

II. DESCRIPTION OF EQUIPMENT TO BE REPLACED

- A. Manufacturer:** Siemens Medical Solutions USA, Inc.
Serial #: 35359
- B. Model:** AXIOM Artis dFC (7412807)
- C. Name of Equipment:** All-Digital Cardio-Vascular Imaging System
- D. Fair market value of equipment at present:** \$15,000.00

DESCRIPTION OF PROPOSED NEW EQUIPMENT

- A. Manufacturer:** Siemens Medical Solutions USA, Inc.
Serial #: n/a
- B. Model:** Artis zee floor 14445994
- C. Name of Equipment:** Artis zee floor Combo Cardiology/Radiology
- D. Fair market value of equipment at present:** n/a
- E. Cost of equipment (include written price quote):** \$668,380.00 *(includes training)*
- F. Describe use of current equipment:**
The current equipment has been used to perform diagnostic and interventional cardiac catheterizations and radiology procedures on adult patients.
Describe use of proposed equipment:
The proposed equipment will be used to perform diagnostic and interventional cardiac catheterizations and radiology procedures on adult patients.
- G. List any attachments or additional procedures with this equipment that could not be performed by old equipment:**
The proposed equipment will not be able to perform any additional procedures from what the current equipment can perform.
- H. Can any procedures be performed with the proposed new equipment that cannot be performed with the replacement equipment? If yes, describe in detail:**
The proposed equipment will not be able to perform any additional procedures from what the current equipment can perform.
- I. Location of existing equipment (include room #):**
The existing equipment has been located on the first floor of East Alabama Medical Center's outpatient building. More specifically, the equipment has been in Room #3 in the cardiology department.
- J. List specialty trained or qualified personnel necessary for operation of equipment:**
The current cardiovascular and radiology technicians, the RNs that work in the cath lab, and the cardiologists are all trained to operate this equipment.

- K. What use will be made of old equipment when replaced?
(Trade in on new equipment, used as back up, save for parts, etc.)**
The old equipment will be a trade in on the new equipment.
- L. List job titles of any additional personnel that will be required to operate the new equipment.**
Not applicable.
- M. Describe any renovation or new construction that will be necessary for the installation of the replacement equipment and cost.**
For the installation of the replacement equipment, minor alterations will need to occur. These alterations include: replacing and adding new cabinetry in the room, replacing the floor, replacing the ceiling, electrical work and some rework of the HVAC in Room #3. The renovation cost should not exceed \$200,000.
- N. Describe any new annual operating cost associated with this project such as maintenance contracts, salaries of new employees hired due to equipment, etc.**
There should not be any new annual operating cost associated with this replacement.

III. COST

- A. Equipment Costs \$ 668,380.00
(Costs have to be supported by price quote on manufacturer's stationery or letterhead.) Cost of equipment only; do not list lease cost.
- B. Less trade-in of old equipment _____
- C. Total cost of equipment \$ 668,380.00

Calculation of fee for this determination:

Multiply dollar amount in III.C. (total cost of equipment) times 1% (the application fee for a Certificate of Need); 20% of this amount is the application fee for non-rural hospitals.

Include manufacturer's literature on old equipment, if available, and on the new equipment.

Include any other information pertinent to the determination.

The Executive Director may request any other information which is relevant to his decision.

IV. CERTIFICATION

I certify that the information provided herein is true and correct and that there is no additional information which would be pertinent to this application which has not been provided. Further, I understand that any misrepresentation on this application or failure to include relevant information may void any favorable determination secured by such misrepresentation or omission.



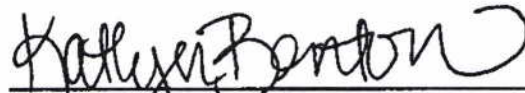
Signature of Applicant

Laura Grill, President/CEO

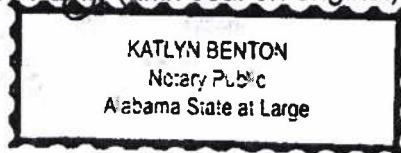
*Applicant's Name and Title
(Type or Print)*

Sworn to and subscribed before me this

18th day of December, 2020.



Notary Public (affix seal on original)



My Commission Expires
March 7, 2022

Your Receipt

PURCHASE RECEIPT

SHPDA

PO Box 303025
Montgomery AL 36130-3025
(334)242-4109
bradford.williams@shpda.alabama.gov
OTC Local Ref ID: 52855470
12/18/2020 01:47 PM

Status: **APPROVED**
Customer Name: Samuel Price
Type: MasterCard
Credit Card Number: **** * 9183

| Items | Quantity | TPE Order ID | Total Amount |
|--|----------|--------------|--------------|
| Equipment Replacement | 1 | 70334796 | \$1,336.76 |
| Applicant Name: East Alabama Medical Center | | | |
| Filing Date: 12/18/2020 | | | |
| Phone Number: 3345285825 | | | |
| Email Address: marcilla.gross@eamc.org | | | |
| Total remitted to the SHPDA | | | \$1,336.76 |
| Alabama total amount charged | | | \$1,384.55 |

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

Customer Number: 0000005937

Date: 11/05/2020

THE EAST ALABAMA HEALTHCARE AUTH
2000 PEPPERELL PKWY
OPELIKA, AL 36801

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

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Contract Total: \$ 668,380.00
(total does not include any Optional or Alternate components which may be selected)

Proposal valid until 12/31/2020

Estimated Delivery Date: 1/2021

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

This is a CONFIDENTIAL, one-time offer which may not be shared with any third parties, buying evaluation groups or anyone not directly employed by customer. Pricing only valid with Purchase Order and Point of Sale Service Contract signed on or before 12/15/2020.

This proposal includes the trade-in of equipment referenced in Trade Sheet Project #2020-3005.

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-IM272) and Siemens Terms and Conditions of Sale and Software License Schedule attached hereto shall govern the purchase of Products pursuant to this Quotation.

Accepted and Agreed to by:

Siemens Medical Solutions USA Inc.

THE EAST ALABAMA HEALTHCARE AUTH

By (sign): _____

By (sign): _____

Name: Lori Stapp

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



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

SIEMENS REPRESENTATIVE
Lori Stapp
lori.dozier@siemens-healthineers.com

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

By (Sign): _____

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

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Lori Stapp
lori.dozier@siemens-healthineers.com

Quote Nr: CPQ-163570 Rev. 2

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-163570
Customer certifies, and Siemens relies upon such certification, that : (a) PREMIER PP-IM-272 IR-CV is the sole GPO for the purchases described in this Quotation, and (b) the person signing this Quotation is fully authorized under the Customer's policies to choose and indicate for Customer such appropriate GPO.

Artis zee floor Combo Rad./Card.

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

| Qty | Part No. | Item Description | Extended Price |
|-----|----------|---|----------------|
| 1 | 14445994 | <p>Artis zee floor Combo Rad./Card. Artis zee floor for radiology and cardiology now features PURE®. PURE adds smooth interaction to Siemens' smart technologies. It is designed to boost productivity and enhance outcomes for certain clinical applications while increasing image quality and reducing dose.</p> <p>The floor-mounted C-arm offers highly flexible positioning. The motorized rotation of the C-arm from a head-end position to a lateral position allows for free head access and full patient coverage</p> <p>The patient table is fitted with a freely movable patient positioning tabletop.</p> <p>The Megalix Cat Plus X-ray tube with flat emitter technology enables small focus sizes and strong, short X-ray pulses</p> <p>With our new Artis version VD11D we now deliver: as40HDR* flat detector instead of as40 flat detector.</p> <p>The digital high-resolution dynamic flat detector with integrated removable grid is especially designed to fulfill the requirements of interventional imaging. *Disclaimer: The products/features in combination with Artis zee (here mentioned) are not commercially available in all countries. Due to regulatory reasons their future availability cannot be guaranteed. Please contact your local Siemens organization for further details.</p> <p>Frame rates up to 30 f/s and functions for displaying and storing ECG curves are included. Digital acquisition technology and digital subtraction angiography with up to 7.5 f/s in 1k/12 bit matrix are available.</p> <p>The complete CARE+CLEAR package offers optimal image quality at the lowest reasonable dose.</p> <p>Live and reference images are displayed on two 19" flat screens in the exam room. In the control room live images are displayed on a third screen.</p> | \$ 416,850.00 |

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| 1 | 14432949 | MULTISPACE.F Manual stand rotation for additional work positions. | \$ 1,942.00 |
| 1 | 14432948 | Automap Automatic stand positioning depending on the selected reference image and automatic reference image selection depending on the stand positioning. | \$ 981.00 |
| 1 | 14432905 | 4P wireless footswitch Inst. of cbl Wireless footswitch connection Note: Wireless replaces the wired connection. | \$ 1,701.00 |
| 1 | 14432897 | Head-end table tilting Motorized tilt and stepping of the patient table in longitudinal direction for electrophysiological or peripheral examinations, for example, as well as for stabilizing a patient. Includes a power-assisted tabletop control module. Notes: Table tilting reduces the maximum patient weight to 200 kg. As before however, it is possible to install up to 40 kg of additional accessories. Note: It is mandatory to provide UPS back up with this table option in order to comply with IEC 60601-2-43 CL. 201.15.101. Reason: In the event of power failure a neutral table position suitable for CPR must be reachable within 15 seconds. A suitable UPS from Siemens as required must be included in your order unless an existing / planned UPS provision for your installation site will satisfy the requirement. | \$ 6,653.00 |
| 1 | 14446034 | Shielding kit, as40 Special Kit for shielding of electromagnetic fields (180 Hz) of the X-ray tube to avoid interference with the EP Measuring system, as well as for shielding of the flat detector. | \$ 1,218.00 |
| 1 | 14432947 | Fluoro Loop Storage and review of dynamic fluoroscopic sequences. This saves an additional acquisition and helps to reduce dose. The maximum storable fluoroscopic time is limited by the maximum DICOM file size of 4 Gbyte. | \$ 6,510.00 |
| 1 | 14434169 | CLEARstent Live CLEARstent Live is a real-time stent enhancement tool and provides a stabilized view of the moving stent which is displayed on the Assis/Reference Monitor. CLEARstent Live allows real-time verification of stent positioning while moving the device. This enables the physician to precisely position the stent in relation to the anatomy of the heart and stents that already have been implanted. Contains both CLEARstent Live license and CLEARstent license. The CLEARstent imaging function allows an improved display of fine stent structures, i.e. the grid of inflated stents. CLEARstent is a post-processed stent enhancement and may be used also on previously acquired images. Using the CLEARstent function special reference images from any scene or fluoroscopy scene acquired natively will be generated. Composite images are created by averaging several frames of a scene and by considering the alignment of balloon markers. If an ECG signal is available, the heart phase will also be taken into account. | \$ 6,864.00 |
| 1 | 14432925 | PERISTEPPING / PERIVISION Motorized stepping for real-time bolus chasing. C-arm stepping with ARTIS pheno and ceiling mounted systems, table stepping with floor mounted and biplane systems. Peripheral digital angiography with stepping and online subtraction display. | \$ 16,028.00 |
| 1 | 14432942 | LV Analysis Analysis of the left ventricular function of the heart. | \$ 6,130.00 |
| 1 | 14432943 | Vascular analysis Vessel analysis with determination of degree of stenosis, distance measurement and calibration. | \$ 3,822.00 |
| 1 | 14432953 | Lower body radiation protection | \$ 3,492.00 |

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

It provides the user an additional accessory rail.

It includes a basic unit

(71.5 cm x 75 cm / 28.2" x 29.5" (l x w); 7.7 kg / 16.98 lb).

one lower body radiation protection pivot swivel element

(77 cm x 48 cm / 30.3" x 18.9" (l x w); 3.8 kg / 8.4 lb)

and three clip-on units

(57 cm / 22.4" x 33 cm / 12.99" (l x h), 2.2 kg / 4.85 lb;

27 cm / 10.6" x 33cm / 12.99", 0.9 kg / 1.98 lb and

27 cm / 10.6" x 25cm / 9.8", 1 kg / 2.2 lb)

with a lead of 0.5 mm / 0.02" Pb.

The maximum weight of the accessory rails is 40 kg (88.2 lb).

Intended only for use with Artis / ARTIS tables.

| | | | |
|---|----------|---|-------------|
| 1 | 14432917 | DICOM Print Provision of DICOM Print service for connection to a laser camera or a network printer (postscript-capable). | \$ 990.00 |
| 1 | 14432950 | DICOM RIS-Modality Worklist Import of patient/examination data from an external RIS/HIS patient management system with DICOM MWL (Modality Worklist). | \$ 583.00 |
| 1 | 14432951 | DICOM MPPS Feedback of examination status via DICOM MPPS (Modality Performed Procedure Step) to an external RIS/HIS patient management system. Data such as the dose-area product can be transferred to the RIS | \$ 3,845.00 |
| 1 | 14434201 | OEM recording system interface Cable connection to an OEM measurement system. | \$ 923.00 |
| | | Holder for the ECG interface when using an OEM measurement system in the examination room. | |
| | | Recording, storage, and display of an ECG lead. Displayed together with the image information on a single monitor. | |
| 1 | 14434232 | Injector conn. in the control room Interface for controlling the contrast medium injector in the control room. | \$ 2,149.00 |
| | | Injectors can be offered by Siemens Healthcare Accessory Solutions | |
| 1 | 14440411 | Intercom - Comfort Intercom system for communication between examination room and control room. It includes - a microphone with a control box for the control room - a microphone with an adaptive acoustic filter for background noise suppression for the examination room - a footswitch for conversation selection for the examination room | \$ 685.00 |
| 1 | 14443011 | Large Display diagn. Protection The high quality laminated glass protective screen protects the panel of the monitor against mechanical damage and fluid ingress on the front. It is suited for clinical image evaluation. Features: The laminated glass enforces high mechanical strength and resistivity against mechanical impact, the special coating reduces reflections for a continuous image quality, excellent spectral transmission of at least 98%, can be added to existing Artis Large Display installations. Weight: approx. 12kg (55") up to 16kg (60") | \$ 4,750.00 |
| | | Note: Observe the maximum permissible load of the display suspension, a combination with other options mounted to the display suspension might be restricted. | |
| 1 | 14440447 | Acc. rail module, wide tabletop | \$ 1,931.00 |

This mounting frame is a table module with accessory rails for mounting control modules on the tabletop near the patient's abdomen.
It includes a radiolucent carbon fiber board with accessory rails attached to the right and left slides over the outer edges of the patient tabletop.

Maximum weight: 40 kg / (88 19 lb)
Weight: 5.8 kg / (12.79 lb)
Width carbon fiber board: 47.5 cm / 18.7"
Width with accessory rails: 54.3 cm / 21.38"
Length accessory rails: 45 cm / 17.7"
Length: 48 cm / 18.9"

Intended only for use with Artis / ARTIS narrow tabletop.
Not for use with MediGuide Technology.

| | | | |
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| 1 | 14440448 | <p>Bendable anesthesia screen This flexible anesthesia screen holder serves as a holder for sterile drape (anesthesia screen) placed between the head and abdomen of the patient. It includes one anesthetic arm and brackets for mounting it onto the accessory rails.</p> <p>It requires the presence of accessory rail modules to which it will be mounted.</p> | \$ 356.00 |
| 1 | 14440571 | <p>Arm rest for radial access wide Carbon fiber armrest for cardiology and angiography to connect at the table top. The unilateral armrest can be used for radial access and other arm rest applications. It is made of radiolucent carbon fiber material nearly free of shadows and artifacts and it is easy to clean. With an additional pad made of the similar material as the table mattress and additional form-cushions with fixation material to overextend the wrist to get an easy access to the radial artery. The armrest is rotatable and latching in 22, 5A° steps from 0A° to 180A° (8 steps) by slightly lifting and moving. It can be mounted on left or right side of the table top shape. This type can be mounted on wide and long tabletops. The max. Load is 10 kg. Weight: 2, 5 kg</p> | \$ 3,565.00 |
| 1 | 14440463 | <p>Kyphoplasty arm rest "UNI" This item can be used when it is required to have the patient in a prone (lying face down) position. It includes the armrest (width: 61.5 cm / 24.2"; length: 35 cm / 13.8") and two pads (thickness: 3.5 cm / 1.38"). Weight: 6.15 kg / 13.56 lb Maximum weight: 20 kg / 44.09 lb</p> <p>Intended only for use with Artis wide / ARTIS narrow or wide tabletop.</p> | \$ 1,047.00 |
| 1 | 14440465 | <p>Tabletop extension Provides additional arm support for large / obese patients. Slides underneath the patient mattress and is held in place by the patient's weight. Patient arms can be fixed with Velcro straps. The kit includes a board made of radiolucent carbon fiber material, four arm pads (two pairs with two different heights) made of washable plastic foam material and Velcro straps of two different lengths. The maximum weight per side is 20 kg (44.09 lb). Length: 45 cm / 17.7" Width: 85 cm / 33.5" Weight: 2.3 kg / 5.07 lb Dimension thick cushion: 10 cm x 34.5 cm x 7 cm / 3.9" x 13.58" x 2.76" (l x w x h) Weight thick cushion: 0.25 kg / 0.55 lb Dimension thin cushion: 10 cm x 34.5 cm x 4 cm / 3.9" x 13.58" x 1.57" (l x w x h) Weight thin cushion: 0.15 kg / 0.33 lb.</p> <p>Intended only for use with Artis / ARTIS tables.</p> | \$ 2,546.00 |
| 1 | 14440474 | <p>Body strap set Can be used to secure patient to the patient table and to compress patient anatomy. It consists of two belts with Velcro straps (l x w: 185 cm x 10 cm / 72.8" x 3.94").</p> <p>Intended only for use with Artis / ARTIS tables.</p> | \$ 62.00 |

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SIEMENS REPRESENTATIVE

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lori.dozier@siemens-healthineers.com

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| 1 | 14434205 | Secondary operation on table Second control at tableside. | \$ 262.00 |
| 1 | 14434207 | Device secondary operation Additional control module, monoplane, for all functions of the C-arm movements and multileaf collimator. For both acquisition planes for a biplane system. | \$ 3,023.00 |
| 1 | 14434208 | Table secondary operation Second control module to remote-control the patient table in the examination room. Table control within the degrees of freedom supported by the motor drive. Release knob in connection with the standard table for the table with stepping. Joystick in connection with the operating table or the table with tilting. | \$ 850.00 |
| 1 | 14434220 | VOLCANO s5i cable set Cable set for operating the Volcano s5i ultrasound system incl. s5iz and s5iu (CORE-System). It contains all cables for connecting the components at the patient table to the s5i imaging system in the control room. This cable set will already be integrated into the Artis table in the factory. With this item, a display is delivered additionally for the examination room if an Artis Large Display was not ordered. If an Artis Large Display is ordered, the configuration includes a connection kit for the Artis Large Display instead of the 19" display. | \$ 6,229.00 |
| 1 | 14455819 | AT ELEVATE #0 outdated/EOS (mono) AT Elevate #0 program for AXIOM Artis monoplane systems with image intensifiers and flat detectors that will be replaced by a new Artis zee system. | \$ 0.00 |
| 1 | 14434176 | Large Display video controller 18 Large Display Video Controller 18 is the middle of three different video controller sizes. A maximum of 18 video signals can be connected and displayed simultaneously on the Large Display. The Large Display video controller 18 receives various internal and external video signals for presentation to scale on the Large Display. Up to 18 external and internal video sources can be connected (max. 14 DVI-D and 4 analog (VGA) channels). | \$ 22,843.00 |
| 1 | 14440573 | Add 19" display for LD (rear mount) 19" TFT display including 36 m cable with DVI-D connection and transceiver for display installation on the rear of the DCS in combination with the Large Display. | \$ 3,769.00 |
| 1 | 14434174 | 1st Large Display w/o holder Preparation for a primary large color flat screen display installed on a third-party display holder for the examination room. Note: For safety reasons, third-party display holders in combination with Large Display must meet the following criteria: To prevent injuring the patient when positioning the display holder above the table, it has to be possible to manually move the third-party display holder vertically with a force of up to 85 N. In the event that the angiography system comes into contact with the third-party display holder, it must be possible to push away the holder in a horizontal direction with a force less than 50 N. Otherwise, there is a risk of crush injury to persons or material damage. Please note that components supplied by Siemens (displays, cables) can be installed on an existing third-party display holder only by the manufacturer of that holder. Note: If a Large Display is selected, the Artis basic configuration includes a connection kit for the large display instead of the displays for the examination room. The type of large display can be chosen with a separate position. | \$ 36,930.00 |
| 1 | 14443012 | LD High Contrast panel size 55" | \$ 0.00 |

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lori.dozier@siemens-healthineers.com

| | | | |
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| | | Large color flat screen display (including cables) for the examination room, with a panel diagonal of 55". This large display version provides an excellent clinical image quality due to its new IPS panel technology. | |
| 1 | EPW935515UPS | Eaton Powerware 9355 15 kVA UPS Includes UPS, battery, maintenance bypass panel, and one year on-site parts and labor coverage (24x7) by Eaton Powerware. This UPS is recommended when protection and uninterruptible power is required for the Artis' C-arm and table. Emergency fluoroscopy is not available with this UPS. If emergency fluoroscopy is required, the 9390 - 160 kVA UPS is recommended for the full system. One UPS per lab. | \$ 22,900.00 |
| | | Additional seismic brackets are required to make this system OSHPD approved. | |
| 1 | AXA_RIG_ZEES | Standard Rigging zee SP | \$ 13,500.00 |
| | P_STD | | |
| 1 | AXA_EDU_IRAD | Interventional Rad/Card Education Pkg This Interventional Radiology & Interventional Cardiology education package includes Post-Go Live training; - Dedicated Siemens Education Consultant: partnering with your Education Coordinator to create a blended curriculum adapted to your facility's individual needs. - Blended Learning: onsite, digital (immersive, online & virtual), and instructor-led classroom fortified by an ASRT approved checklist. - On-site Customization: optimizing system hardware, software, clinical workflow and operating safety consistent with the cleared use of the system. - Ongoing Educational Case Support: ability to request onsite case-support with a Siemens Clinical Education Specialist for your advanced procedures. This education package includes: - Go Live: Onsite clinical applications sessions, guiding staff members, reinforcing concepts and practices acquired during pre-training during operation. - Warranty / Post-Go Live: Continuation of the CEP delivery. Ongoing case support on advanced request and subject to availability. Parties will mutually agree on deliverables and scheduling of the requested training. This educational offering must be utilized within 12 months following install end date. If this offering is not completed within the applicable time period, Siemens obligation to provide the training will expire without refund. | \$ 25,800.00 |
| | CARD | | |
| 1 | AXA_INITIAL_28 | Initial onsite training 28 hrs Up to (28) hours of on-site clinical education training, scheduled consecutively (Monday – Friday) during standard business hours for a maximum of (4) imaging professionals. Training will cover agenda items on the ASRT approved checklist. Uptime Clinical Education phone support is provided during the warranty period for specified posted hours. This educational offering must be completed (12) months from install end date. If training is not completed within the applicable time period, Siemens obligation to provide the training will expire without refund. | \$ 7,800.00 |
| 1 | AXA_FOLLOWU | Follow-up training 28 hrs Up to (28) hours of follow-up on-site clinical education training, scheduled consecutively (Monday – Friday) during standard business hours for a maximum of (4) imaging professionals. Uptime Clinical Education phone support is provided during the warranty period for specified posted hours. This educational offering must be completed (12) months from install end date. If training is not completed within the applicable time period, Siemens obligation to provide the training will expire without refund. | \$ 7,800.00 |
| | P_28 | | |
| 1 | AXA_O_SINGLE | Elevate O Single Plane | \$ 0.00 |
| | _PLANE | | |
| 1 | AXA_ELVOFCM | Elevate O Deinstallation Ceiling-Fir-MP | \$ 15,000.00 |
| | P_DEINS | | |
| 1 | AXA_ELVOFCM | Elevate O Deinstal Ceiling-Fir-MP Offset | - \$ 15,000.00 |
| | P_DEOFF | | |
| 1 | GEL1040136601 | Black anti-fatigue mat 36x60 Black NewLife EcoPro anti-fatigue mat (36 inches x 60 inches), 3/4 inch polyurethane foam, fluid and dirt resistant with anti-microbial properties, matte textured surface. | \$ 250.00 |
| | 278 | | |

The ultimate employee benefit for workers who stand, are ergonomically designed to provide the perfect balance of premium comfort and optimal support. Proprietary Cellulose Polyurethane Technology stands up to the tough demands of commercial

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

environments while providing lasting comfort that won't bottom out over time. This eco-friendly line of anti-fatigue mats is certified by the National Floor Safety Institute for its high traction bottom surface.

| | | | |
|---|------------------------|--|---------------------|
| 1 | AXA_TRADE_IN _ALLOW | AXA Trade-in-Allowance, Artis dFC, project #2020-3005, deinstall/expire date 03/2021 (\$0) | \$ 0.00 |
| 3 | 14440501 | Wide tabletop with thin mattress This tabletop has a rectangular shape. It includes a carbon fiber patient tabletop and a set of three Velcro body straps for securing and compressing the patient. Maximum weight: 290 kg / 639.3 lb. Maximum weight in connection with tilting table: 200 kg (440.93 lb). Weight: 12 kg / 26.5 lb. Length: 2278 ± 1 mm / 89.7 ± 0.04". Width: 525 ± 0.5 mm. Matching this tabletop a mattress and a mattress cover is included. This mattress adapts to the individual body shape under the influence of body weight and heat. It is made of open-pore polyurethane material. Mattress thickness: 40 ± 5 mm (1.6 ± 0.2"). Mattress weight: 5 kg (11 lb). | \$ 18,300.00 |
| 1 | AXA_ADDL_RIG GING | Additional Rigging-inbound \$2,500 | \$ 2,500.00 |

System Total: \$ 668,380.00

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OPTIONS on Quote Nr : CPQ-163570 Rev. 2

OPTIONS for Artis zee floor Combo Rad./Card.

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

| Qty | Part No. | Item Description | Extended Price | Initial to Accept |
|-----|-----------|---|-----------------|-------------------|
| 1 | 14434178 | Quad HD to Full HD video controller The quad HD video signal of the Large Display with a resolution of 3840x2160 is converted to the common full HD video standard in this video standard converter (resolution 1920x1080). This signal then can be used for all common full HD video components Optical video isolation is part of the downscaler. | + \$ 4,319.00 | X |
| 1 | VOL797403 | Philips IntraSight 5 Integrated Philips Intrasight 5 includes the following: IntraSight interventional application platform – Includes CPU with Windows, 19 inch monitor, mouse, keyboard and cabling kit. Imaging IVUS license - Includes digital, rotational and ChromaFlo IVUS Physiology license – Includes iFR hyperemia free lesion assessment modality, FFR modality Touch screen module (TSM) Philips Remote Services Installation and one year warranty provided by Philips. | + \$ 150,000.00 | X |

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40 Liberty Boulevard, Malvern, PA 19355

SIEMENS REPRESENTATIVE

Lori Stapp

lori.dozier@siemens-healthineers.com

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

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

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

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

Siemens Medical Solutions USA, Inc. General Terms and Conditions

1. GENERAL

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

regulatory requirements, and the Purchaser will look solely to the manufacturer regarding these services and will assert no claim against Seller with respect to these products.

2. PRICES

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

3. TAXES

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

4. TERMS OF PAYMENT; DEFAULT

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

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

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

5. EXPORT TERMS

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

6. DELIVERY, RISK OF LOSS

6.1 Delivery Date. Delivery and installation dates will be established by mutual agreement of the parties as set forth in the Notice to Manufacture Letter issued by the Seller, as applicable. Seller shall make reasonable efforts to meet such delivery date(s). **6.2 Risk of Loss; Title Transfer.** Unless otherwise agreed to in writing, the following shall apply: (a) For Products that do not require installation by Seller, and for options and add-on products purchased subsequent to delivery and installation of Products purchased under this Agreement, delivery shall be complete upon transfer of possession to common carrier, F.O.B. Shipping Point, whereupon title to and all risk of loss, damage to or destruction of the Products shall pass to Purchaser. (b) For Products that require installation by Seller, delivery shall be complete upon delivery of the Products to

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Purchaser's designated site, F.O.B. Destination; whereupon title to and all risk of loss, damage to or destruction of such Products shall pass to Purchaser upon completion of delivery. (c) All freight charges and other transportation, packing and insurance costs, license fees, custom duties and other similar charges shall be the sole responsibility of Purchaser unless included in the purchase price or otherwise agreed to in writing by Seller. In the event of any loss or damage to any of the Products during shipment, Seller and Purchaser shall cooperate in making any insurance claim.

7. SECURITY INTEREST/FILING

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

8. CHANGES, CANCELLATION, AND RETURN

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

9. FORCE MAJEURE

9.1 Seller shall not be liable for any loss or damage for delay in delivery, inability to install or any other failure to perform due to causes beyond its reasonable control

including, but not limited to, acts of God or the public, war, civil commotion, blockades, embargoes, calamities, floods, fires, earthquakes, explosions, storms, strikes, lockouts, labor disputes, or unavailability of labor, raw materials, power or supplies. Should such a delay occur, Seller may reasonably extend delivery or production schedules or, at its option, cancel the order in whole or part without liability other than to return any unearned deposit or prepayment.

10. WARRANTY

10.1 Seller warrants that the Products manufactured by Seller and sold hereunder shall be free from defects in material or workmanship under normal use and service for the warranty period. The final assembled Products shall be new although they may include certain used, reworked or refurbished parts and components (e.g., circuit boards) that comply with performance and reliability specifications and controls. Seller's obligation under this warranty is limited, at Seller's option, to the repair or replacement of the Product or any part thereof. Unless otherwise set forth in the Product Warranty attached hereto and incorporated herein by reference ("Product Warranty"), the warranty period shall commence upon the earlier of the date that the Products have been installed in accordance with Section 12.5 hereof (which date shall be confirmed in writing by Seller) or first patient use, and shall continue for twelve (12) consecutive months. Seller makes no warranty for any Products made by persons other than Seller or its affiliates, and Purchaser's sole warranty therefor, if any, is the original manufacturer's warranty, which Seller agrees to pass on to Purchaser, as applicable. The warranty provided by Seller under this Section 10 extends only to the original Purchaser, unless the Purchaser obtains the Seller's prior written consent with respect to any sale or other transfer of the Products during the term of the warranty. **10.2** No warranty extended by Seller shall apply to any Products which have been damaged by fire, accident, misuse, abuse, negligence, improper application or alteration or by a force majeure occurrence as described in Section 9 hereof or by the Purchaser's failure to operate the Products in accordance with the manufacturer's instructions or to maintain the recommended operating environment and line conditions; which are defective due to unauthorized attempts to repair, relocate, maintain, service, add to or modify the Products by the Purchaser or any third party or due to the attachment and/or use of non-Seller supplied parts, equipment or software without Seller's prior written approval; which failed due to causes from within non-Seller supplied

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equipment, parts or software including, but not limited to, problems with the Purchaser's network; or which have been damaged from the use of operating supplies or consumable parts not approved by Seller. In addition, there is no warranty coverage for any transducer or probe failure due to events such as cracking from high impact drops, cable rupture from rolling equipment over the cable, delamination from cleaning with inappropriate solutions, or TEE bite marks. Seller may effectuate any repairs at Purchaser's facility, and Purchaser shall furnish Seller safe and sufficient access for such repair. Repair or replacement may be with parts or products that are new, used or refurbished. Repairs or replacements shall not interrupt, extend or prolong the term of the warranty. Purchaser shall, upon Seller's request, return the non-complying Product or part to Seller with all transportation charges prepaid, but shall not return any Product or part to Seller without Seller's prior written authorization. Purchaser shall pay Seller its normal charges for service and parts for any inspection, repair or replacement that falls outside of Seller's warranty. Seller's warranty does not apply to consumable materials, disposables, supplies, accessories and collateral equipment, except as specifically stated in writing or as otherwise set forth in the Product Warranty. **10.3** This warranty is made on condition that immediate written notice of any noncompliance be given to Seller and Seller's inspection reveals that Purchaser's claim is covered under the terms of the warranty (i.e., that the noncompliance is due to traceable defects in original materials and/or workmanship). **10.4** Purchaser shall provide Seller with both on-site and remote access to the Products. The remote access shall be provided through the Purchaser's network as is reasonably necessary for Seller to provide warranty services under this Agreement. Remote access will be established through a broadband internet-based connection to either a Purchaser owned or Seller provided secure end-point. The method of connection will be a Peer-to-Peer VPN IPsec tunnel (non-client based) with specific inbound and outbound port requirements. **10.5** Warranty service will be provided without charge during Seller's regular working hours (8:30-5:00), Monday through Friday, except Seller's recognized holidays. If Purchaser requires that service be performed outside these hours, such service can be made available at an additional charge, at Seller's then current rates. The obligations of Seller described in this Section are Seller's only obligations and Purchaser's sole and exclusive remedy for a breach of product warranty. **10.6 SELLER MAKES NO WARRANTY OTHER THAN THE ONE SET**

FORTH HEREIN AND IN THE PRODUCT WARRANTY. SUCH WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSES, AND SUCH CONSTITUTES THE SOLE AND EXCLUSIVE WARRANTY MADE WITH RESPECT TO THE PRODUCTS, SERVICE OR OTHER ITEM FURNISHED UNDER THIS AGREEMENT. **10.7** In the event of any inconsistencies between the terms of this Section 10 and the terms of the Product Warranty, the terms of the Product Warranty shall prevail.

11. LIMITATION OF LIABILITY

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

12. INSTALLATION - ADDITIONAL CHARGES

12.1 General. Unless otherwise expressly stipulated in writing, the Products shall be installed by and at the expense of Seller except that Seller shall not provide rigging or site preparation services unless otherwise agreed to in writing by Seller for an additional charge. Seller will not install accessory items such as cabinets, illuminators, darkroom equipment or processors for X-Ray and CT equipment, unless otherwise agreed to in writing by Seller. **12.2 Installation by Seller.** If Seller specifies it will install the Products, the following applies: subject to fulfillment of the obligations set forth in Section 12.3 below, Seller shall install the Products

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and connect them to the requisite safety switches and power lines to be installed by Purchaser. Except as otherwise specified below, if such installation and connection are performed by Seller's technical personnel, prices shown include the cost thereof, provided that the installation and connection can be performed within the Continental United States or Puerto Rico and during normal business hours. Any overtime charges or other special expenses shall be additional charges to the prices shown. **12.3 Purchaser's Obligations.** Purchaser shall, at its expense, provide all proper and necessary labor and materials for plumbing service, carpentry work, conduit wiring, and other preparations required for such installation and connection. All such labor and materials shall be completed and available at the time of delivery of the Products by Seller. Additionally, Purchaser shall provide free access to the installation site and, if necessary, safe and secure space for storage of Products and equipment prior to installation by Seller. Purchaser shall be responsible, at its sole cost and expense, for obtaining all permits, licenses and approvals required by any federal, state or local authorities in connection with the installation and operation of the Products, including but not limited to any certificate of need and zoning variances. Purchaser shall provide a suitable environment for the Products and shall ensure that its premises are free of hazardous conditions and any concealed or dangerous conditions and that all site requirements are met. Seller shall delay its work until Purchaser has completed the removal of any hazardous materials or has taken any other precautions and completed any other work required by applicable regulations. Purchaser shall reimburse Seller for any increased costs and expenses incurred by Seller that are the result of or are caused by any such delay. In the event that Seller is requested to supervise the installation of the Products, it remains the Purchaser's responsibility to comply with local regulations. Seller is not an architect and all drawings furnished by Seller are not construction drawings. If local labor conditions, including a requirement to use union labor, require the use of non-Seller employees to participate in the installation of the Product or otherwise causes delays or any additional expenses, then any such additional costs shall be at Purchaser's expense. **12.4 Regulatory Reporting.** In the event that any regulatory activity is performed by anyone other than Seller's authorized personnel, then Purchaser shall be responsible for fulfilling any and all reporting requirements. **12.5 Completion of Installation.** Installation shall be complete upon the conclusion of final calibration and checkout under Seller's standard

procedures to verify that the Products meet applicable written performance specifications. Notwithstanding the foregoing, first use of the Products by Purchaser, its agents or employees for any purpose after delivery shall constitute completion of installation.

13. PATENT, COPYRIGHT AND OTHER INFRINGEMENT CLAIMS

13.1 Infringement by Seller. Seller warrants that the Products manufactured by Seller and sold hereunder do not infringe any U.S. patent or copyright. If Purchaser receives a claim that any such Products, or parts thereof, infringe upon the rights of others under any U.S. patent or copyright, Purchaser shall notify Seller immediately in writing. Provided that Purchaser gives Seller information, assistance and exclusive authority to evaluate, defend and settle such claims, Seller shall at its own expense and option: indemnify and defend Purchaser against such claims; settle such claims; procure for Purchaser the right to use the Products; or remove or modify them to avoid infringement. If none of these alternatives is available on terms reasonable to Seller, then Purchaser shall return the Products to Seller and Seller shall refund to Purchaser the purchase price paid by Purchaser less reasonable depreciation for Purchaser's use of the Products. The foregoing states Seller's entire obligation and liability, and Purchaser's sole remedy, for claims of infringement. **13.2 Infringement by Purchaser.** If some or all of the Products sold hereunder are made by Seller pursuant to drawings or specifications furnished by Purchaser, or if Purchaser modifies or combines, operates or uses the Products other than as specified by Seller or with any product, data, software, apparatus or program not provided or approved by Seller, then the indemnity obligation of Seller under Section 13.1 shall be null and void.

14. DESIGNS AND TRADE SECRETS; LICENSE; CONFIDENTIALITY

14.1 Any drawings, data, designs, software programs or other technical information supplied by Seller to Purchaser in connection with the sale of the Products shall remain Seller's property and shall at all times be held in confidence by Purchaser. **14.2** For all Products which utilize software for their operation, such "Applications Software" shall be licensed to Purchaser under the terms of Seller's Software License Schedule attached hereto. **14.3** Seller and Purchaser shall maintain the confidentiality of any information provided or disclosed to the other party relating to the business, customers and/or patients of the disclosing party, as well as this Agreement and its terms (including the pricing and other financial terms under which the

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Purchaser will be purchasing the Products). Each party shall use reasonable care to protect the confidentiality of the information disclosed, but no less than the degree of care it would use to protect its own confidential information, and shall only disclose the other party's confidential information to its employees and agents having a need to know this information. The obligations of confidentiality set forth herein shall not apply to any information in the public domain at the time of disclosure or that is required to be disclosed by court order or by law.

15. ASSIGNMENT

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

16. COSTS AND FEES

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

17. MODIFICATION

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

18. GOVERNING LAW; WAIVER OF JURY TRIAL

18.1 This Agreement shall be governed by the laws of the state where the Product(s) will be installed, without regard to that state's choice of law principles. **18.2**

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

19. COST REPORTING

19.1 Purchaser agrees that it must fully and accurately report prices paid under this Agreement, net of all discounts, as required by applicable law and contract, including without limitation 42 CFR §1001.952(h), in all

applicable Medicare, Medicaid and state agency cost reports. Purchaser shall retain a copy of this Agreement and all other communications regarding this Agreement, together with the invoices for purchase and permit agents of the U.S. Department of Health and Human Services or any state agency access to such records upon request.

20. INTEGRATION

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

21. SEVERABILITY; HEADINGS

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

22. WAIVER

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

23. NOTICES

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

24. RIGHTS CUMULATIVE

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

25. END USER CERTIFICATION

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

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26. ACCESS TO BOOKS AND RECORDS

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

the expiration of four (4) years after the furnishing of any Product or service pursuant to said contract, the related organization will make available upon the written request of the Secretary or the Comptroller, or any of their duly authorized representatives, copies of records of said related organization that are necessary to certify the nature and extent of cost incurred by Purchaser for such Product or service.

27. DISPOSITION OF PRODUCTS

27.1 Purchaser expressly agrees that should Purchaser sell, transfer or otherwise dispose of the Products, Purchaser shall notify Seller in writing and give Seller the opportunity to purchase such Products. With Purchaser's notice, Purchaser shall provide Seller with a copy of the third party's binding offer to purchase the Products and Seller shall have seven (7) days to notify the Purchaser of an offer to purchase the Products.
05/15 Rev.

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SIEMENS REPRESENTATIVE
Lori Stapp
lori.dozier@siemens-healthineers.com

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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Lori Stapp

lori.dozier@siemens-healthineers.com

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

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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 THIS QUOTATION VIA A CHANGE ORDER. THESE REQUIREMENTS ARE IN ADDITION TO ANY OTHER REFERENCED TERMS AND CONDITIONS OF THE QUOTATION AND SHALL REMAIN IN EFFECT REGARDLESS OF ANY CONTRARY LANGUAGE IN THE QUOTATION.

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

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

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

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

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AT Warranty Information

| Product (New Systems and "ECO" Refurbished Systems Only) | Period of Warranty ¹ | Coverage | |
|--|---------------------------------|---|-------------------------------|
| X-Ray System (not including consumables) | 12 months | Full Warranty (parts & labor) Principal Coverage Period 8am-5pm Monday through Friday ³ | Includes Flat Panel Detectors |

| The parts warranty below only applies to purchased parts, not to replacement parts provided pursuant to a warranty. Repairs or replacements shall not interrupt, extend or prolong the term of the warranty. | | | |
|--|---|--|--|
| All AT Flat Panel Detectors (Includes HDR, Q.zen, Pixium, PaxScan, Canon, and LMAM Detectors) | First 12 months Months 13 through 36 | 100% Wear or Failure parts and labor Prorated credit given to customer against replacement cost | credit percentage = (36 - months in use) / 36 * 100 |
| Image Intensifier Tubes (Sirecon, Optilux) | First 12 months Months 13 through 24 | Prorated credit given to customer against replacement cost, parts only | credit percentage = (24 - months in use) / 24 * 100 |
| Megalix Cat Plus Tube | First 12 months Months 13 through 24 | 80,000 SLU ² or 12 months, whichever occurs first Prorated credit given to customer against replacement cost, parts only | credit percentage = (24 - months in use) / 24 * 100 |
| Gigalix Tube | First 12 months Months 13 through 24 | 100,000 SLU ² or 12 months, whichever occurs first Prorated credit given to customer against replacement cost, parts only | credit percentage = (24 - months in use) / 24 * 100 |
| Single Tank Tubes (Polyphos P125-135, Sirephos SR) | 12 months | | |

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Lori Stapp

lori.dozier@siemens-healthineers.com

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|-------------------------------------|---|--|--|
| Single Tank X-Ray Tubes (Powerphos) | Prorated to a maximum of 80,000 SLU ² or 12 months, whichever occurs first | Prorated credit given to customer against replacement cost | credit percentage = (80,000 - SLU used) / 80,000 * 100 |
| Consumables | Not covered | | |

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

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

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

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

³ Standard deliverable independent of subsequent service contract commitment