NC DEPARTMENT OF
HEALTH AND HUMAN SERVICES

JOSH STEIN • Governor
DEVDUTTA SANGVAI • Secretary
MARK PAYNE • Director, Division of Health Service Regulation

VIA EMAIL ONLY

April 25, 2025

Kristy Kubida
kristy.kubida@conehealth.com

Exempt from Review – Replacement Equipment

Record #:	**4760**
Date of Request:	April 14, 2025
Facility Name:	Cone Health
FID #:	943494
Business Name:	The Moses H. Cone Memorial Hospital Operating Corporation
Business #:	1811
Project Description:	Replace CT scanner
County:	Guilford

Dear Ms. Kubida:

The Healthcare Planning and Certificate of Need Section, Division of Health Service Regulation (Agency), determined that the above referenced project is exempt from certificate of need review in accordance with G.S. 131E-184(a)(7). Therefore, you may proceed to acquire without a certificate of need the Siemens Somatom X.ceed to replace the Siemens Somatom Definition, Control #: 36014 FL: 400-467535. This determination is based on your representations that the existing unit will be sold or otherwise disposed of and will not be used again in the State without first obtaining a certificate of need if one is required.

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,

Yolanda W. Jackson

Yolanda W. Jackson
Project Analyst

Micheala Mitchell

Micheala Mitchell
Chief

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

CONE HEALTH®
The Network for Exceptional Care

Strategy and Planning
1200 North Elm Street
Greensboro, NC 27401-1020
336.663.5600
www.conehealth.com

April 11, 2025

Ms. Micheala Mitchell, Chief
Ms. Yolanda Jackson, Project Analyst
Healthcare Planning and Certificate of Need Section
Division of Health Service Regulation, NC DHHS
2704 Mail Service Center
Raleigh, NC 27699-2704

Re: Computed Tomography (CT) Equipment Replacement at The Moses H. Cone Memorial Hospital (Lic# H0159/FID#943494)

Dear Ms. Mitchell and Ms. Jackson:

I am writing to you today to provide prior written notice that The Moses H. Cone Operating Corporation d/b/a Cone Health intends to replace one (1) computed tomography (CT) scanner at The Moses H. Cone Memorial Hospital pursuant to NCGS § 131E-184(g). This equipment replacement project will not increase the total inventory of CT scanners owned and operated by Cone Health.

The existing equipment is a Siemens Somatom Definition CT scanner purchased by Cone Health in 2014 that has now reached the end of its useful life. Current downtimes have increased due to the age of the equipment. The existing CT scanner downtimes are extended due to the challenge of finding equipment to repair it. The new Siemens Somatom X.ceed replacement CT scanner will allow for more patient exams each day due to faster scan times and higher quality images. Please see *Attachment 1* for a comparison of the features of the existing and proposed replacement equipment.

The capital cost for the new Siemens Somatom X.ceed machine is $1,371,237. *Attachment 2* includes a quote from Siemens for the replacement equipment. Page 13 indicates that Siemens will remove and dispose of the existing CT machine. The total capital cost for the project is estimated to be $1,821,237, including $450,000 of construction costs, which were estimated by CPL Architecture, the architect for this project, based on their experience with similar projects.

The proposed project meets the requirements set forth in NCGS § 131E-184(g). First, the total cost of construction does not exceed the three-million-eighty-nine-thousand-four-hundred-dollars ($3,089,400) threshold. Second, the sole purpose of this capital expenditure is to replace and renovate existing major medical equipment. See

attachment 3 for a copy of the 2025 License Renewal Application. Third, this project will not lead to a new institutional health service. Finally, this letter serves as prior written notice to the Department.

I look forward to receiving confirmation of the exempt nature of this project. Please feel free to reach out to me with any question.

Sincerely,

Kristy Kubida
Executive Director
Strategy and Planning

Attachment

cc: Chris Deangelo, Executive Director, Radiology Services, Cone Health
Sherry Nance, Director of Imaging Services, The Moses H. Cone Memorial Hospital and Wesley Long Hospital

Attachment 1

Equipment Comparison Form

EQUIPMENT COMPARISON

	EXISTING EQUIPMENT	REPLACEMENT EQUIPMENT
Type (e.g., Cardiac Catheterization, Gamma Knife®, Heart-lung bypass machine, Linear Accelerator, Lithotriptor, MRI, PET, Simulator, CT Scanner, Other Major Medical Equipment)	CT Scanner	CT Scanner
Manufacturer	Siemens	Siemens
Model number	Somatom Definition	Somatom X.ceed
Other method of identifying the equipment (e.g., Room #, Serial Number, VIN #)	Control #: 36014 FL: 400-467535	Receive upon arrival
Is the equipment mobile or fixed?	Fixed	Fixed
Date of acquisition	06/30/2014	Pending 7/30/2025
Was the existing equipment new or used when acquired? / Is the replacement equipment new or used?	New	New
Total projected capital cost of the project <Attach a signed Projected Capital Cost form>	NA	$1,900,000
Total cost of the equipment	$485,910	$1,371,237
Location of the equipment <Attach a separate sheet for mobile equipment if necessary>	MC CT 2	MC CT 2
Document that the existing equipment is currently in use	Yes	NA
Will the replacement equipment result in any increase in the **average charge per procedure**?	NA	No
If so, provide the increase as a percent of the current average charge per procedure	NA	NA
Will the replacement equipment result in any increase in the **average operating expense per procedure**?	NA	No
If so, provide the increase as a percent of the current average operating expense per procedure	NA	NA
Type of procedures performed on the existing equipment <Attach a separate sheet if necessary>	General CT exams/Procedures	NA
Type of procedures the replacement equipment will perform <Attach a separate sheet if necessary>	NA	General CT scans/Procedures

Date of last revision: 5/17/19

Attachment 2

Equipment Quote

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

SIEMENS REPRESENTATIVE
Lori Van Hout - +1 (720) 378-3685
lori.vanhout@siemens-healthineers.com

Customer Number: 0000030848

Date: 03-20-2025

THE MOSES H. CONE MEMORIAL HOSPITAL OPERATING CORPORATION dba CONE HEALTH
1200 N ELM ST
GREENSBORO, NC 27401

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

Table of Contents **Page**

Contract Total: 1,371,237 USD
(total does not include any Optional or Alternate components which may be selected)

Proposal valid until 05-04-2025

Estimated Delivery Date: 07-15-2025

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.

Notwithstanding anything else in this Agreement, or in any applicable group purchasing agreement terms, if Purchaser does not accept delivery within 120 days from order execution, then Seller may, at its option, adjust the prices in the quotation by written notice. In such event, Purchaser will then have the option to cancel the order without payment of a cancellation charge provided Purchaser notifies Seller within ten (10) days of the date of Seller's notice of the price adjustment.

The parties hereby expressly agree that the Premier Healthcare Alliance, L.P. Group Purchasing Agreement—Imaging Products and Services effective October 1, 2015 (Contract Number(s) PP-IM273) and Siemens Terms and Conditions of Sale and Software License Schedule attached hereto shall govern the purchase of Products pursuant to this Quotation.

This proposal includes the trade-in of equipment referenced in Trade Sheet Project #2024-0614.

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

SIEMENS REPRESENTATIVE
Lori Van Hout - +1 (720) 378-3685
lori.vanhout@siemens-healthineers.com

Accepted and Agreed to by:

Siemens Medical Solutions USA Inc.		**THE MOSES H. CONE MEMORIAL HOSPITAL OPERATING CORPORATION dba CONE HEALTH**	
By (sign):	_____	By (sign):	_____
Name:	Lori Van Hout	Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

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

By (Sign): _____

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Quote Nr:	**CPQ-1121679 Rev. 3**
Terms of Payment:	**00% Down, 80% Delivery, 20% Installation** **Free On Board: Destination**
Purchasing Agreement:	PREMIER PURCHASING PARTNERS LP PREMIER PURCHASING PARTNERS LP terms and conditions apply to Quote Nr CPQ-1121679 Customer certifies, and Siemens relies upon such certification, that : (a) PREMIER PP-IM-273 CT is the sole GPO for the purchases described in this Quotation, and (b) the person signing this Quotation is fully authorized under the Customer's policies to choose and indicate for Customer such appropriate GPO.

SOMATOM X.ceed

All items listed below are included for this system:

Qty	Part No.	Item Description
1	14472495	**SOMATOM X.ceed** SOMATOM X.ceed is a high-resolution, high-speed, low-dose CT with the category-best imaging chain and innovative workflow solutions.
1	14468523	**Identifier SRS** Smart Remote Service (SRS) is a secured data link that connects your medical system to Siemens service experts. Via SRS, the performance and condition of your equipment can be monitored in real time. SRS makes a broad range of proactive and interactive services available. A VPN connection is to be provided by Customer. The Customer agrees to allow connection to Siemens' remote service diagnostic equipment to the secured telecommunications link at his own expenses. The Customer bears the cost of any technical requirements for any such connection over and beyond the actual product (e.g. establish a broadband connection).
1	14472508	**Power configuration** The Power configuration bundle contains the following parts: 120 kW Generator The 120 kW power allows the X-ray generator the use of maximum power of 120 kW in fine adjustable steps. The 120 kW Generator in combination with the Vectron tube enables scanning with 70 kV up to 150 kV in 10 kV steps.

Qty	Part No.	Item Description
		High-speed 0.25 s This option provides a rotation speed of down to 0.25 sec per rotation, for outstanding image quality and very high scan speeds. Fast gantry rotation times are the prerequisite for highest temporal resolution and are therefore essential for brilliant, motion free imaging especially in cardiovascular imaging. IRS X. Power Contains IRS X. Power (Imaging Reconstruction System) for the preprocessing and reconstruction of the CT raw data. The reconstruction computer contains of a cluster of high-performance GPU boards performing the preprocessing and reconstruction of the CT data. ICS X. Power Contains ICS X. Power (Imaging Control System) including High-performance computer CPU.
1	14468005	**Patient Table 2000mm / 307kg** Patient Table (Vario2) with 2000 mm / 78.7" scanable range with patient table extension. The table has a maximum table load of 307 kg / 676 lbs.
1	14468262	**Mattress for PHS 2000mm** Mattress for the comfortable positioning of the patient on the CT table.
1	14468306	**Accessory tray** Tray at the foot of the mattress to place small accessories like e.g. ECG cable.
1	14468305	**Mattress Protector short** Protection which reduces table contamination of the CT table. Using this cover allows fast, easy cleaning even of problem areas and increases the system running time of the CT.
1	14468006	**Foot Switch for Pat.Table control** Foot switch for patient table control
1	14468007	**Table Extension** Comfortable table accessory to extend the maximum scan range.
1	14482564	**Positioning & Fixation Set** Positioning & Fixation Set including arm support, patient fixation straps and 40 cm positioning straps.
1	14468017	**2nd Control-room Monitor** The second control room monitor enables additional visual space to support your SOMARIS 10 View&GO workflow.
1	14468043	**Cooling System Water** Water heat exchanger for the dissipation of heat generated in the gantry to an environmentally friendly cooling water circulation system.
1	14468302	**UPS incl. Rack**

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Qty	Part No.	Item Description
		Uninterruptible power supply with battery backup. The UPS ensures the supply of power to the computer system and color monitor in the event of line voltage fluctuations and brief power failures.
1	14468010	**iMAR** The iMAR metal artifact reduction algorithm combines three successful approaches (beam hardening correction, normalized sinogram inpainting and frequency split). This makes it possible to reduce metal artifacts caused by metal implants such as coils, metal screws and plates, dental fillings or implants. Along with the algorithm comes the simple user interface of iMAR enabling easy reconstruction of clinical images with reduced metal artifacts. iMAR can be combined with iterative reconstruction methods.
1	14472510	**High Resolution Imaging** This package includes a UHR comb with extra wide comb and a precision matrix of up to 1024x1024. The Ultra High Resolution (UHR) Comb allows an efficient utilization of the small focal spot (0.4x0.5) of the Vectron X-ray tube for reconstructions of down to 0.4 mm slices. Precision Matrix Reconstructions of images with matrix sizes of 1024x1024 and 768x768, useful to keep spatial resolution high even at full scan FoV. The right image matrix size 1024x1024, 768x768 or 512x512 is automatically selected (without user interaction) depending on field-of-view for axial and 3D reconstructions, offering a balance between storage demand, reconstruction time and spatial resolution.
1	14468422	**myExam Companion** Intelligence that works with you. myExam Companion launches the era of intelligent imaging. Using the new possibilities of digitalization, it turns data into built-in expertise. This helps technologists reduce unwarranted variations - by unlocking your modality's full potential automatically. myExam Companion guides users through any procedure, so they can interact easily and naturally with both the patient and the technology. It helps generate consistent image reconstruction jobs and standardized results. Shares expertise. myExam Companion turns data into built-in expertise and shares this with users so they can unlock the full potential of their modality. By enhancing the quality of automated support, it helps make exams easier and reduces complexity- no matter the procedure, patient, system or user.

Qty	Part No.	Item Description
		Speaks your language. myExam Companion uses clinical language and visuals that are easy to follow, which simplifies operation, even of unfamiliar modalities. It helps technologists interact easily and naturally with the patient and system, so they can focus better - both on the patient and acquiring consistent results. Helps you on your way. The proactive guidance of myExam Companion helps technologists of any skill level navigate even the most complex CT procedures with ease. To reduce unwarranted variation, it automatically optimizes acquisition and reconstruction parameters to the individual patient.
1	14468018	**Wireless edition** Wireless Tablet and Remote Scan Control for mobile workflow.
1	14468021	**Extra tablet front** Additional wireless Tablet to enable scanner operation from both table sides without detaching the tablet from the charging docks on the gantry.
1	14472521	**i-Joystick** The i-Joystick supports the table movement in z-direction (in and out of the gantry) during CT-guided minimal invasive procedures directly from the table side. It is connected via cable and can be mounted on both sides of the CT-table. The i-Joystick offers the following movement functionality: - Free movement via joystick lever for precise manual table positioning. - Large move button to trigger easy and fast table movement to dedicated positions, e.g. last scan position.
1	14472522	**Tablet dock for patient table** A tablet dock for patient table to mount the tablet at the table side. It can be flexibly positioned along both sides of the patient table. The tablet dock is fully adjustable for an ergonomic independent in-room operation during minimal invasive procedures. Optionally the table dock can be plugged in for an uninterrupted power supply for long interventions.
1	14468029	**X-Ray Foot Switch** Foot switch for triggering scans from the examination room.
1	14472523	**Large Ceiling Monitor** The space-saving ceiling installation along with the large movement range of the ceiling support allow operating convenience when positioning the monitor. Includes 1x32" flat screen monitor Ceiling support for the accommodation and safe installation of one screen monitor in the examination room. The option supports the

Qty	Part No.	Item Description
		display of images in the examination room. Please refer to the Siemens Healthineers official Product Planning Guide regarding mounting
1	14472519	**myNeedle Laser** myNeedle Laser is embedded in the CT gantry and the functionality is fully integrated in the myNeedle Guide workflow. For a previously planned needle path, the myNeedle Laser system projects the needle entry point and insertion angle on to the patient with a maximum deviation of 5 mm. The integration of myNeedle Laser in the software and as well in the hardware reduces workflow steps compared to an external laser guidance system.
1	14472520	**i-Fluoro** i-Fluoro allows for nearly real-time CT fluoroscopic image guidance to support needle positioning in minimal invasive percutaneous procedures. The scan mode i-Fluoro CT scan mode is completely integrated in the interventional workflow of myNeedle Guide. For i-Fluoro scans HandCARE™ can be applied enabling real-time dose modulation to avoid direct X-ray exposure to the physician's hands by switching the radiation off in the upper segment of the 360º tube-rotation. HandCARETM switches off the x-ray exposure for a 100° angle between three user selectable positions (10:00, 12:00 and 2:00 o´clock). i-Fluoro lets you scan continuously, and view images in near real time at up to 10 frames/s on an additional in-room monitor and as well as on the second control room monitor. The acquired images have an image matrix of 512 x 512.
1	14482009	**SW Base Package VB10** SureView, Workstream 4D, High Pitch Spiral 1.7, HD Fov CARE: CARE Dode 4D, Flex Dose Profile, CARE kV, CARE Child, X-CARE, ADMIRE FAST: FAST Planning, FAST Adjust, FAST ROI, GO Technologies: - Check&GO: Metal Detecrtion, Contrast Coverage - Recon&GO: Inline Anatomical Ranges, Inline Bone Removal, Inline Vessel Ranges, Inline Spine Ranges, Inline Rib Ranges, Muti Recon - CT View&GO: Vessel Extension, Endoscopic View, Diameter/WHO Area, Lung Lesion Segmentation, ROI HU Threshold, Spine Ranges, Average - Syngo System Security *only available for Wireless and Tablet edition

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Qty	Part No.	Item Description
1	14468479	**syngo Expert-i** Expert-i enables the physician or technician to interact with the syngo Acquisition Workplace from virtually anywhere in your hospital.
1	14482344	**Cardiac Imaging** The Cardiac Imaging Package allows for comprehensive cardiac assessment and clinical consistency in cardiac CT with ease. Optimized, fully tablet-operated scan preparation, fast scanning, and standardized results in every cardiac case enabled by the integrated GO technologies allow you to devote more time to your patient. Especially useful for users less experienced in cardiac CT procedures, the exclusive myExam Companion suggests which settings are more appropriate for every patient based on the procedure and patient characteristics and finds the optimal combination of acquisition and reconstruction parameters. By measuring heart rate and rhythm, the system automatically chooses the most appropriate phase of the heart cycle to scan and later reconstruct. ZeeFree, a detector-width-independent cardiac reconstruction feature which allows the reconstruction of ECG-gated spiral or ECG-triggered sequence data with improved border alignment of stacks originating from separate cardiac cycles or patient breathing. The Cardiac imaging package includes Physiological Measurement Module, ECG cable, Advanced radiotranslucent ECG cable extension, Cardio Spiral, Cardio Spiral Bi-Segment, Adaptive Cardio Sequence, Cardio BestPhase, Zee Free, syngo.CT CaScoring (AWP), Recon&GO - Inline CaScoring, Recon&GO - Inline Cardiac Ranges, Recon&GO - Inline Vessel Ranges (LAD, RCA, CX), View&GO - Inline Heart Isolation, View&GO - Inline Coronary Tree.
1	14482310	**Dual Energy Imaging** Holistic spectral imaging solution including both acquisition techniques: TwinSpiral Dual Energy and TwinBeam Dual Energy. By allowing you to characterize, highlight, and quantify different materials this produces rich diagnostic information that a conventional single source scan cannot deliver. It does this without dose penalty in comparison to a standard 120 kV scan, and even allows you to further minimize radiation with any of our existing dose-reduction technologies. This package also includes a comprehensive set for spectral imaging assessment: a workflow optimized data format with Recon&GO - SPP (Spectral Post-processing) and following DE Post-processing applications: - syngo.CT DE Monoenergetic Plus

Qty	Part No.	Item Description
		- syngo.CT DE Virtual Unenhanced including Iodine Maps These applications are available both as automatic results (Recon&GO Inline and Spectral Recon) and as well as interactive applications (CT View&GO and syngo.CT Dual Energy at AWP).
1	14482315	**DE Advanced Spectral Package** The DE Advanced Spectral Package includes many Dual Energy Applications like DE Direct Angio, DE Gout, DE Calculi Characterization, DE Brain Hemorrhage, DE Lung Analysis, DE Bone Marrow, DE Hard Plaque Display and DE Rho/Z.
1	14482353	**Stroke Reading** Item includes : - CT View&GO Neuro DSA - CT View&GO Stroke Layout - syngo.CT Neuro Perfusion (AWP) - Recon&GO Inline Neuro Perfusion - Recon&GO Inline Brain Hemorrhage
1	14482581	**Neuro Acquisition** Item includes : - Flex 4D Spiral - Neuro - Flex 4D Spiral Dynamic - CTA for Head & Neck - Tiltable Head Holder
1	14482302	**Patient Experience Pro** CARE 2D Camera Gantry-integrated camera for patient observation even within the gantry. CARE Breathe Intuitive color-coded breath hold count-down displayed on the front and rear part of the tunnel. Ring Moodlight Color lighting at the gantry ring.
1	14482355	**myNeedle Guide 3D** myNeedle Guide 3D is part of a cross-modality solution with a common user interface and a unified workflow on SHS imaging systems designed to assist you in planning and guiding the needle during percutaneous CT-guided interventions. myNeedle Guide 3D supports all kind of percutaneous procedures, from simple in-plane interventions, to complex, double-angulated 3D procedures. myNeedle Guide 3D supports planning of multiple needle paths by measuring distances and angles from the target to the needle entry point on one or several axial CT slices and as well on Multi Planar Reconstruction. It includes myNeedle Detection, which automatically detects interventional needles placed in the patient´s body and aligns image views according. myNeedle Guide 3D provides a synchronized workflow between the devices in the

Qty	Part No.	Item Description
		examination room and CT console in the control room. This allows both; independent control of the myNeedle Guide workflow from the examination room and interventions assisted by the technologist from the control room.
1	14472499	**ELEVATE R >= 128 slice > X.ceed** Elevate from >= 128 slice configuration system to the SOMATOM X.ceed.
1	PSPD250480Y3K	**Surge Protective Device (SPD)**
1	CTSDEF01	**CT Slicker** Thermoseal seams and flaps deflect fluids, reducing contaminant penetration into the cushion and table. Contaminants are retained on the tabletop or shunted to the floor. Cleanup is faster, more thorough, and contaminant build-up is reduced. Built using heavy, clear, micro matte vinyl, and top grade hook and loop fastening strips (Velcro) to better fit the specified table. Custom vinyl resists tears and minimizes radiologic interference. Latex free. Set includes CT Skirts. Shipped with main cover, a catheter bag holder, and 3 restraining belts unless otherwise noted. Includes warranty from RADSCAN Medical.
1	4SPAS014	**Low Contrast CT Phantom & Holder**
1	ACCESS_PROTECT	**Access Protection** Scan Protocols are password protected allowing only authorized staff members to access and permanently change protocols
1	CARE_DOSE4D	**CARE Dose4D** CARE Dose4D delivers the highest possible image quality at the lowest possible dose for patients - maximum detail, minimum dose. Adaptive dose modulation for up to 60% dose reduction
1	CARE_DOSE_CONFIG	**CARE Dose Configurator** CARE Dose Configurator: Enhancement of Siemens‘ renowned real-time dose modulation CARE Dose4D, introducing new reference curves for each body region and for each body habitus allowing to adjust the configuration even more precisely to the patient‘s anatomy.
1	CARE_BOLUS	**CARE Bolus** Operating mode for CM-enhancement-triggered data acquisition.
1	DICOM_SR	**DICOM SR Dose Reports** DICOM structured file allows for the extraction of dose values (CDTIvol, DLP)
1	DOSELOGS	**DoseLogs** Whenever a dose limit exceeds the established reference dose levels (Dose Notification and Dose Alert) a report is automatically created on the system, enhancing your ability to track radiation dose.

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Qty	Part No.	Item Description
1	DOSE_ALERT	**Dose Alert** Dose Alert: Dose Alert automatically adds CTDIvol and DLP values depending on z-position (scan axis). The Dose Alert window appears, if either of these cumulative values exceeds a user-defined threshold.
1	DOSE_NOTIFICATION	**Dose Notification** Dose Notification: Dose Notification provides the ability to set dose reference values (CTDIvol, DLP) for each scan range. If these reference values are exceeded the Dose Notification window informs the user.
1	NEMA_XR-29	**NEMA_XR-29 Standard** This system is in compliance with NEMA XR-29 Standard Attributes on CT Equipment Related to Dose Optimization and Management, also known as Smart Dose.
1	SURE_VIEW	**SureView** Provides exceptional image quality at any pitch setting, enabling you to scan faster because you can scan at any pitch without degrading image quality
1	UFC_DETECTOR	**UFC Detector** Ultra Fast Ceramics (UFC) technology is a unique type of scintillation technology material that quickly and efficiently transforms radiation from the X-ray tube into light signals. Its superb overall quantum efficiency and unique short afterglow enable time-critical X-ray detection at low doses and extremely fast data collection.
1	CT_STELLAR_INF	**Stellar Infinity** Siemens' second generation fully integrated detector with TrueSignal and Edge technologies. Due to the full electronic integration of the Stellar Infinity detector, electronic components (microchips, conductors, etc.) are integrated directly at the photo diode. This reduces electronic noise coming from the detector elements and thus significantly improves the signal-to-noise ratio (SNR) for optimized dose efficiency and image quality.
1	SYNGO_VRT	**syngo VRT** Advanced 3D functionality as an extension to the basic 3D viewer, containing volume rendering technique (VRT) and advanced editing functions.
1	SYNGO_BONE_REMOVAL	**syngo Bone Removal** Simple, automated bone removal functionality for the syngo 3D application. Preconfigured algorithms for angiography and hip/pelvis fracture scenarios are included to facilitate fast removal of bone structure for three dimensional presentation and analysis of CT data.
1	WORKSTREAM 4D	**Workstream4D** WorkStream 4D further enhances the already superb workflow of SOMATOM CT scanners by offering direct generation of sagittal,

Qty	Part No.	Item Description
		coronal, oblique or double-oblique reconstructed images directly from CT raw data as part of the CT protocol.
1	CT_LUNGIMAGING_X	**CT_Lungimaging_X**
1	CT_TINFILTER_X	**CT_Tinfilter_X**
1	CT_UPS_X	**CT_UPS_X**
1	CT_MPT_TILT_X	**CT_MPT_Tilt_X**
1	CT_PM	**CT Project Management** A Siemens Project Manager (PM) will be the single point of contact for the implementation of your Siemen's equipment. The assigned PM will work with the customer's facilities management, architect or building contractor to assist you in ensuring that your site is ready for installation. Your PM will provide initial and final drawings and will coordinate the scheduling of the equipment, installation, and rigging, as well as the initiation of on-site clinical education.
1	CT_BTL_INSTALL	**CT Standard Rigging and Installation**
1	CT_ADDL_RIGGING	**Additional Rigging CT $8,200**
1	CT_TRADE_IN_ALLOW	**CT Trade-in Proj#2024-0614, deinstall 12/2025 ($29,200)**
1	CT_EP1_28	**Essential Training PH 1 (Onsite-28) CT** Up to (28) hours of onsite 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 install end date. If training is not completed within the applicable time period, Siemens obligation to provide the training will expire without refund. For US Federal Government orders placed under the HTME IDIQ contract, the terms and conditions of that contract govern in lieu of the foregoing.
1	CT_EP2_16	**Essential Training PH 2 (Onsite-16) CT** Up to (16) 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 install end date. If training is not completed within the applicable time period, Siemens obligation to provide the training will expire without refund.
1	CT_EP2_24	**Essential Training PH 2 (Onsite-24) CT** Up to (24) hours of on-site clinical education training, scheduled consecutively (Monday – Friday) during standard business hours

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Qty	Part No.	Item Description
		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 install end date. If training is not completed within the applicable time period, Siemens obligation to provide the training will expire without refund.
2	CT_INNO_ASSUR	**CT Innovation Assurance Fund**

System Total **1,371,237 USD**

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lori.vanhout@siemens-healthineers.com

FINANCING: The equipment listed above may be financed through Siemens Financial Services, Inc. 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.

PAYMENT OPTIONS: In order to lower the costs of financial processing for all parties, Siemens encourages the use of electronic funds transfer via the Automated Clearing House (ACH) system. Siemens also accepts certain other forms of payment, but credit card or other surcharge or processing fees may apply. For further information, please contact your local Sales Representative.

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

COMPLIANCE: Compliance with legal and internal regulations is an integral part of all business processes at Siemens. Possible infringements can be reported to our communication channel “Let Us Know”.

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

SIEMENS REPRESENTATIVE
Lori Van Hout - +1 (720) 378-3685
lori.vanhout@siemens-healthineers.com

Siemens Medical Solutions USA, Inc. General Terms and Conditions

1. GENERAL

1.1 Contract Terms and Acceptance. These terms and conditions ("Agreement") 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 quotation ("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 Purchaser assume that the Purchaser 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. Payment shall be made via check or ACH/Wire; any use of alternative payment method must be approved in advance by Seller and may include any applicable services charges.

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 upon such delivery to storage.

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 tax exemption certificate provided by Purchaser.

4. TERMS OF PAYMENT; DEFAULT

4.1 Payments; Due Date. Payment shall be made in accordance with the 'Terms of Payment' reflected in the quotation detailed above based upon Purchaser's group purchasing organization ("GPO") affiliation as of the date of the quotation. In the event no terms of payment are detailed in the quotation above, then 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 (or as otherwise agreed by both parties in writing), as applicable, then the balance of payments shall be due on the day following such scheduled 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; and/or (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 Purchaser shall comply with all applicable sanctions, embargoes, and (re-)export control laws and regulations and, in any event with those of the United States of America and any locally applicable jurisdiction (collectively "Export Regulations").

5.2 Upon request by Seller, Purchaser shall promptly provide Seller with all information pertaining to the particular end customer, the particular destination and the particular intended use of the Products and Services provided herein. Purchaser will notify Seller prior to Purchaser disclosing any information to Seller that is defense related or requires controlled or special data handling pursuant to applicable government regulations and will use the disclosure tools and methods specified by Seller.

5.3 Purchaser will indemnify and hold harmless Seller, its affiliates, subcontractors, and their representatives against any claims, damages, fines and costs (including attorney's fees and expenses) relating in any way to Purchaser's noncompliance with this Section 5, including Purchaser's and its third party business partners' violation or alleged violation of any Export Regulations, and Purchaser will compensate Seller for all losses and expenses resulting thereof.

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 or as otherwise agreed by the parties in writing. 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 of the Products or shown as included in the quotation 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, epidemics, pandemics, 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 deemed installed in accordance with Section 12 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 Seller's Smart Remote Services software in accordance with the Smart Remote Services Schedule attached hereto and incorporated herein.

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, unless otherwise agreed to in writing by both parties. 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 required to install the Products 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 so that Seller may commence with installation and final calibration without delay. 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 at time of delivery. Seller shall delay installation of the Products until Purchaser has completed the removal of any hazardous materials and has taken any other precautions and completed any other pre-installation work required by applicable regulations and/or Seller specifications; and Purchaser shall reimburse Seller for any increased costs and expenses incurred by Seller that are the result of or are caused by such delay. In the event that Purchaser requests delivery prior to the completion of its site readiness obligations, Purchaser assumes all risk of damage or loss to the Products associated with such early delivery and shall reimburse Seller for any increased costs and expenses incurred by Seller that are the result of or are caused by any such early delivery. In the event the delivery of the Products is delayed without prior written approval by Seller by more than forty-five (45) calendar days from the scheduled delivery date in accordance with Section 6.1 herein due to Purchaser's failure to complete all requisite pre-installation work or Purchaser's refusal to accept delivery, then the Products shall be deemed installed on the scheduled delivery date for the purposes of Section 10.1 herein.

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 (if applicable).

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. In the event Purchaser's GPO affiliation is identified in the 'Purchasing Agreement' section of the quotation, then the terms of such GPO agreement to which Purchaser is a participating member shall apply as identified, provided that in the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of any applicable GPO agreement to which Purchaser is a participating member, the terms and conditions of this Agreement shall control.

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 financing arrangements that have been approved by Seller).

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.

Smart Remote Services Schedule
To the Terms and Conditions of Sale

Seller and Purchaser agree that the provision of service and support for the Products shall be provided in accordance with this Smart Remote Services ("SRS") Schedule. All capitalized terms not defined herein shall have the meanings given to them in the Agreement detailed above.

a. System Monitoring. Seller provides services for remote monitoring of certain Products used by Purchaser (hereafter, "Applicable Equipment"). In connection with such services, Seller uses SRS, a persistent online connection between Seller or its affiliates and the Applicable Equipment to monitor the performance of Applicable Equipment and deliver updates and patches to permit Seller monitoring of the performance of the Applicable Equipment anonymously ("SRS Connection"). SRS is installed on the analyzer computer or server, and works within a domain environment, workgroup, or on a standalone system. In the event that Purchaser fails to provide or maintain the SRS Connection for the Applicable Equipment, then Seller shall have the option to terminate the provision of warranty service and support under the Agreement and any applicable Supplements or Schedules thereto. In addition, any Uptime Performance Guarantee or Availability Commitment of the Applicable Equipment (if applicable) shall be void if the SRS Connection is not provided and available 24 hours per day, 7 days a week. For the purposes of this Schedule, 'Security Concept' means Seller IT security concept, which can be found under the following link or which Seller will send to Purchaser upon request:

https://www.siemens-healthineers.com/services/customer-services/connect-platforms-and-smart-enablers/smart-remote-services

'Technical Data' means information available through the SRS Connection and may include: (i) application logfiles, errors occurred, device properties, quality control (technical status information); (ii) configuration, software versions, patches, licenses, network settings, device service history (asset and configuration data); (iii) sequences of performance of various tasks, used applications/licenses and interactions with the application (utilization data); (iv) any reagents and consumables loaded onto the Applicable

Equipment; (v) any other data explicitly agreed; and in each case not related to an identified or identifiable natural person. 'Smart Technical Data' means correlated Technical Data derived from the Applicable Equipment to support prediction of the Applicable Equipment service requirements. Cyberthreat" means any circumstance or event with the potential to adversely impact the Products via unauthorized or unlawful access, damage and/or destruction, disclosure of information, modification, corruption or alteration of information, and/or denial of service rendering the Products unavailable or inoperable. "EoS" means End of Support, the date Seller notifies Purchaser that the service parts and any other services for the Products will no longer be available. "Insignificant" means a categorization of a Vulnerability the exploitation of which, taking into account the individual Products attributes and/or the respective operating environment, is not reasonably expected and/or would not result in a foreseeable impairment of the Products' secure operation or provide access to personal information. "IT Security" means safeguarding the uninterrupted operation of the Products against interference caused by exploited Vulnerabilities, as well as the availability, confidentiality and integrity of data and information created, stored, and/or transmitted by the Products. "Patch(es)" means a Products and/or operating system (OS) update that addresses security vulnerabilities within the Products. "Vulnerability" means a weakness in the Products that could be exploited by a Cyberthreat and are assigned a significance level in accordance with FDA Post-Market Guidance for Cybersecurity of Medical Devices.

Seller and its affiliates are authorized to access, maintain, repair, calibrate, update or patch the Applicable Equipment that is the object of the SRS Connection or provide remote training in every case through the SRS Connection and use any Technical Data collected via the SRS Connection for the aforementioned purposes. If the Applicable Equipment hereunder is covered by a warranty period or extended service plan, then Seller, its affiliates and other companies engaged by Seller are also authorized to carry out through the SRS Connection additional system monitoring services supported by the covered Applicable Equipment.

b. Access to Data and Use of Data. Purchaser hereby irrevocably permits Seller and its affiliates to use for their own business, product surveillance, research or development purposes (e.g. determine trends of usage products and services, improvement of products, services and software), for facilitating and advising on continued and sustained use of products and services, substantiation of aggregated product and services marketing claims and for benchmarking purposes, without restrictions in terms of time, transferability, replication, location or content: (i) Technical Data that is collected via the SRS Connection; and (ii) Smart Technical Data that is collected via the SRS Connection from the Applicable Equipment.

c. Purchaser Obligations for SRS Connection. (i) Purchaser shall permit the SRS Connection to be established by connecting the Applicable Equipment either directly or through a gateway or networked computer at Purchaser's own expense to a secured telecommunications link via a broadband connection and Purchaser shall bear the cost of any technical requirements for any such connection that is not a part of the Applicable Equipment (e.g. establishing a broadband connection); (ii) Purchaser shall support Seller in protecting against Cyberthreats by implementing and continuously maintaining a holistic, state-of-the-art security concept protecting Purchaser's IT infrastructure; (iii) Purchaser shall not connect any Applicable Equipment to the SRS Connection that does not comply with state-of-the-art security policies or is otherwise approved by Seller; (iv) Purchaser shall not use the SRS Connection in a way that impairs or disrupts the integrity of the SRS Connection or Seller's IT infrastructure; and (v) Purchaser shall not transmit any data containing viruses, Trojan horses or other programs that may damage or impair the SRS Connection or Seller's IT infrastructure.

d. Purchaser's Cybersecurity Obligations. In order to protect the Products against Cyberthreats, Purchaser shall implement and continuously maintain a holistic, state-of-the-art security program for its IT infrastructure, including regular network scanning, provided however, that:

(i) network scanning or penetration testing shall not be performed during clinical use of the Products and should optionally be scheduled, with Seller assistance, during downtime;

(ii) the system configuration and/or IT Security controls of the Products as stated in the MDS2 and/or Security Whitepaper provided or made available by Seller at, or prior to, the time of purchase must not be modified;

(iii) if during the deployment of the Products, Vulnerabilities are identified by Purchaser, Purchaser shall align with Seller regarding the severity of the Vulnerabilities taking into account the individual Products attributes and intended operating environment and shall not refuse acceptance of the Products, if the Vulnerability is classified as 'low' by Seller using the Common Vulnerability Scoring System ("CVSS"); and

(iv) Seller's initial response to Purchaser's inquiry on a Vulnerability will be within fifteen (15) days. Seller will evaluate all Vulnerabilities using CVSS and FDA's

definition of "controlled" and "uncontrolled" Vulnerabilities and will make such evaluations available to Purchaser. Seller will periodically release Patches depending on the age of the device and the Products version. If Seller determines the Vulnerability to be critical and uncontrolled, Seller will communicate this determination to Purchaser within thirty (30) days and utilize commercially reasonable efforts to have a mitigation (workaround, patch, etc.) available within sixty (60) days of Seller's determination of an uncontrolled Vulnerability. Unless otherwise specified, no patches may be loaded by Purchaser onto the Products. In the event of a Vulnerability that is reasonably determined by Purchaser to constitute an emergency (meaning that the Products must be taken out of clinical use until the Vulnerability is remedied) needing an expedited response, Seller will collaborate with Purchaser to jointly determine the most prudent action necessary in light of the circumstances.

(v) Purchaser is responsible for preventing unauthorized access to the Products licensed to Purchaser, including but not limited to changing passwords and other protective settings from their default values to individual ones. The Products shall only be connected to an enterprise network or the internet if and to the extent such a connection is authorized by Seller in the instructions for use and only when appropriate security measures (e.g., firewalls, network Purchaser authentication and/or network segmentation) are in place.

(vi) USB-storage media and other removable storage devices shall only be connected to the Products if and to the extent such connection is authorized by Seller in the instructions for use and only when the risk of a malware infection of the Products is minimized through malware scanners or other appropriate means.

(vii) The Product(s) undergoes regular development to further improve its IT Security. Seller strongly recommends that Products updates be applied as soon as they are available and that the latest Products versions are used by Purchaser. The latter might include the purchase of upgrades of hardware and additional Products by Purchaser; provided however, updates to remedy uncontrolled Vulnerabilities and/or clinical performance based on the Products Specification will be provided without additional charge. Use of Products versions that are no longer supported, and failure to apply the latest updates/upgrades may increase Purchaser's exposure to Cyberthreats.

(viii) Purchaser shall notify Seller without delay in case of suspected or actual Cyberthreats or Vulnerabilities of the Products. Disclosure by Purchaser of such information to third parties during the immediately following sixty (60) day period requires prior written consent by Seller.

(ix) In the event that Purchaser resells an item of Applicable Equipment, it shall inform Seller in writing of the name and address of the new owner and shall impose upon that new owner a corresponding obligation in case of further resale. Purchaser is not granted any right to sell or assign its right to use the Applicable Equipment without first obtaining Seller's express written consent.

(x) If Seller provides a Patch via SRS or for download, Purchaser shall promptly install the Patch in accordance with the respective installation instructions given by Seller.

e. Seller Cybersecurity Obligations. In order to protect the Products against Cyberthreats, Seller shall implement and continuously maintain a holistic, state-of-the-art security program for its IT infrastructure, including regular network scanning. In the event that Seller becomes aware of a Vulnerability that Seller does not classify as Insignificant, it shall make available Patches until EoS, until the termination of this Agreement, or up to ten (10) years following the Products delivery, whichever occurs first, provided that Purchaser's Products version is the most recent or at least the penultimate version at the given time, except in the case of third-party Products where the respective Products provider does not have a Patch available, Seller will use commercially reasonable efforts to make a mitigation available for the Vulnerability within 120 days following Seller becoming aware of such Vulnerability. In the case of third-party Products, Seller will make the Patch available to Purchaser without undue delay after such Patches are made available by Seller's licensors and Seller performs the required testing and validating on the Products. Depending on the severity of the Vulnerability as determined by Seller (after consultation with Purchaser), Seller may elect to provide the Patch at the time and as part of upcoming routine updates. If the Applicable Equipment is connected to SRS and Purchaser enables remote distribution of the Patch via SRS, or if Patches are made available for download, the Patches shall be free of charge. However, if the Patch needs to be installed on site by Seller, Seller may charge Purchaser for the expenses (time and material) resulting from the installation. For the sake of clarity; (i) safety, uncontrolled Vulnerability and clinical performance Updates are mandatory and will be provided without additional charge to Purchaser regardless of contract status, and will be implemented by Seller regardless of who may otherwise be servicing the Products; and (ii) all other Updates are non-mandatory ("Refinement Updates") and are not performed unless requested by Purchaser and may be chargeable (e.g., travel, labor, and sometimes charges for parts) depending on Update.

NOTWITHSTANDING THE FOREGOING, SELLER ASSUMES NO LIABILITY WHATSOEVER FOR DAMAGE TO THE EXTENT SUCH DAMAGE IS CAUSED BY THE FOLLOWING:

(i) Purchaser's intrusive IT Security testing;
(ii) unauthorized modification of the system configuration or IT Security controls of the Products;
(iii) the installation of Patches which are not authorized by Seller;
(iv) Purchaser delaying the self-installation of Patches made available by Seller via SRS or for download;
(v) Hacker attacks, cyberthreats or related preventative measures; or
(vi) Failure to perform and maintain adequate backups of Purchaser's data.

f. SRS Limited Warranty. Unless explicitly otherwise regulated the SRS Connection is provided "as is" and Seller does not provide Purchaser with any warranty or guarantee regarding the availability, performance, or quality of the SRS Connection. Seller will not provide an SRS Connection if: (i) the provision is prevented by any impediments arising out of national or international foreign trade or custom requirements or any embargoes or other sanctions; or (ii) there is a defect, malfunction, or other problem with the telecommunications network; or (iii) there is a defect, malfunction, insufficient configuration, or other problem with Purchaser`s infrastructure.

g. Update of Terms and Security Concept. Seller shall set up the technical and organizational process for the SRS Connection and IT infrastructure used by Seller for the establishment of the SRS Connection according to the Security Concept. Seller shall be entitled to modify and/or update the terms of this Schedule for the SRS Connection and/or the Security Concept to reflect technical progress, changes in law and the further development of its offerings. Such modifications and/or updates shall not jeopardize the quality and execution of the SRS Connection. Seller shall inform Purchaser of changes by giving Purchaser at least thirty (30) days prior written notice. Seller will provide Purchaser with access to the updated terms and conditions.

h. Certification of SRS. Seller's service organization shall maintain a certified information security management system for the purposes of the SRS Connection. In this regard, Seller shall be subject to regular external audits by independent third parties. The scope and details of the certification are determined in the current Security Concept.

i. SRS Connection Termination. Seller shall be entitled to suspend the SRS Connection with immediate effect if Purchaser is in breach of the terms contained herein or if Seller, acting reasonably, is of the opinion that the SRS Connection to one or more of Purchaser's Applicable Equipment contains a risk for the security and performance of the IT infrastructure used by Seller.

j. SRS Intellectual Property. Seller (and its licensors, where applicable) will retain all intellectual property rights relating to the Products, including improvements thereto, including any improvements derived from Technical Data or Smart Technical Data, as well as any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Purchaser which are hereby assigned to Seller.

L026-6 Revised February 2025

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

1. DEFINITIONS: The following definitions apply to this Schedule:

"**Agreement**" shall mean the attached (i) Quotation for Products and/or Services including the Terms and Conditions of Sale and applicable schedules; and/or (ii) Software License Agreement describing the software licensed herein and the specific system for which the license is issued.
"**Licensor**" shall mean Siemens Medical Solutions USA, Inc.
"**Licensee**" shall mean the end-user to whom Licensor provides Software or Documentation for its internal use under the Agreement.
"**Software**" shall mean the software described in the attached Agreement, including the following as contained therein: (i) software programs consisting of a series of statements or instructions to be used directly or indirectly in a programmable controller or computer to bring about a certain result and (ii) databases consisting of systemized collections of data to be used or referenced directly or indirectly by a programmed controller or computer. Notwithstanding the foregoing, "Software" does not include "firmware" as such term is conventionally understood. Diagnostic/Maintenance Software also is not included within the scope of the Software licensed under this Schedule, and is available only as a special option under a separate Diagnostic Materials License Agreement and may be subject to a separate licensing fee.
"**Documentation**" shall mean the documents and other supporting materials which are intended to support the use of an associated product, including (but not limited to) instructions, descriptions, flow charts, logic diagrams and listings of the Software, in text or graphic form, on machine readable or printed media.
"**Designated Unit**" shall mean a single control unit or computer identified on the first page of the Agreement, on which Software licensed hereunder may be used by Licensee.
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Revised 03/15/05

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TRADE-IN EQUIPMENT REQUIREMENTS

THE FOLLOWING APPLIES ONLY TO THE EXTENT THAT THE QUOTATION INCLUDES AN EQUIPMENT TRADE IN OR IF A TRADE-IN IS LATER ADDED TO THS QUOTATION VIA A CHANGE ORDER. THESE REQUIREMENTS ARE IN ADDITION TO ANY OTHER REFERENCED TERMS AND CONDITIONS OF THE QUOTATION AND SHALL REMAIN IN EFFECT REGARDLESS OF ANY CONTRARY LANGUAGE IN THE QUOTATION.

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

The trade-in equipment must be made available for removal no later than turnover of the new equipment. Purchaser must vacate the room of all items not listed on the Trade Sheet, or otherwise clearly identify all items listed on the Trade Sheet, prior to the start of the de-installation. If this is not done, Seller will have no liability for items which are subsequently removed or scrapped. If the de-installation or return of the trade-in equipment is delayed by Purchaser for reasons other than a force majeure event, or if upon inspection by Seller it is determined that the equipment does not meet the manufacturer's operating specifications, or if any items listed as included on the Trade Sheet are not made available at the time of de-installation, then trade-in value will be re-evaluated and any loss in value or additional costs incurred by Seller shall be deducted from the established trade-in value and the pricing set forth on this Quotation will be adjusted by change order. In the event that access to the non-ultrasound trade-in equipment is denied past 14 days from turnover, or access to ultrasound trade-in equipment is denied past 30 days from turnover, then Purchaser shall pay to Seller a rental fee in the amount 3.5% of the total trade-in value plus any additional value provided by an Elevate/Promotional program included in this quotation (no less than $1000) for each month, or part thereof, that access is denied. In addition, if the purchase and installation of the new equipment covered by this Quotation is not completed, then Seller shall invoice Purchaser for all costs and expenses incurred by Seller in connection with the de-installation and removal of the trade-n 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 Seller to transfer title and ownership of the equipment to Seller, (ii) it is Purchaser's sole responsibility to delete all protected health information and any other confidential information from the equipment prior to de-installation, without damaging or cannibalizing the equipment or otherwise affecting the operation of the equipment in accordance with its specifications, (iii) any radioactive sources and other hazardous materials are removed from the equipment (iv) equipment has been wiped down and decontaminated of any blood or other potentially infectious materials (v) the equipment, including all updates, upgrades, modifications, enhancements, revisions, software, S/W disks and manuals, shall be returned to Seller in good operating condition, reasonable wear and tear excepted, and (vi) to the extent not prohibited by applicable law, Purchaser shall indemnify and hold Seller harmless from and against any and all claims, demands, causes of action, damages, liability, costs and expenses (including reasonable attorney's fees) resulting or arising from Purchaser's failure to comply with item (i) above.

FOR MR SYSTEMS: Cryogen levels must be least 65% upon time of de-installation.
FOR MOBILE SYSTEMS: System must be road worthy, and a state issued title transferring ownership to Seller (or Designee) must be received prior to the removal of the mobile system.
FOR MODALITY TRADE SYSTEMS (non-ultrasound): The trade-in equipment must be available for inspection within two weeks of the scheduled de-installation date. In addition, Purchaser must provide a clear path for the removal of the trade-in equipment and on the date of de-installation after final inspection and test by the Seller (or Designee) has occurred, the Purchaser must supply licensed tradespeople to disconnect the power and plumbing (including draining and removing and disposing of any hazardous materials including, but not limited to glycol from the chiller and oil from the transformer and radioactive sources, as examples.) Any additional costs due to the need to use a larger rig (other than a standard 80 ton rig), as well as any construction activities, street closings, permits, etc., required to de-install/remove the equipment are out-of-scope costs and will be the responsibility of Purchaser. FOR MI SYSTEMS: It is the Purchaser's sole responsibility to (i) ensure that all radioactive sources and identifying labels are removed from the trade in equipment prior to de-installation; and (ii) for arranging and covering any associated costs and scheduling of service companies required to complete such work.
FOR ULTRASOUND SYSTEMS – Purchaser may provide transducers with the ultrasound unit being traded in, but will not receive additional credit for such transducers.

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

SIEMENS REPRESENTATIVE
Lori Van Hout - +1 (720) 378-3685
lori.vanhout@siemens-healthineers.com

CT Warranty Information

Product (New Systems and "ECO" Refurbished Systems Only)	**Period of Warranty**[1]	**Coverage**[2, 4]	**Special Conditions**
CT Systems	12 months	Full Warranty (wear/failure) parts and labor, including key components (not including consumables) PCP: 8:30 am to 5:00 pm. Typical response time: next day	

Post System Warranty for T&M Spare Parts[3]			
Spare Parts (excluding key components)	**Period of Warranty**	**Coverage**[4]	**Special Conditions**
Consumables	Not covered		
Spare parts	6 months	Full credit (100%) wear/failure parts only.	
Key Components	**Period of Warranty**	**Coverage**[4]	**Special Conditions**
Vectron	12 months	Up to 12 months prorated credit (wear/failure) or 160,000 scan-seconds whichever occurs first, parts only.	credit percentage = (160,000 – scan-seconds used)/160,000*100
Straton	12 months	Up to 12 months prorated credit (wear/failure) or 160,000 scan-seconds whichever occurs first, parts only.	credit percentage = (160,000 – scan-seconds used)/160,000*100
Dura 181, 202, 302, 352	12 months	Up to 12 months prorated credit (wear/failure) or 40,000 scan-seconds whichever occurs first, parts only.	credit percentage = (40,000 – scan-seconds used)/40,000*100
Dura Akron B tubes	12 months	Up to 12 months prorated credit (wear/failure) or 40,000 scan-seconds whichever occurs first, parts only.	credit percentage = (40,000 – scan-seconds used)/40,000*100
Dura Akron Q tubes	12 months	Up to 12 months prorated credit (wear/failure) or 30,000 scan-seconds whichever occurs first, parts only.	credit percentage = (30,000 – scan-seconds used)/30,000*100
Dura Akron 422 tubes	12 months	Up to 12 months prorated credit (wear/failure) or 100,000 scan-seconds whichever occurs first, parts only.	credit percentage = (100,000 – scan-seconds used)/100,000*100
Dura Akron 688 tubes	12 months	Up to 12 months prorated credit (wear/failure) or 100,000 scan-	credit percentage =

		seconds whichever occurs first, parts only.	(100,000 – scan-seconds used)/100,000*100
Chronon tubes	12 months	Up to 12 months prorated credit (wear/failure) or 100,000 scan-seconds whichever occurs first, parts only.	credit percentage = (100,000 – scan-seconds used)/100,000*100
Athlon tubes	12 months	Up to 12 months prorated credit (wear/failure) or 100,000 scan-seconds whichever occurs first, parts only.	credit percentage = (100,000 – scan-seconds used)/100,000*100

1. Period of Warranty commences from the date of first use or completion of installation, whichever occurs first. In the event the completion of installation is delayed for reasons beyond Siemens' control, the stated warranty period shall commence 60 days after delivery of equipment.
2. If a part is replaced during the 12-month system warranty, that part will be covered. However, the replaced part will not carry a separate warranty.
3. Replacement spare parts warranty commences from the date of Siemens' invoice.
4. If the cause of failure on a returned part is determined to be from damage or negligence, the warranty is voided.

Note for Federal Government Customers Only: No warranty extended by Contractor 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 or by the Customer'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 Customer or any third party or due to the attachment and/or use of non-Contractor supplied parts, equipment or software without Contractor's prior written approval; which failed due to causes from within non-Contractor supplied equipment, parts or software including, but not limited to, problems with the Customer's network; or which have been damaged from the use of operating supplies or consumable parts not approved by Contractor. 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.

Attachment 3

The Moses H. Cone Memorial Hospital 2025 License Renewal Application

Other Surgeries Cardiovascular and Endoscopy/Gastroenterology	44	16
Number of C-Sections Performed in Dedicated C-Section ORs	1553	
Number of C-Sections Performed in Other ORs	0	

Total Surgical Cases Performed in Licensed ORs	10136	18546

f. Surgical procedures performed in unlicensed Procedure Rooms

Number of surgical procedures performed in unlicensed Procedure Rooms: 0

g. Average Operating Room Availability and Average Case Times

* Based on **your facility's** experience, please complete the table below by showing the information for all licensed operating rooms in your facility. Healthcare Planning uses this data in the operating room need methodology. When reporting case times, be sure to include set-up and clean-up times.

Average Hours per Day Routinely Scheduled for Use Per Room *	Average Number of Days per Year Routinely Scheduled for Use	Average ** Case Time *** in Minutes for Inpatient Cases	Average ** Case Time *** in Minutes for Ambulatory Cases
10	286	168.91	126.46

* Use only Hours per Day routinely scheduled when determining the answer. Example:

2 rooms	X	8 hours	=	16 hours
1 room	X	9 hours	=	9 hours
Total hours per day			=	**25 hours**

25 hours divided by 3 ORs
= 8.3 **Average Hours per day**
Routinely Scheduled for Use Per Room

** Add up the case times separately for inpatient and ambulatory surgeries for all cases listed in the “Surgical Cases by Specialty Area” table.

*** **Case Time = Time from Room Set-up Start to Room Clean-up Finish.** Definition 2.4 from the “Procedural Times Glossary” of the American Association of Clinical Directors, as approved by ASA, ACS, and AORN. NOTE: This definition includes all of the time for which a given procedure requires an OR.

Imaging

Moses H. Cone Memorial Hospital

Does this campus have at least one of the following: fixed MRI scanner, mobile MRI scanner, and/or any other fixed or mobile MRI services? Yes

MRI Procedures

Indicate the number of procedures performed during the 12-month reporting period at your facility. Healthcare Planning and Certificate of Need may request CPT codes if further clarification is needed.

	Inpatient Procedures *			Outpatient Procedures *			
Procedures	Base**	Complex**	TOTAL Inpatient	Base**	Complex**	TOTAL Outpatient	TOTAL Procedures
Fixed	4224	2194	6418	4970	2631	7601	14019
Mobile (performed only at this site)	0	0	0	0	0	0	0
TOTAL***	4224	2194	6418	4970	2631	7601	14019

* An **MRI** procedure is defined as a single discrete MRI study of one patient (single CPT-coded procedure). An MRI study means one or more scans relative to a single diagnosis or symptom.

** Base = an MRI scan without contrast or IV sedation.
Complex = an MRI scan with contrast or IV sedation.

*** The grand totals of both fixed and mobile procedures on the cumulative record must be greater than or equal to the total in the MRI Patient Origin Table, below.

Fixed MRI Scanners

* Indicate the number of MRI scanners at this facility (even if no procedures were performed) during the 12-month reporting period.

Fixed Scanners	Number
Number of fixed MRI scanners-closed, including open-bore scanners (do not include any Policy AC-3 scanners)	3
Number of fixed MRI scanners-open (do not include any Policy AC-3 scanners)	0
Number of Policy AC-3 MRI scanners used for general clinical purposes	0
Total Fixed MRI Scanners	3

Number of legacy fixed MRI scanners on this campus: 0

CON Project ID numbers for all other fixed MRI scanners on this campus or hospital-owned mobile scanners that serve this campus:

G-2319-85; G-6299-00; G-11147-16

Mobile MRI Services

During the reporting period, did the facility own one or more mobile MRI scanners? No

Other MRI (Inpatient and Outpatient Procedures)

* Patients served on units listed in the next table should not be included in then MRI Patient Origin Table.

		Inpatient Procedures *			Outpatient Procedures *			
Other Scanners	Number	Base**	Complex**	TOTAL Inpatient	Base**	Complex**	TOTAL Outpatient	TOTAL Procedures
Other Human Research MRI scanners	0	0	0	0	0	0	0	0
Intraoperative MRI (iMRI)	0	0	0	0	0	0	0	0

*An **MRI** procedure is defined as a single discrete MRI study of one patient (single CPT coded procedure). An MRI study means one or more scans relative to a single diagnosis or symptom.

** Base = an MRI scan without contrast or IV sedation.
Complex = an MRI scan with contrast or IV sedation.

Does this campus own a computed tomography (CT) scanner or contract for mobile CT services? Yes

Computed Tomography (CT)

How many fixed CT scanners does the hospital own? 4

Does the hospital contract for mobile CT scanner services? No

Identify the mobile CT vendor

Complete the following table for fixed and mobile CT scanners.

Type of CT Scan	FIXED CT Scanner # of Scans	MOBILE CT Scanner # of Scans
1. Head without contrast	19412	0
2. Head with contrast	262	0
3. Head without and with contrast	2812	0
4. Body without contrast	14853	0
5. Body with contrast	15560	0
6. Body without contrast and with contrast	9675	0
7. Biopsy in addition to body scan with or without contrast	224	0
8. Abscess drainage in addition to body scan with or without contrast	0	0
Total	62798	0

Does this campus have at least one of the following: fixed Positron Emission Tomography (PET) scanner, mobile PET scanner, and/or any other fixed or mobile PET services? No

Other Imaging Equipment

From: Jackson, Yolanda W
To: Stancil, Tiffany C
Subject: FW: [External] Cone Health Exemption Letter
Date: Monday, April 14, 2025 12:01:33 PM
Attachments: Moses H. Cone Memorial Hospital CT replacement notification.pdf

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Forwarding exemption request.

Yolanda Jackson, JD
Project Analyst
Division of Health Service Regulation
Healthcare Planning and Certificate of Need Section
North Carolina Department of Health and Human Services

(I am in the office Mondays and Tuesdays. I am working remotely on the other days, therefore email is typically the best way to reach me.)

Main Number: 919-855-3873
yolanda.jackson@dhhs.nc.gov

From: Chenchar, Hamza <hamza.chenchar@conehealth.com>
Sent: Monday, April 14, 2025 11:44 AM
To: Jackson, Yolanda W <yolanda.jackson@dhhs.nc.gov>
Cc: Allen, Amanda <amanda.allen@conehealth.com>; Kubida, Kristy <Kristy.Kubida@conehealth.com>
Subject: [External] Cone Health Exemption Letter

Hello Yolanda,

Please find attached below a copy of Cone Health's Exemption Letter for The Moses Cone Memorial Hospital CT replacement.

Best regards,

Hamza Chenchar, MBA
Cone Health | Strategy & Planning
Strategy & Planning Analyst

Chat on Teams