of contrast agent. - Imaging in all body regions, e.g. carotids, pulmonary and peripheral vessels with brilliant spatial and temporal resolution.

Part No. / Product	Description
(Continued) **14405328** **TWIST syngo #Tim**	- Clear separation of the arterial and venous phase. - High speed acquisition by intelligent k-space strategies and use of iPAT, powered by Tim. - *syngo* TWIST provides fat suppression using water selective excitation. - Inline technologies, such as subtraction and MIP are provided for optimal workflow. - In case of very high spatial resolution *syngo* TWIST may even replace conventional static MR angio. Moreover, *syngo* TWIST does not require any bolus timing - just inject and go.
14441766 **Large Joint Dot Engine E11 #T+D**	*Dot Exam Strategies* The workflow can be personalized to the individual patient condition and clinical need. The Large Joint Dot Engine comes with the following predefined strategies, which the user can select according to patient conditions or change at any time during the workflow, when conditions change: - Image quality: Achieve highest image quality in a reasonable scan time with 2D and 3D protocols. - Speed focus: Examine patients in the shortest possible time with protocols being accelerated to the maximal extent. - Motion artifact reduction: Compensate for the effects of motion, e.g. with motion insensitive *syngo* BLADE protocols. - Artifacts reduction: Reduce susceptibility artifacts, using *syngo* WARP. *AutoAlign* - Automated, localizer based positioning and alignment of slice groups to the anatomy, relying on anatomical landmarks. Providing fast, easy, and reproducible patient scanning and supporting the reading by consistently delivering high image quality with a standardized slice orientation. *Inline MPRs - Automatic multiplanar reconstruction for 3D datasets* - The Multi Planar Reconstruction (MPR) tool uses the position information from the AutoAlign algorithm and can be easily configured to automatically generate any required 2D images from high resolution 3D acquisitions. *Guidance View* - Step-by-step user guidance is seamlessly integrated. - Example images and guidance text are displayed for each individual step of the scanning workflow. - Both images and text are easily configurable by the user *syngo WARP - Susceptibility Artifact Reduction* - *syngo* WARP integrates different techniques tailored to reduce susceptibility artifacts caused by orthopedic MR-conditional metal implants. 2D TSE sequence combining optimized high-bandwidth protocols and View Angle Tilting (VAT) techniques. This helps in evaluation of soft tissue in proximity of the implant. Available protocols include T1- weighted, T2-weighted, proton density and STIR contrast. New with SW *syngo* MR E11: - Advanced WARP application consists of SEMAC, a technique to reduce gross metal artifacts (i.e. through-plane artifacts) caused by large orthopedic implants. The main clinical applications are in hip and knee joint replacements. Available protocols include T1-weighted, T2-weighted, proton density and STIR contrast. *Customization* The Large Joint Dot Engine can be modified by the user to their individual standard of care. - Add/remove protocol steps - Change guidance content (images and text) - Change or add Dot exam strategies - Add clinical decision points - Add/remove parameters in the parameter viewing card
4MR5142869 **Armrest #MR**	An MR-compatible arm rest that supports the patient's arm on the magnet patient table when starting intravenous lines. The board is removed after the IV is inserted. This product has been tested and verified for compatibility with the following Siemens' products: MAGNETOM Trio,

Part No. / Product	Description
(Continued) **4MR5142869** **Armrest #MR**	Verio, Espree, Essenza, Avanto, Symphony, Area Skyra and Biograph mMR. Compatibility with other products cannot be assured and may void service contracts and/or system warranties.
MR14416965BU **ASL Bundle - 2D ASL and 3D ASL**	2D multi-slice EPI sequence with full iPAT compatibility for rapid assessment of relative CBF. Consists of a spatially selective inversion pulse combined with different types of saturation pulses (slice presaturation, label slab saturation) and can be classified under PASL (Pulsed Arterial Spin Labeling). Fully automated Inline calculation of relCBF color maps for assessment of perfusion. Prospective motion correction and spatial filtering can be applied to the inline calculation to improve the image quality. 3D acquisition of non-contrast enhanced brain perfusion with a TGSE sequence for mininal susceptibility and full brain coverage. Higher SNR, optimized contrast uniformity and reduced motion sensitivity. Inline calculation of PWI (perfusion weighted images) for a qualitative assessment of brain perfusion.
14441810 **Body 30 #3T**	The Body 30 is the anterior part of the Body 60. The Body 30 has a 30-element design with 30 integrated preamplifiers that are arranged in 5 clusters of 6 coil elements each. The Body 30 will typically be used in combination with the Spine 32 for examinations of the thorax, abdomen, pelvis or hip and is also well suited for cardiac or vascular applications. In addition, the Body 30 can be combined with the Spine 32, the Body 18, further Body 30 (optional), the Peripheral Angio 36 (optional), but also the Head/Neck20 and the 4-channel flex coils (e.g. Flex Large 4, Flex Small 4). It contributes for all large-Field-of-View applications up to whole-body imaging. It can be positioned in different orientations and addresses the requirement range for the examinations of obese patient to small patients. The light weight coil with its new viscoelastic material improves patient comfort and can be easily connected via SlideConnect technology. No tuning of the fully iPAT-compatible Body 30 is necessary allowing for efficient and patient friendly set-up. The dimensions of the Body 30 are 460 mm × 600 mm × 55 mm (L x W x H). Its weight is about 3 kg whereas the patient feels as little weight as only about 1.6 kg.
08464872 **PC Keyboard US english #Tim**	The keys of the numerical key panel are assigned to syngo-specific functions and labeled with the corresponding syngo icons. The keyboard supports the country specific special characters.
14441759 **FREEZEit Body MRI Package #T+D**	Main Features: - TWIST VIBE is a VIBE sequence with CAIPIRINHA capability providing high spatial resolution. The view-sharing mode provides temporal information to ensure the right contrast timing for different lesions. Dixon is used for fat-water separation. - StarVIBE allows body imaging in free breathing mode, providing a solution for patients without breath hold capabilities.
14416929 **Advanced Cardiac Package #T+D (Optional)**	Combining the unique advantages of Tim and *syngo* BEAT with iPAT and powerful gradients, it allows performing cardiac MR examinations without compromise in image resolution or acquisition speed. *syngo* BEAT is a unique tool for fast and easy cardiovascular MR imaging. It provides 1-click switch from cine imaging to tagging for wall motion evaluation and 1-click switch from 2D to 3D imaging. *syngo* BEAT automatically adjusts all parameters associated with the changes. **Cardiac and Vessel Morphology** - Multi echo technique for e.g. thalassemia assessment - 3D aortopathy imaging with free breathing (SPACE) **Global or Regional Wall Motion Analysis with *syngo* BEAT** - 3D cine acquisition for full CT-like heart coverage - 2D segmented FLASH for visualization of the regional wall motion using various tagging techniques (grid or stripes) **Dynamic myocardial imaging with *syngo* BEAT** - Ultra-fast, high-SNR sequence for dynamic imaging with GRE EPI contrast for stress and rest exams **Tissue characterization with *syngo* BEAT** - Robust myocardial tissue characterization with 3D PSIR (phase-sensitive inversion recovery), e.g. after myocardial infarction or for differentiation of cardiomyopathies

Part No. / Product	Description
(Continued) 14416929 Advanced Cardiac Package #T+D (Optional)	- Fast and complete coverage of the myocardium with IR 3D FLASH and TrueFISP **Coronary imaging with *syngo* BEAT** - 3D Whole-Heart non-contrast Coronary MRA - 3D Whole-Heart MRA with advanced free-breathing navigator compensating diaphragm shifts during the acquisition (motion-adaptive respiratory gating)

14416923
Abdomen Dot Engine #T+D (Optional)
	Abdomen Dot Engine
	Guidance view
	- Step-by-step user guidance is seamlessly integrated.
	- Example images and guidance text displayed for each step of scanning workflow.
	- Both images and text are easily configurable by the user
	
	Patient View
	- Easily tailored to the individual patient.
	- Several pre-defined, integrated Dot Exam Strategies are included
	- Single click update of queue and the complete scan set-up.
	- Integrated contrast media protocols (Vibe Dynamic)
	
	Parameter View
	- A new view that displays the essential parameters
	- Can be opened at any time during an examination
	
	Automatic sequence scaling
	- Auto FoV: optimal FoV is proposed, based on the localizer images.
	- AutoNavigator: based on automatic breathing pattern detection and scaling of triggered scans.
	- Breath-hold adaptations
	
	Dot Exam Strategies
	Personalize to the individual patient condition and clinical need.
	- Predefined strategies:
	  - Standard with breath-hold
	  - Standard with PACE triggering
	  - Limited patient capabilities using *syngo* BLADE and PACE triggering.
	
	Dot Decisions
	Seamlessly integrated into scanning workflow:
	- Select the queue and the appropriate protocol or set of protocols are automatically added.
	- Abdomen Dot Engine integrates MRCP and Diffusion decision points.
	
	Timeline setup and monitoring
	Convenient visual overview of multi-phase breath-hold examinations and CM enhancement curve visualization.
	
	Auto Voice Commands
	- Played automatically
	- Facilitate timing of scanning, breathing and contrast media.
	- The user controls breath-hold or pauses are actually played
	- Ability to add pauses between automatic breath-holds.
	
	Auto Bolus Detection
	- Automatically initiates the dynamic upper abdomen examination based on bolus detection.
	- The user can override this function.
	
	Inline radial range calculation for MRCP

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Fax: (336) 856-9995

SIEMENS REPRESENTATIVE
Edwin Winicki - (336) 688-0978

Part No. / Product	Description
(Continued) **14416923** **Abdomen Dot Engine #T+D** **(Optional)**	- MRCP is measured - Inline Radial Ranges are automatically generated. ***Inline Subtraction*** Automatically subtracts the native (non-contrast) measurement from the arterial, portal-venous and late phase. ***Inline Registration*** The system automatically performs a registration / alignment of the anatomy for the different dynamic phases, of interest when examining nodular enhancing pathologies. ***Customization*** Existing Dot Engines can be modified by the user to their individual standard of care. - Add / remove protocol steps - Change guidance content (images and text) - Change or add Dot Exam Strategies and Decision Points - Modify the Parameter View
14441761 **LiverLab #T+D** **(Optional)**	Main Features: - The inline screening Dixon sequence gives the user a first overview of possible fat and/or iron overload in the whole liver. - Based on the result images, liver segmentation runs without user interaction. - If further evaluation is needed, the user can choose from two methods: 1. HISTO is a pushbutton single breath-hold single voxel spectroscopy method to calculate fat fraction as well as water R2. 2. Multi-echo Dixon is an image based method to calculate maps such as water, fat, fat signal percentage, and R2*.
14446385 **MyoMaps # 3T** **(Optional)**	The MyoMaps package enables the calculation of quantitative T1 and T2 parametric maps at the heart. The calculation is available shortly after the measurement is finished without the need of post-processing. **T1 Parametric Map** - Acquisition based on ECG triggered modified look-locker inversion recovery (MOLLI) - T1 parametric maps could be used to enhance the characterization of both ischemic and non-ischemic heart disease. **T2 Parametric Map** - Acquisition based on T2-prepared TrueFISP sequence - T2 parametric maps could be used to enhance the evaluation of myocarditis and heart transplant rejection.

SIEMENS Healthcare

EXHIBIT 3

PENGAD 800-631-6989

CONTRACT ADDENDUM
February 06, 2018

Sales Agreement Quotation 1-CYGI4A for Carolinas Healthcare,
Siemens Sales Order Number 30190714, Purchase Order Number C1779485, for a MR Options & Upgrades (Includes Accessories) system

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This Addendum shall become part of the Sales Agreement 1-CYGI4A (equipment) between Siemens Medical Solutions USA, Inc. ("Siemens") and Carolinas Healthcare (Customer). If there is any conflict between the terms of this Addendum and the terms of Agreement, the terms of this Addendum shall control. Capitalized terms used herein and not otherwise defined herein, unless the context otherwise requires, shall have the same meanings set forth in the Agreement.

Customer proposes to make the following changes to quote:

Add part(s):
1x 14446558 : Simultaneous MultiSlice EPI
1x 14405341 : Mapit
1x 14418513 : Hand/wrist coil
1x 14416923 : Abdomen Dot Engine

The contract total will change from $900,000 to $1,001,722.

Please revise your PO to account for the new contract total.

Siemens Medical Solutions USA, Inc.

By (sign): _____
Name: Kathleen Maguire
Title: Zone Controller
Date: February 06, 2018

Carolinas Healthcare

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

Siemens Medical Solutions USA, Inc.

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

PROPOSED TOTAL CAPITAL COST OF PROJECT

Project name: Carolinas Healthcare System – Morehead Medical Plaza MRI Upgrade

Provider/Company:

(1)	Purchase price of land	0
(2)	Closing costs	0
(3)	Site Preparation	0
(4)	Construction/Renovation Contract	$120,084
(5)	Landscaping	0
(6)	Architect/Engineering Fees	$33,500
(7)	Medical Equipment	$965,250
(8)	Non Medical Equipment	0
(9)	Furniture	0
(10)	Consultant Fees (CON Fees, Legal Fees, Design Fees)	0
(11)	Financing Costs	0
(12)	Interest During Construction	0
(13)	Other (IS, Security, Internal Allocation)	$90,945
(14)	**Total Capital Cost**	$1,209,779

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

DAMIAN Hunt

3/27/18

(Signature of Licensed Architect or Engineer) *DATE*

PAUL DAMIAN HUNEYCUTT
REGISTERED ARCHITECT
11241
NORTH CAROLINA
CHARLOTTE, N.C.

Sales taxes have been included in these equipment costs. However, because CHS is entitled to a sales tax refund under N.C. Gen. Stat. § 105-164.14(b) and 105-467, the sales tax that CHS initially incurs for this medical equipment purchase will be refunded to CHS, and thus will reduce the capital costs that CHS actually incurs for the equipment by $122,657.

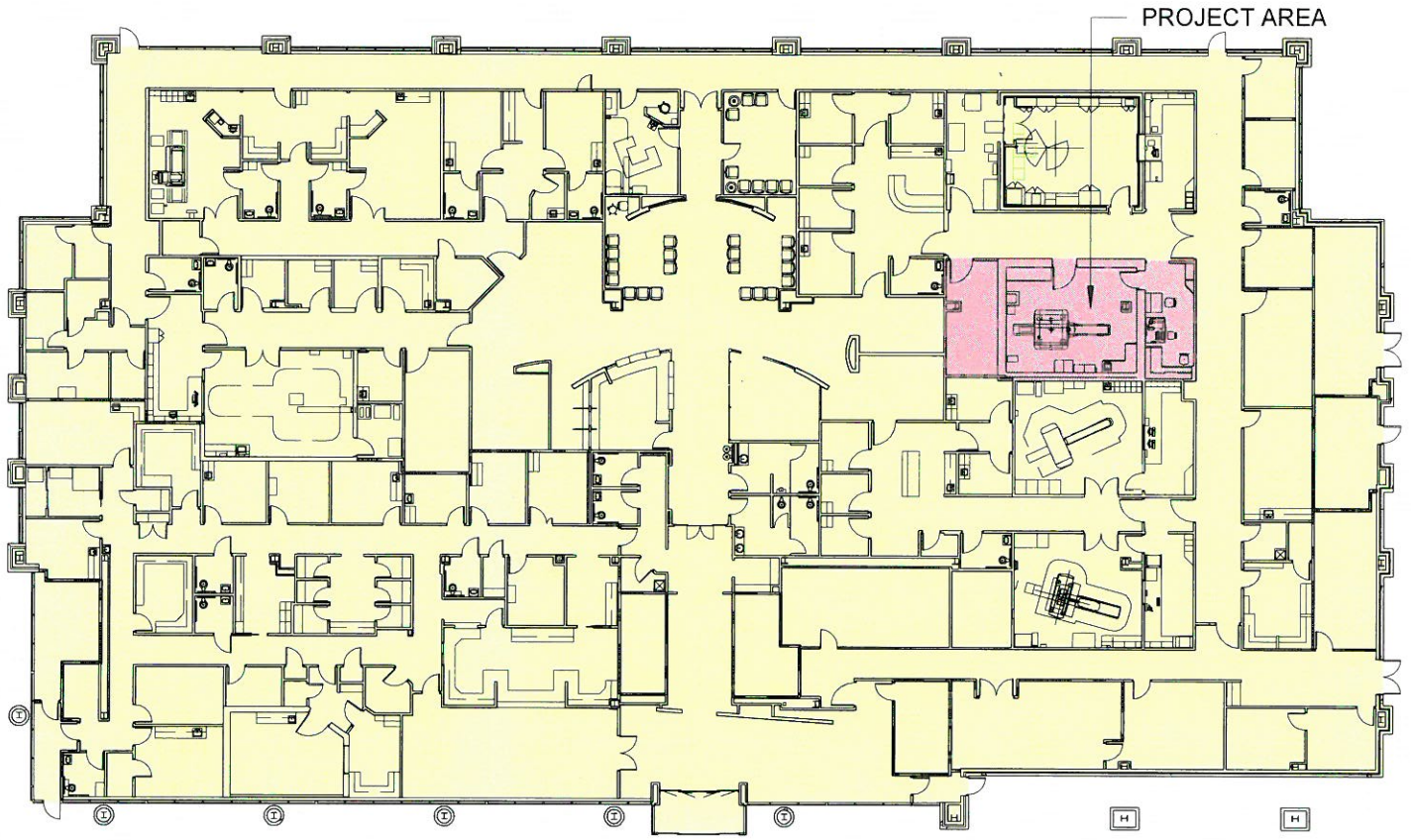
COLOR KEY

EXISTING BUILDING

MRI - 949 SF

EXHIBIT 5A

PENGAD 800-631-6989



OVERALL PLAN

CERP2018 CMC Main MMP MRI Upgrade

Carolinas HealthCare System *3/21/2018*

Morehead Medical Plaza

COLOR KEY

EXISTING BUILDING

MRI - 949 SF

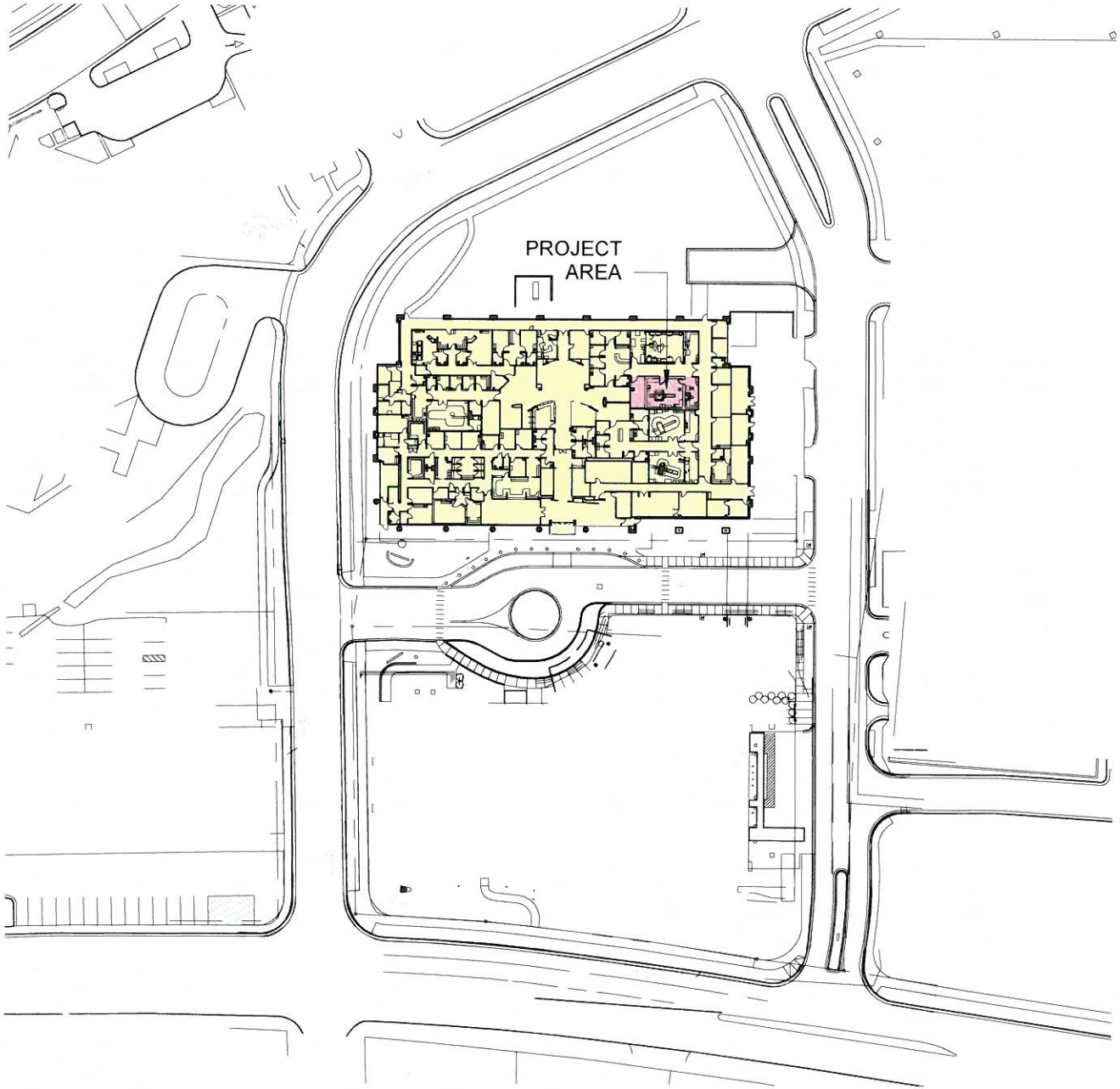


EXHIBIT 58

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SITE PLAN

CERP2018 CMC Main MMP MRI Upgrade

Carolinas HealthCare System *3/21/2018*

Morehead Medical Plaza