Application for Certificate of Need

Barnes-Jewish St. Peters Hospital
Replace CT Unit

Project #6087 HT

Submitted to
Missouri Health Facilities Review Committee

April 2024

Certificate of Need Program

EQUIPMENT REPLACEMENT APPLICATION

Applicant's Completeness Checklist and Table of Contents

Project Name: Barnes-Jewish St. Peters Hospital--replace CT Project No: 6087HT

Project Description: replace CT unit

Done	Page	N/A	Description
			Divider I. Application Summary:
__	2	__	1. Applicant Identification and Certification (Form MO 580-1861)
__	3	__	2. Representative Registration (From MO 580-1869)
__	4	__	3. Proposed Project Budget (Form MO 580-1863) and detail sheet with documentation of costs.
			Divider II. Proposal Description:
__	5	__	1. Provide a complete detailed project description, CON project number of the existing equipment (if prev. CON approved), and include the type/brand of both the existing equipment and the replacement equipment.
__	6	__	2. Provide a listing with itemized costs of the medical equipment to be acquired and bid quotes.
__	7	__	3. Provide a timeline of events for the project, from CON issuance through project completion.
			Divider III. Service Specific Criteria and Standards:
__	8	__	1. Describe the financial rationale for the proposed replacement equipment.
__	8	__	2. Document if the existing equipment has exceeded its useful life.
__	8	__	3. Describe the effect the replacement unit would have on quality of care.
__	8	__	4. Document if the existing equipment is in constant need of repair.
__	8	__	5. Document if the lease on the current unit has expired.
__	8	__	6. Describe the technological advances provided by the new unit.
__	9	__	7. Describe how patient satisfaction would be improved.
__	9	__	8. Describe how patient outcomes would be improved.
__	9	__	9. Describe what impact the new unit would have on utilization.
__	9	__	10. Describe any new capabilities that the new unit would provide.
__	9	__	11. By what percent will this replacement increase patient charges.

(If replacement equipment was not previously approved, also complete Divider IV below.)

			Divider IV. Financial Feasibility Review Criteria and Standards:
__	10	__	1. Document that sufficient financing is available by providing a letter from a financial institution or an auditor's statement indicating that sufficient funds are available.
__	11	__	2. Provide Service-Specific Revenues and Expenses (Form MO 580-1865) projected through three (3) **FULL** years beyond project completion.
__	10	__	3. Document how patient charges are derived.
__	10	__	4. Document responsiveness to the needs of the medically indigent.

DIVIDER I. APPLICATION SUMMARY:

1. **APPLICATION IDENTIFICATION AND CERTIFICATION FORM (FORM MO 580-1861)**

   See Attached Form.

2. **REPRESENTATIVE REGISTRATION (FORM MO 580-1869)**

   See Attached Form.

3. **PROPOSED PROJECT BUDGET (FORM MO 580-1863) AND DETAIL SHEET**

   See Attached Form.

Certificate of Need Program

APPLICANT IDENTIFICATION AND CERTIFICATION

*The information provided must match the **Letter of Intent** for this project, without exception.*

1. Project Location *(Attach additional pages as necessary to identify multiple project sites.)*

Title of Proposed Project	Project Number
Barnes-Jewish St. Peters Hospital--replace CT	6087HT
Project Address *(Street/City/State/Zip Code)*	**County**
10 Hospital Dr, St Peters, MO 63376	St. Charles

2. Applicant Identification *(Information must agree with previously submitted Letter of Intent.)*

List All Owner(s): *(List corporate entity.)*	Address (Street/City/State/Zip Code)	Telephone Number
Barnes-Jewish St. Peters Hospital	10 Hospital Dr, St Peters, MO 63376	314-323-1231

List All Operator(s): *(List entity to be licensed or certified.)*	Address (Street/City/State/Zip Code)	Telephone Number
Barnes-Jewish St. Peters Hospital	10 Hospital Dr, St Peters, MO 63376	314-323-1231

3. Ownership *(Check applicable category.)*

- ☑ Nonprofit Corporation
- ☐ Individual
- ☐ City
- ☐ District
- ☐ Partnership
- ☐ Corporation
- ☐ County
- ☐ Other_____

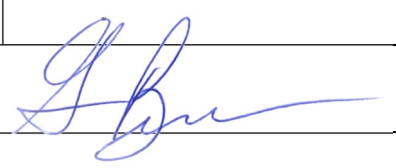
4. Certification

In submitting this project application, the applicant understands that:

(A) The review will be made as to the community need for the proposed beds or equipment in this application;
(B) In determining community need, the Missouri Health Facilities Review Committee (Committee) will consider all similar beds or equipment within the service area;
(C) The issuance of a Certificate of Need (CON) by the Committee depends on conformance with its Rules and CON statute;
(D) A CON shall be subject to forfeiture for failure to incur an expenditure on any approved project six (6) months after the date of issuance, unless obligated or extended by the Committee for an additional six (6) months:
(E) Notification will be provided to the CON Program staff if and when the project is abandoned; and
(F) A CON, if issued, may not be transferred, relocated, or modified except with the consent of the Committee.

We certify the information and date in this application as accurate to the best of our knowledge and belief by our representative's signature below:

5. Authorized Contact Person *(Attach a Contact Person Correction Form if different from the Letter of Intent.)*

Name of Contact Person		Title
Greg Bratcher		Dir., Government Relations
Telephone Number	**Fax Number**	**E-mail Address**
314-323-1231		gbratcher@bjc.org
Signature of Contact Person		**Date of Signature**
		3/10/2024

Certificate of Need Program

REPRESENTATIVE REGISTRATION

*(A registration form must be completed for **each** project presented.)*

Project Name	Number
Barnes-Jewish St. Peters Hospital--replace CT	6087HT

(Please type or print legibly.)

Name of Representative	Title
Greg Bratcher	Dir., Gov. Relations

Firm/Corporation/Association of Representative (may be different from below, e.g., law firm, consultant, other)	Telephone Number
BJC HealthCare	314-323-1231

Address (Street/City/State/Zip Code)

4901 Forest Park Ave, Suite 1220, MS 90-75-574, St. Louis, MO 63108

Who's interests are being represented?
(If more than one, submit a separate Representative Registration Form for each.)

Name of Individual/Agency/Corporation/Organization being Represented	Telephone Number
BJC HealthCare	314-323-1231

Address (Street/City/State/Zip Code)

4901 Forest Park Ave, Suite 1220, MS 90-75-574, St. Louis, MO 63108

Check one. Do you:

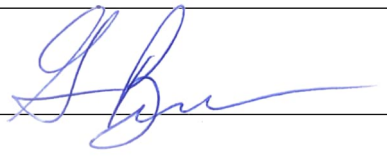
- ☑ Support
- ☐ Oppose
- ☐ Neutral

Relationship to Project:

- ☐ None
- ☑ Employee
- ☐ Legal Counsel
- ☐ Consultant
- ☐ Lobbyist
- ☐ Other (explain):

Other Information:

I attest that to the best of my belief and knowledge the testimony and information presented by me is truthful, represents factual information, and is in compliance with §197.326.1 RSMo which says: *Any person who is paid either as part of his normal employment or as a lobbyist to support or oppose any project before the health facilities review committee shall register as a lobbyist pursuant to chapter 105 RSMo, and shall also register with the staff of the health facilities review committee for every project in which such person has an interest and indicate whether such person supports or opposes the named project. The registration shall also include the names and addresses of any person, firm, corporation or association that the person registering represents in relation to the named project. Any person violating the provisions of this subsection shall be subject to the penalties specified in § 105.478, RSMo.*

Original Signature	Date
	3/10/2024

Certificate of Need Program

PROPOSED PROJECT BUDGET

Description	Dollars
COSTS:*	*(Fill in every line, even if the amount is "$0".)*
1. New Construction Costs ***	
2. Renovation Costs ***	
3. Subtotal Construction Costs (#1 plus #2)	$0
4. Architectural/Engineering Fees	
5. Other Equipment (not in construction contract)	
6. Major Medical Equipment	$2,430,000
7. Land Acquisition Costs ***	
8. Consultants' Fees/Legal Fees ***	
9. Interest During Construction (net of interest earned) ***	
10. Other Costs ***	
11. Subtotal Non-Construction Costs (sum of #4 through #10	$2,430,000
12. Total Project Development Costs (#3 plus #11)	$2,430,000 **
FINANCING:	
13. Unrestricted Funds	$2,430,000
14. Bonds	
15. Loans	
16. Other Methods (specify)	
17. Total Project Financing (sum of #13 through #16)	$2,430,000 **
18. New Construction Total Square Footage	
19. New Construction Costs Per Square Foot *****	
20. Renovated Space Total Square Footage	
21. Renovated Space Costs Per Square Foot ******	

* *Attach additional page(s) detailing how each line item was determined, including all methods and assumptions used. Provide documentation of all major costs.*

** *These amounts should be the same.*

*** *Capitalizable items to be recognized as capital expenditures after project completion.*

**** *Include as Other Costs the following: other costs of financing; the value of existing lands, buildings and equipment not previously used for health care services, such as a renovated house converted to residential care, determined by original cost, fair market value, or appraised value; or the fair market value of any leased equipment or building, or the cost of beds to be purchased.*

***** *Divide new construction costs by total new construction square footage.*

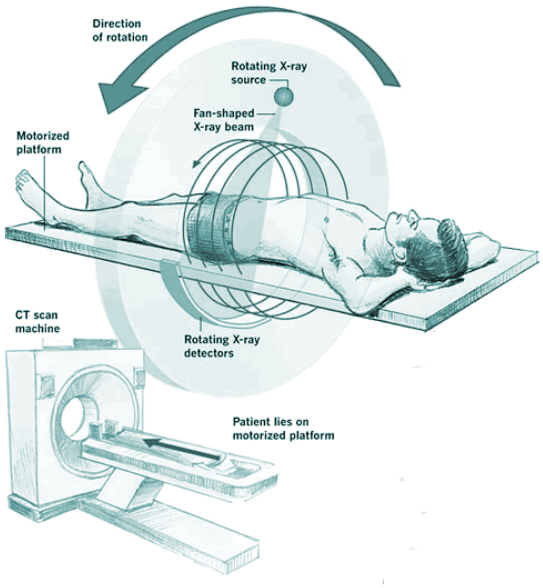
****** *Divide renovation costs by total renovation square footage.*

DIVIDER II. PROPOSAL DESCRIPTION

1. PROVIDE A COMPLETE DETAILED PROJECT DESCRIPTION

Barnes-Jewish St. Peters Hospital seeks to replace a sixteen-year-old CT scanner that has been issued an end-of-service notice and acquire a revolutionary photon-counting CT, the Siemens Photon CT.

A CT scanner, at its core, is an X-ray machine mounted on a large ring with an array of X-ray detectors on the opposite side of the ring. By spinning the ring around a patient while the patient moves through its center on an automated table, "slices" of a patient's anatomy are acquired and displayed for a doctor's use in diagnoses and treatment.



Today's CT scanners use a two-step process to convert X-rays into images. First, the X-rays are converted into visible light in a specially coated layer of the detector. Below that layer, an array similar to that in camera phones converts the light into digitized images. The layer that collects the initial X-rays, known as the scintillator layer, is made of a ceramic material that is organized into pixels. While these pixels are small, there is a minute

space between them. The space between is dead space, which decreases the resolution of the CT images. To increase resolution, this two-step process runs up against the limits of physics—that dead space between pixels can become smaller but will never disappear. The way toward progress is to cut out the dead space.

A New Technology

Advancements in semiconductor materials have led to a breakthrough. Using a detector made of cadmium telluride, the proposed CT scanner can convert X-rays directly into the electric signals used to create images.

This offers tremendous advantages. First, images will be clearer twofold: first, the dead space in detectors is eliminated, plus the energy level of each photon is measured discretely, providing more information in the image.

As a bonus, clearer images will be achieved using much less radiation dosage. In comparison, the inefficiency of the two-step process requires more energy be imparted to the X-rays. Counting the X-rays directly allows for clarity without the added energy.

Regarding energy, direct registration of the X-ray beams is expected to lead to new techniques in the near future. In the old system, once an X-ray signal was converted to light, it was either "on" or "off." Whatever discrete energy imparted to the X-ray is lost in the translation. Directly counting the X-ray beams allows for tracking both the amount of X-rays coming through AND the energy of those X-rays. That added information will someday mean even better images and new types of testing.

The estimated total cost of the replacement project is $2,430,000. It is expected to be operational by the end of the year.

2. PROVIDE A LISTING WITH ITEMIZED COSTS OF THE MEDICAL EQUIPMENT TO BE ACQUIRED AND BID QUOTES.

The equipment to be acquired is:

- CT unit & shielding at $2,430,000

3. PROVIDE A TIMELINE OF EVENTS FOR THE PROJECT, FROM CON ISSUANCE THROUGH PROJECT COMPLETION.

- Order machine pending CON approval
- Prepare space this spring
- Installation for the proposed machine is expected to be complete by early summer
- First patient later in the summer

DIVIDER III. COMMUNITY NEED CRITERIA AND STANDARDS

1. DESCRIBE THE FINANCIAL RATIONAL FOR THE PROPOSED PRICE OF THE EQUIPMENT.

BJC HealthCare has negotiated aggressive pricing with most healthcare equipment vendors. The system purchases major medical equipment using a multi-year, multi-hospital bidding system. The entire health system estimates its equipment needs in two-year cycles and asks vendors to provide their best deal based on a winner-take-all agreement. This has resulted in significant reductions in pricing.

2. DOCUMENT THAT THE EXISTING EQUIPMENT HAS EXCEEDED ITS USEFUL LIFE.

According to the standard for healthcare accounting, *Estimated Useful Lives of Depreciable Hospital Assets,* a CT unit's useful life is five years. The equipment proposed for replacement is sixteen years old.

3. DESCRIBE THE EFFECT REPLACEMENT WILL HAVE ON QUALITY OF CARE.

The proposed machine has several features that support improved quality:

- Better imaging with fewer motion artifacts.
- Less need for sedation.
- Lower doses of radiation.

4. DOCUMENT THAT THE EXISTING EQUIPMENT IS IN CONSTANT NEED OF REPAIR.

The current CT scanner is sixteen years old and was issued an end-of-service in 2019.

5. DOCUMENT THAT THE LEASE ON THE CURRENT EQUIPMENT HAS EXPIRED.

NA

6. DESCRIBE THE TECHNICAL ADVANCES PROVIDED BY THE NEW UNIT.

- Direct registration of the X-ray beams.

7. DESCRIBE HOW PATIENT SATISFACTION WOULD BE IMPROVED.

- Access to advanced scanning in St. Charles County will be the primary driver of improved patient satisfaction.

8. DESCRIBE HOW PATIENT OUTCOMES WOULD BE IMPROVED.

- Better imaging leads to more refined diagnoses.
- The potential for new, innovative testing will undoubtedly lead to better outcomes in the future—this machine puts Barnes-Jewish St. Peters Hospital at the vanguard of such possibilities.

9. DESCRIBE THE EFFECT IT WOULD HAVE ON UTILIZATION.

There is no expected direct impact on overall utilization since this is a replacement unit.

10. DESCRIBE ANY NEW CAPABILITIES THE NEW UNIT WOULD PROVIDE.

Direct registration of the X-ray beams is expected to provide a requisite tool for innovative techniques and procedures in the near future.

11. BY WHAT PERCENT WILL THIS INCREASE PATIENT CHARGES?

Patient charges will not be impacted by this project.

DIVIDER IV. FINANCIAL FEASIBILITY REVIEW CRITERIA & STANDARDS:

1. DOCUMENT THAT SUFFICIENT FINANCING IS AVAILABLE BY PROVIDING A LETTER FROM A FINANCIAL INSTITUTION OR AN AUDITOR'S STATEMENT INDICATING THAT SUFFICIENT FUNDS ARE AVAILABLE.

IRS 990 forms are on file with the CON office.

2. PROVIDE SERVICE-SPECIFIC REVENUES AND EXPENSES (FORM MO 580-1865) PROJECTED THROUGH THREE (3) YEARS BEYOND PROJECT COMPLETION.

See the attached financial forms.

3. DOCUMENT HOW PATIENT CHARGES WERE DERIVED.

Charges are generally arrived at by determining the reasonable and customary unit charge for delivering a given procedure through routine market checks of pricing at other facilities and comparing the expected unit cost using a cost accounting package tailored specifically for hospitals. Finally, annual inflation adjustments are made, usually averaging 2% to 3%.

4. DOCUMENT RESPONSIVENESS TO THE NEEDS OF THE MEDICALLY INDIGENT.

BJC is one of the largest providers of charity care, unreimbursed care, and community benefits in the state of Missouri, offering the community over $900 million in care and services. BJC hospitals have a long-standing policy of providing charity care and reduced-fee care to those in need. This policy will continue.

The hospital offers financial counseling for all patients to ensure adequate coverage is obtained. For patients who are indigent, our financial counselors assist these families in obtaining Medicaid assistance. If financial assistance is not attainable, charity care may be extended as appropriate. The hospital financial assistance guidelines are based on family size and income relative to the US poverty level guidelines. Each case is reviewed on an individual basis.

Although community benefit is often measured by the value of current programs, BJC's contributions also sustain the future of health care by investing in the education of health professionals. BJC invested more than $220 million in educating nurses, doctors, therapists, pharmacists, and medical technologists in 2021.

BJC and its hospitals and health service organizations impact countless lives daily with programs that bring health and wellness resources into schools,

neighborhoods, workplaces, houses of worship, and wherever neighbors gather. During 2021, BJC organizations contributed $19 million to community health and wellness programs throughout metropolitan St. Louis and southern Illinois. These programs provided almost half a million individual services to children, adults, and seniors.

Certificate of Need Program

SERVICE-SPECIFIC REVENUES AND EXPENSES

Project Title: **Project #:**

Historical Financial Data for Latest Three Full Years plus Projections Through Three Full Years Beyond Project Completion

Use an individual form for each affected service with a sufficient number of copies of this form to cover entire period, and fill in the years in the appropriate blanks.

	Year 2021	Year 2022	Year 2023
Amount of Utilization:*	15,372	16,831	18,912
Revenue:			
Average Charge**	$5,020	$5,134	$5,169
Gross Revenue	$77,167,440	$86,410,354	$97,756,128
Revenue Deductions	63,183,125	71,450,307	80,561,037
Operating Revenue	13,984,315	14,960,047	17,195,091
Other Revenue	0	0	0
TOTAL REVENUE	**$13,984,315**	**$14,960,047**	**$17,195,091**
Expenses:			
Direct Expenses			
Salaries	3,401,329	4,390,157	4,794,126
Fees	0	0	0
Supplies	1,171,048	1,323,645	1,654,792
Other	145,968	151,013	208,911
TOTAL DIRECT	$4,718,345	$5,864,815	$6,657,829
Indirect Expenses			
Depreciation	98,347	98,347	98,347
Interest***	0	0	0
Rent/Lease	0	0	0
Overhead****	4,499,012	4,677,420	5,216,562
TOTAL INDIRECT	$4,597,359	$4,775,767	$5,314,909
TOTAL EXPENSES	**$9,315,704**	**$10,640,582**	**$11,972,738**
NET INCOME (LOSS):	**$4,668,611**	**$4,319,465**	**$5,222,353**

*Utilization will be measured in "patient days" for licensed beds, "procedures" for equipment, or other appropriate units of measure specific to the service affected.

**Indicate how the average charge/procedure was calculated.

***Only on long term debt, not construction.

****Indicate how overhead was calculated.

Certificate of Need Program

SERVICE-SPECIFIC REVENUES AND EXPENSES

Project Title: **Project #:**

Historical Financial Data for Latest Three Full Years plus Projections Through Three Full Years Beyond Project Completion

Use an individual form for each affected service with a sufficient number of copies of this form to cover entire period, and fill in the years in the appropriate blanks.

	Year 2024	Year 2025	Year 2026
Amount of Utilization:*	19,385	19,869	20,366
Revenue:			
Average Charge**	$5,427	$5,698	$5,938
Gross Revenue	$105,202,395	$113,213,562	$120,933,308
Revenue Deductions	87,144,257	94,251,746	101,924,606
Operating Revenue	18,058,138	18,961,816	19,925,172
Other Revenue	0	0	0
TOTAL REVENUE	**$18,058,138**	**$18,961,816**	**$19,925,172**
Expenses:			
Direct Expenses			
Salaries	5,085,968	5,395,577	5,724,032
Fees	0	0	0
Supplies	1,755,527	1,862,395	1,975,769
Other	221,628	235,120	249,433
TOTAL DIRECT	$7,063,123	$7,493,092	$7,949,234
Indirect Expenses			
Depreciation	57,369	0	0
Interest***	0	0	0
Rent/Lease	0	0	0
Overhead****	5,453,916	5,702,069	5,961,513
TOTAL INDIRECT	$5,511,285	$5,702,069	$5,961,513
TOTAL EXPENSES	**$12,574,408**	**$13,195,161**	**$13,910,747**
NET INCOME (LOSS):	**$5,483,730**	**$5,766,655**	**$6,014,425**

*Utilization will be measured in "patient days" for licensed beds, "procedures" for equipment, or other appropriate units of measure specific to the service affected.

**Indicate how the average charge/procedure was calculated.

***Only on long term debt, not construction.

****Indicate how overhead was calculated.

Certificate of Need Program

SERVICE-SPECIFIC REVENUES AND EXPENSES

Project Title: **Project #:**

Historical Financial Data for Latest Three Full Years plus Projections Through Three Full Years Beyond Project Completion

Use an individual form for each affected service with a sufficient number of copies of this form to cover entire period, and fill in the years in the appropriate blanks.

	Year 2027	Year 20??	Year 20??
Amount of Utilization:*	20,875	0	0
Revenue:			
Average Charge**	$6,282	$0	$0
Gross Revenue	$131,136,750	$0	$0
Revenue Deductions	110,207,135	0	0
Operating Revenue	20,929,615	0	0
Other Revenue	0	0	0
TOTAL REVENUE	**$20,929,615**	**$0**	**$0**
Expenses:			
Direct Expenses			
Salaries	6,072,483	0	0
Fees	0	0	0
Supplies	2,096,043	0	0
Other	264,617	0	0
TOTAL DIRECT	$8,433,143	$0	$0
Indirect Expenses			
Depreciation	0	0	0
Interest***	0	0	0
Rent/Lease	0	0	0
Overhead****	6,232,762	0	0
TOTAL INDIRECT	$6,232,762	$0	$0
TOTAL EXPENSES	**$14,665,905**	**$0**	**$0**
NET INCOME (LOSS):	**$6,263,710**	**$0**	**$0**

*Utilization will be measured in "patient days" for licensed beds, "procedures" for equipment, or other appropriate units of measure specific to the service affected.

**Indicate how the average charge/procedure was calculated.

***Only on long term debt, not construction.

****Indicate how overhead was calculated.

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

SIEMENS REPRESENTATIVE
Gregory Thudium - +1 (314) 604-8452
gregory.thudium@siemens-healthineers.com

Customer Number: 0000004627

Date: 07/06/2023

BJC HEALTH SYSTEM
4249 CLAYTON AVE STE 310
SAINT LOUIS, MO 63110

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: $ 2,400,000
(total does not include any Optional or Alternate components which may be selected)

Proposal valid until 08/20/2023

Estimated Delivery Date: 03/31/2024

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

This proposal includes the trade-in of equipment referenced in Trade Sheet Project #2016-2945.

This quote CPQ-890936 represents a conversion of Siemens quote # 1-LJB023 Rev. 0 dated 09/27/2017, BJC HEALTH SYSTEM Purchase Order #1050146174 dated 09/27/2017, and Siemens Sales Order #30209129, from a SOMATOM Definition AS system to a NAEOTOM Alpha system as quoted herein. Pricing is as quoted herein and terms and conditions are in accordance with those included in this quotation. Any change in price from the SOMATOM Definition AS system will require a new or revised PO from BJC HEALTH SYSTEM.

This offer is only valid if a firm, non-contingent order is placed with Siemens and a signed POS contract must accompany the equipment order.

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

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

SIEMENS REPRESENTATIVE
Gregory Thudium - +1 (314) 604-8452
gregory.thudium@siemens-healthineers.com

Accepted and Agreed to by:

Siemens Medical Solutions USA Inc.		**BJC HEALTH SYSTEM**	
By (sign):	_____	By (sign):	_____
Name:	Gregory Thudium	Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

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

By (Sign): _____

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

SIEMENS REPRESENTATIVE
Gregory Thudium - +1 (314) 604-8452
gregory.thudium@siemens-healthineers.com

Quote Nr:	**CPQ-890936 Rev. 0**
Terms of Payment:	**00% Down, 80% Delivery, 20% Installation** **Free On Board: Destination**
Purchasing Agreement:	VIZIENT SUPPLY LLC VIZIENT SUPPLY LLC terms and conditions apply to Quote Nr CPQ-890936 Customer certifies, and Siemens relies upon such certification, that : (a) VIZIENT CT - XR0676 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.

NAEOTOM Alpha

All items listed below are included for this system:

Qty	Part No.	Item Description
1	14472661	**NAEOTOM Alpha** With the NAEOTOM Alpha, Siemens Healthineers is opening a new chapter in Computed Tomography. Being the first CT system with a photon-counting detector, the NAEOTOM Alpha signifies a quantum leap in diagnostic confidence. This revolutionary technology, which has been under development for more than 15 years enables unseen levels of image quality, dose performance and reproducibility. The proprietary QuantaMax photon-counting detector delivers ultra-high-resolution imaging with no dose penalty, complete absence of electronic noise, improved iodine contrast to noise ratio and intrinsic spectral sensitivity. Combined with our Dual Source technology, our Vectron high-performance x-ray tubes and the innovative Somaris 10 platform, the NAEOTOM Alpha lifts Computed Tomography to a level previously unattainable. NAEOTOM Alpha contains two Vectron™ X-ray tubes with unprecedented 2 x 1,300 mA tube current at 2 x 120 kW generator power and the QuantaMax detector. NAEOTOM Alpha takes CT imaging where it has never gone before with the ability to generate thin 0.2 mm slices e.g., for stenosis, plaque and stent analysis and for low-kV imaging without compromises, even in adult or obese patients at scan speeds up to 737 mm/s (opt.). The QuantaMax photon-counting detector pushes spatial resolution to new levels, providing 0.25 mm resolution in standard mode and 0.11 mm in Quantum High Resolution mode (opt.). The NAEOTOM Alpha gantry, with its powerful hollow shaft motor, achieves maximum rotation speeds of up to 0.25 seconds (optional) resulting in down to 66 ms, heart rate independent temporal resolution to freeze motion. Furthermore, it enables reduction in radiation dose, while it optimizes overall image quality (both high- and low-contrast resolution) for all scans.
1	14481796	**Quantum ICS**

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

SIEMENS REPRESENTATIVE
Gregory Thudium - +1 (314) 604-8452
gregory.thudium@siemens-healthineers.com

Qty	Part No.	Item Description
		Contains Quantum ICS (Image Control System). Image storage for up to 5.000.000 image (using 512 x 512 matrix). Equipped with 128 GB memory.
1	14472514	**Multi Purpose Table** Multi Purpose Table (Vitus) with 2000 mm / 78.7'' scannable 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	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	14468008	**Positioning & Fixation Set** Positioning & Fixation Set including pediatric cradle, arm support, patient fixation straps and 40 cm positioning straps.
1	14468261	**Storage Box** Additional ergonomic storage box at the side of the patient table.
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	14468638	**Infusion Holder** Infusion holder smartly attached to the end of the patient table.
1	14468017	**2nd Control-room Monitor** The second control room monitor enables additional visual space to support your SOMARIS 10 View&GO workflow.
1	14472692	**Cooling System Water/Air #split** Water-to-air heat exchanger for the dissipation (to the air outside) of heat, generated in the gantry.
1	14468045	**Trafo for cooling system water/air** For adequate power consumption the chiller system may need an additional transformer: If the electrical connection to be used cannot provide either 400V at 50Hz or 460V at 60Hz this transformer is needed.
1	14468047	**Service Switch** Service switch to shut off the outdoor cooling unit for maintenance or in case of emergency.
1	14472694	**ALON-UPS incl. Rack and Cabinet** “Always On” UPS to provide uninterrupted power supply. Delivery includes rack and cabinet.
1	14472697	**ALON-UPS Cable Set M** Short cable set for UPS.
1	14468009	**CARE Contrast III** CARE Contrast III speeds up clinical workflow and allows efficient and confident monitoring of patients during contrast media injection and scan start, now with the interchange of protocols including contrast media parameters (e.g., flow, concentration) calculated for the average patient.

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

SIEMENS REPRESENTATIVE
Gregory Thudium - +1 (314) 604-8452
gregory.thudium@siemens-healthineers.com

Qty	Part No.	Item Description
		Package includes fully defined protocols including quantified parameterization of flow and concentration for the media, calculated for the average patient.
1	14472512	**Emergency Imaging** This package includes reading applications to speed up the workflow in emergency procedures: trauma layouts and Recon&GO – inline results for Skull Unfolding and Brain Hemorrhage.
1	14481852	**Quantum Cardiac Imaging** Fully utilizing the speed of the NAEOTOM Alpha's Dual Source technology, 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. Due to its intrinsic spectral sensitivity, the NAEOTOM Alpha is able to provide all cardiac exams including spectral information, even at full temporal resolution. 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. 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, PURE Calcium, 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	14472674	**Quantum Pure Lumen** Quantum Pure Lumen can be used to visualize vessel (e.g. coronaries) morphology by removing calcium deposits as it has been demonstrated in anthropomorphic phantoms.
1	14481930	**Quantum HD Cardiac** For the highest level of detail, Quantum HD Cardiac allows scanning coronary CTA at a slice thickness of down to 0.2mm. Quantum HD Cardiac is only available in combination with the Quantum HD and Quantum Cardiac Imaging packages.
1	14472671	**Quantum Imaging** Quantum Imaging provides the following functionality: - Quantum Monoenergetic Plus - Quantum Virtual Unenhanced (incl. Quantum Iodine Map) These applications are available both as automatic results (Recon&GO Inline Results and Spectral Recon) as well as interactive applications (CT View&GO and Advanced Task at AWP): Recon&GO Inline Results: - Recon&GO Inline Results - Quantum Monoenergetic Plus - Recon&GO Inline Results - Quantum Virtual Unenhanced (incl. Quantum Iodine Map) Recon&GO Spectral Recon - Recon&GO Spectral Recon - Quantum Monoenergetic Plus - Recon&GO Spectral Recon - Quantum Virtual Unenhanced (incl. Quantum Iodine Map) CT View&GO: - Interactive Spectral Imaging (switch between Quantum Monoenergetic Plus, Quantum Virtual Unenhanced and Quantum Iodine Map & change keV of Quantum Monoenergetic Plus)

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

SIEMENS REPRESENTATIVE
Gregory Thudium - +1 (314) 604-8452
gregory.thudium@siemens-healthineers.com

Qty	Part No.	Item Description
		SPP data format: - Creation of SPP data format. Quantum Monoenergetic Plus simulates images that are equivalent to images scanned with a single photon energy beam, depending on the energy (keV). By changing the energy (keV), you can enhance the contrast between different materials. Quantum Monoenergetic Plus provides a range of keV values from 40-190 keV. Quantum Virtual Unenhanced (incl. Quantum Iodine Map) allows you to visualize the contrast agent concentration in soft body tissue. The application generates virtual non-contrast (VNC) images by subtracting iodine from the Quantum spectral data sets. The VNC images can be used for baseline density measurements.
1	14482011	**Quantum HD** The package Quantum HD contains the features Quantum HD Acquisition Mode and Precision Matrix. Quantum HD Acquisition Mode: Ultra high-resolution scanning with up to 45 line pairs/cm using a collimation of 120x0.2mm and a slice thickness of 0.2mm at strongly improved dose usage (compared to conventional UHR comb). Precision Matrix Reconstructions of images with matrix sizes of 1024x1024 or 768x768, useful to keep spatial resolution high even at full scan FoV. The right image matrix size 1024x1024, 768x768 or 512x512 can be 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	14481731	**Quantum 4D Imaging** This package enables longer dynamic ranges with Flex 4D Spiral, useful for instance in body perfusion or dynamic angiography. Flex 4D Spiral - Body Continuously repeated bi-directional table movement during spiral acquisition enables an extended range for 4D information of the body.
1	14468012	**Lung CAD** Simplify the integration of Lung Cancer Screening into your institution with Recon&GO and CT View&GO thanks to AI-powered algorithms: Recon&GO - Inline Lung CAD PACS-ready zero-click LungCAD (Computer Aided Detection) series. CT View&GO - Lung CAD As an all-in-one, cross-specialty viewing solution, CT View&GO provides a LungCAD tool, as computer assisted second reader solution for evaluation on the AWP.
1	14473230	**Quantum Neuro Imaging** The Neuro Imaging Package provides you with a tiltable head holder and various tools for assessment of stroke and other neurological diseases: neuro DSA (Digital Subtraction Angiography) and neuro perfusion.
1	14473226	**SW Base Package VA50** To utilize the full potential of the NAEOTOM Alpha, we provide the full range of market leading applications to support your scanning needs.

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

SIEMENS REPRESENTATIVE
Gregory Thudium - +1 (314) 604-8452
gregory.thudium@siemens-healthineers.com

Qty	Part No.	Item Description
		Including SureView, Turbo Flash Spiral, CARE Dose 4D, CARE keV, iMAR, FAST Workflow and our innovative GO Technologies.
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. 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	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	14472687	**Wireless edition** Wireless Tablet and Remote Scan Control for mobile workflow.
1	14472689	**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	14468020	**FAST 3D Camera** The world's first 3D camera integrated in a CT positioning workflow allows automatic patient positioning in the exam room. The FAST 3D Camera enables more flexible patient preparation and accurate positioning thanks to the combination of the AI-powered FAST 3D Camera with the mobile workflow. A live image of the patient is displayed on the Scan&GO tablet interface for interactive planning. The FAST 3D Camera captures the patient's shape, position, and height in three dimensions. Using infrared measurement, it even recognizes body contours: for example, when people are wearing masking clothes or blankets. Specialized applications support accurate and reproducible positioning: • FAST Isocentering, at the push of a button, provides the correct isocenter position, enabling the right dose modulation and consistent images. • FAST Range supports scanning the correct body region in the topogram with no cut-off. • FAST Direction helps safeguard the right scan direction of the topogram.
1	14468022	**Rear cover w/ buttons and docks**

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

SIEMENS REPRESENTATIVE
Gregory Thudium - +1 (314) 604-8452
gregory.thudium@siemens-healthineers.com

Qty	Part No.	Item Description
		Rear gantry cover, including docks for two tablets and buttons, for additional access to the positioning of the patient from both sides of the gantry.
1	14472690	**Gantry tablet rear** Additional wireless Tablet to enable scanner operation on the rear from both table sides without detaching the tablet from the charging docks on the gantry.
1	14472905	**Docking station for gantry tablet** Flexible wall or table docking station as additional charging spots for the tablets and the remote.
1	14468026	**Patient Experience Pro** Patient Observation Camera By helping you keep an eye on the patient at all times, the gantry-integrated camera makes it easy to provide better care. Directly integrated at the gantry funnel, it allows a closer look at the patient during the whole examination, even when the patient is inside the gantry - when it matters the most. The close-up perspective makes it easy to spot even micro-movements and keep the patient in the right position. Visual Patient Instructions (VPI) Intuitive color-coded breathhold count-down displayed on the front and rear part of the tunnel as visual guidance for patients, especially helpful for the hearing-impaired or the ones who cannot follow the local language. Ring Moodlight Choose among different color lighting at the gantry ring to create a comfortable environment for patients.
1	14472691	**Funnel Moodlight** Funnel Moodlight Color lighting at the gantry funnel. Light up the scanner funnel with different colors to enhance well-being by creating the impression of a bigger space.
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	PSPD250480Y3K	**Surge Protective Device (SPD)**
1	CT_INST_RIEDEL_01	**Riedel Chiller Start-up by SBT**
1	4SPAS014	**Low Contrast CT Phantom & Holder**
1	CT_ACQ_FEATURES	**Image Quality Control Features** -> 0.25 sec Rotation Time: High-speed 0.25 s rotation enabling 66 msec temporal resolution. -> CARE Bolus: Operating mode for CM-enhancement triggered data acquisition. -> Quantum Flash Spiral: Fast spiral scanning mode with up to 737 mm/s, reducing motion artifacts.

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

SIEMENS REPRESENTATIVE
Gregory Thudium - +1 (314) 604-8452
gregory.thudium@siemens-healthineers.com

Qty	Part No.	Item Description
		-> FAST Topo: Enables faster scan speeds in topograms, which prevents breath-hold artifacts. It also has the potential to decrease the topogram dose. -> 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 -> Tin Filter: This dedicated filter block unnecessary low energy photons for non-contrast exams optimizing the X-ray spectrum increasing dose efficiency especially for applications with high air (or bone)-to-soft tissue contrast (e.g. lung).
1	CT_AUTO_INLINE	**Automation & Inline Processing** -> Inline Anatomical Ranges: Powered by ALPHA, automatically recognizes anatomical landmarks and creates standard orientations for all joints and body regions - including radial and parallel ranges in any anatomical orientation and thickness. -> Inline Table & Bone Removal: Table & Bone Removal radial ranges. Zero-click bone-free VRT reconstruction that facilitates a precise vascular assessment by visualizing blood vessels without interfering anatomical structures. -> Inline Vessel Ranges: Vascular Ranges-Zero-click vessel centerline extraction and anatomical labeling of the main vessels with display of Curved Planar Reconstruction. -> Inline Spine Ranges: Zero-click reconstruction of anatomically aligned spine reconstructions detecting and labelling vertebrae calculating their position for anatomically correct image reconstruction. This delivers time savings for a complete spine reconstruction, while reducing the risk of mislabeling associated with manual preparation. -> Inline Rib Ranges: Zero-click reconstruction of radial and parallel rib specific visualization that adapts the rib cage anatomy according to the radiologist's reading needs - displaying all ribs spread out in one plane. Automated rib labeling and numbering.
1	CT_DOSE_CONTROL	**Dose Control Features** -> Adaptive Dose Shield: Eliminate pre- & post-spiral over-radiation -> CARE Dose4D & Configurator: Delivers the highest possible image quality at the lowest possible dose for patients - maximum detail, minimum dose. It delivers significant x-ray dose reduction for all body regions and includes reference curves for each body region and habitus allowing more precise adjustments to the patient's anatomy -> Flex Dose Profile: In combination with CARE Dose4D and FAST Planning, it allows for a more optimal modulation of the dose in long scans ranges where different quality references might be needed -> FAST Adjust: assists the user to handle system settings in a fast and easy way by automatically solving of conflicts within user defined limits by one single click. -> X-CARE: Partial scanning to reduce direct X-ray exposure for the most dose-sensitive body regions, e.g. breasts, thyroid gland or eye lens -> CARE keV: The goal of CARE keV tube voltage and current optimization is minimized patient dose at consistent image quality taking the dose efficiency of low keV Mono+ reconstructions into account -> CARE keV IQ Level: Scanner geometry independent measure of image quality
1	CT_DOSE_REPORTING	**Dose Reporting Features**

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

SIEMENS REPRESENTATIVE
Gregory Thudium - +1 (314) 604-8452
gregory.thudium@siemens-healthineers.com

Qty	Part No.	Item Description
		-> DICOM SR Dose Reports: DICOM structured file allows for the extraction of dose values (CDTIvol, DLP) -> Dose Logs: 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. -> 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. -> 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. -> SSDE & Dw: Providing the user with Size Specific Dose Estimates (SSDE) and Water Equivalent Diameter -> NEMA_XR-29 Standard: This system is in compliance with NEMA XR-29 Standard Attributes on CT Equipment Related to Dose Optimization and Management, also known as Smart Dose.
1	CT_IQ_FEATURES	**Dose Control Features** -> Quantum Iterative Reconstruction: Reduce noise while maintaining image quality and detail visualization. Take advantage of simple implementation and ease of use of Quantum Iterative Reconstruction. Benefit from the selective denoising based on the underlying morphological structures. -> Neuro BestContrast: The algorithm can provide enhanced tissue contrast, resulting in improved contrast between gray and white matter without increasing image noise. This post processing step is rapid and can be easily incorporated into clinical workflow where it can be used with other dose reduction approaches such as iterative reconstruction. -> Multi Recon: Automatic generation of multiple series in different orientations (coronal/sagittal/axial) or image impressions (soft tissue/air/bone/...)
1	CT_QUANTA_MAX	**QuantaMax Detector** -> Direct signal conversion: The first commercially available photon-counting CT detector in the market. In contrast to energy integrating detectors using scintillators and photodiodes, it employs direct signal conversion from x-ray photons to electronic signals. -> No electronic noise: The energy of each x-ray is measured allowing you to set a threshold eliminating all baseline electronic noise, for robust imaging results especially with low-signal, providing stable reproducible CT numbers for quantitative CT at low dose. -> Intrinsic spectral sensitivity: Up to 4 energy thresholds enable established dual-energy applications in any scan, while also enabling new research applications. -> Optimum contrast to noise ratio: With detectors, the signal from low and high energy x-rays are averaged together. This down-weights the contribution of low energy X-rays considerably. With photon-counting, the energy of each x-ray is measured, allowing the full X-ray spectrum to be used on an equal level providing optimum image contrast and improved iodine contrast-to-noise ratio. -> UHR without dose penalty: Smaller detector pixels without the need for septa or comb filters allow for ultra high-resolution imaging without dose penalty.
1	CT_SYS_SEC	**System Security**

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

SIEMENS REPRESENTATIVE
Gregory Thudium - +1 (314) 604-8452
gregory.thudium@siemens-healthineers.com

Qty	Part No.	Item Description
		-> Access Protection: Scan Protocols are password protected allowing only authorized staff members to access and permanently change protocols -> syngo System Security: Offers optional IT security features, enhancing individual needs such as Encrypted DICOM Communication including trusted nodes, enhanced Authentication to prohibit unauthorized access, and Authentication and Authorization to define user/role based functionalities and to log relevant data security information in audit trails.
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 $9,000**
1	CT_TRADE_IN_ALLOW	**Trade-in of a Siemens Sensation 64, project #2016-2945, deinstall/expires 1/31/2024, for ($22,750)**
1	CT_BD_ALPHA	**Essential Education Alpha**

System Total **$ 2,400,000**

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

SIEMENS REPRESENTATIVE
Gregory Thudium - +1 (314) 604-8452
gregory.thudium@siemens-healthineers.com

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

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

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

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

SIEMENS REPRESENTATIVE
Gregory Thudium - +1 (314) 604-8452
gregory.thudium@siemens-healthineers.com

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

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

SIEMENS REPRESENTATIVE
Gregory Thudium - +1 (314) 604-8452
gregory.thudium@siemens-healthineers.com

(30) days from the date of invoice. Seller shall have no obligation to complete installation until the payment due upon delivery is received. Partial shipments shall be billed as made, and payments for such shipments will be made in accordance with the foregoing payment terms.**4.2 Late Payment.** A service charge of 1½% per month, not to exceed the maximum rate allowed by law, shall be made on any portion of Purchaser"s outstanding balance which is not paid when due. Payment of such service charge shall not excuse or cure Purchaser's breach or default for late payment.**4.3 Payment of Lesser Amount.** If Purchaser pays, or Seller otherwise receives, a lesser amount than the full amount provided for under this Agreement, such payment shall not constitute or be construed other than as on account of the earliest amount due Seller. No endorsement or statement on any check or payment or elsewhere shall constitute or be construed as an accord or satisfaction. **4.4 Where Payment Due Upon Installation or Completion.** Should any terms of payment provide for either full or partial payment upon completion of installation or thereafter, and completion of installation is delayed for any reason for which Seller is not responsible beyond the installation date set forth in the Notice to Manufacture Letter issued by Seller, as applicable, then the balance of payments shall be due on the day following such installation date.**4.5 Default; Termination.** Each of the following shall constitute an event of default under this Agreement: (i) a failure by Purchaser to make any payment when due; (ii) a failure by Purchaser to perform any other obligation under this Agreement within thirty (30) days of receipt of written notice from Seller; or (iii) the commencement of any insolvency, bankruptcy or similar proceedings by or against Purchaser. Upon the occurrence of any event of default, at Seller's election: (a) the entire amount of any indebtedness and obligation due Seller under this Agreement and interest thereon shall become immediately due and payable; (b) Seller may suspend the performance of any of Seller's obligations hereunder, including, but not limited to, obligations relating to delivery, installation and warranty services; (c) Purchaser shall put Seller in possession of the Products upon demand; (d) Seller may sell or otherwise dispose of all or any part of the Products and apply the proceeds thereof against any indebtedness or obligation of Purchaser under this Agreement; (e) if this Agreement or any indebtedness or obligation of Purchaser under this Agreement is referred to an attorney for collection or realization, Purchaser shall pay to Seller all costs of collection and realization (including, without limitation, a reasonable sum for attorneys' fees); and Purchaser shall pay any deficiency remaining after collection of or realization by Seller on the Products. In addition, Seller may terminate this Agreement upon written notice to Purchaser in the event that Purchaser is not approved for credit or upon the occurrence of any material adverse change in the financial condition or business operations of Purchaser.**4.6 Financing.** Notwithstanding any arrangement that Purchaser may make for the financing of the purchase price of the Products, the parties agree that any such financing arrangement shall have no effect on the Purchaser's payment obligations under this Agreement, including but not limited to Sections 4.1 and 4.2 above.

5. EXPORT TERMS

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

6. DELIVERY, RISK OF LOSS

6.1 Delivery Date. Delivery and installation dates will be established by mutual agreement of the parties as set forth in the Notice to Manufacture Letter issued by the Seller, as applicable. Seller shall make reasonable efforts to meet such delivery date(s).**6.2 Risk of Loss;**

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

SIEMENS REPRESENTATIVE
Gregory Thudium - +1 (314) 604-8452
gregory.thudium@siemens-healthineers.com

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

7. SECURITY INTEREST/FILING

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

8. CHANGES, CANCELLATION, AND RETURN

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

9. FORCE MAJEURE

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

10. WARRANTY

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

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

SIEMENS REPRESENTATIVE
Gregory Thudium - +1 (314) 604-8452
gregory.thudium@siemens-healthineers.com

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

11. LIMITATION OF LIABILITY

11.1 In no event shall Seller's liability hereunder exceed the actual loss or damage sustained by Purchaser, up to the purchase price of the Products. The foregoing limitation of liability shall not apply to claims for bodily injury or damages to real property or tangible personal property to the extent arising from Seller's negligence or a product defect.**11.2 SELLER SHALL NOT BE LIABLE FOR ANY LOSS OF USE, REVENUE OR ANTICIPATED PROFITS; COST OF SUBSTITUTE PRODUCTS OR SERVICES; LOSS OF STORED, TRANSMITTED OR RECORDED DATA; OR FOR ANY INDIRECT, INCIDENTAL, UNFORESEEN, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY**

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

SIEMENS REPRESENTATIVE
Gregory Thudium - +1 (314) 604-8452
gregory.thudium@siemens-healthineers.com

OTHER THEORY OR FORM OF ACTION, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY THEREOF, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SALE OR USE OF THE PRODUCTS. THE FOREGOING IS A SEPARATE, ESSENTIAL TERM OF THIS AGREEMENT AND SHALL BE EFFECTIVE UPON THE FAILURE OF ANY REMEDY, EXCLUSIVE OR NOT.

12. INSTALLATION - ADDITIONAL CHARGES

12.1 General. Unless otherwise expressly stipulated in writing, the Products shall be installed by and at the expense of Seller except that Seller shall not provide rigging or site preparation services unless otherwise agreed to in writing by Seller for an additional charge. Seller will not install accessory items such as cabinets, illuminators, darkroom equipment or processors for X-Ray and CT equipment, unless otherwise agreed to in writing by Seller.**12.2 Installation by Seller.** If Seller specifies it will install the Products, the following applies: subject to fulfillment of the obligations set forth in Section 12.3 below, Seller shall install the Products and connect them to the requisite safety switches and power lines to be installed by Purchaser. Except as otherwise specified below, if such installation and connection are performed by Seller‘s technical personnel, prices shown include the cost thereof, provided that the installation and connection can be performed within the Continental United States or Puerto Rico and during normal business hours. Any overtime charges or other special expenses shall be additional charges to the prices shown.**12.3 Purchaser"s Obligations.** Purchaser shall, at its expense, provide all proper and necessary labor and materials for plumbing service, carpentry work, conduit wiring, and other preparations required for such installation and connection. All such labor and materials shall be completed and available at the time of delivery of the Products by Seller. Additionally, Purchaser shall provide free access to the installation site and, if necessary, safe and secure space for storage of Products and equipment prior to installation by Seller. Purchaser shall be responsible, at its sole cost and expense, for obtaining all permits, licenses and approvals required by any federal, state or local authorities in connection with the installation and operation of the Products, including but not limited to any certificate of need and zoning variances. Purchaser shall provide a suitable environment for the Products and shall ensure that its premises are free of hazardous conditions and any concealed or dangerous conditions and that all site requirements are met. Seller shall delay its work until Purchaser has completed the removal of any hazardous materials or has taken any other precautions and completed any other work required by applicable regulations. Purchaser shall reimburse Seller for any increased costs and expenses incurred by Seller that are the result of or are caused by any such delay. In the event that Seller is requested to supervise the installation of the Products, it remains the Purchaser"s responsibility to comply with local regulations. Seller is not an architect and all drawings furnished by Seller are not construction drawings. If local labor conditions, including a requirement to use union labor, require the use of non-Seller employees to participate in the installation of the Product or otherwise causes delays or any additional expenses, then any such additional costs shall be at Purchaser’s expense. **12.4 Regulatory Reporting.** In the event that any regulatory activity is performed by anyone other than Seller’s authorized personnel, then Purchaser shall be responsible for fulfilling any and all reporting requirements.**12.5 Completion of Installation.** Installation shall be complete upon the conclusion of final calibration and checkout under Seller’s standard procedures to verify that the Products meet applicable written performance specifications. Notwithstanding the foregoing, first use of the Products by Purchaser, its agents or employees for any purpose after delivery shall constitute completion of installation.

13. PATENT, COPYRIGHT AND OTHER INFRINGEMENT CLAIMS

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

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

SIEMENS REPRESENTATIVE
Gregory Thudium - +1 (314) 604-8452
gregory.thudium@siemens-healthineers.com

reasonable depreciation for Purchaser's use of the Products. The foregoing states Seller's entire obligation and liability, and Purchaser's sole remedy, for claims of infringement.**13.2 Infringement by Purchaser.** If some or all of the Products sold hereunder are made by Seller pursuant to drawings or specifications furnished by Purchaser, or if Purchaser modifies or combines, operates or uses the Products other than as specified by Seller or with any product, data, software, apparatus or program not provided or approved by Seller, then the indemnity obligation of Seller under Section 13.1 shall be null and void.

14. DESIGNS AND TRADE SECRETS; LICENSE; CONFIDENTIALITY

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

15. ASSIGNMENT

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

16. COSTS AND FEES

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

17. MODIFICATION

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

18. GOVERNING LAW; WAIVER OF JURY TRIAL

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

19. COST REPORTING

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

20. INTEGRATION

20.1 These terms and conditions, including any attachments or other documents incorporated by reference herein, constitute the entire, complete and exclusive statement of agreement with respect to the subject matter hereof, and supersede any and all prior agreements, understandings and communications between the parties with respect to the Products. Purchaser's additional or different terms and conditions stated in a purchase order, bid documents or any other document issued by Purchaser are specifically rejected

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

SIEMENS REPRESENTATIVE
Gregory Thudium - +1 (314) 604-8452
gregory.thudium@siemens-healthineers.com

and shall not apply to the transactions contemplated under this Agreement.

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

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

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

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

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

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

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

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

SIEMENS REPRESENTATIVE
Gregory Thudium - +1 (314) 604-8452
gregory.thudium@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.

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

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

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

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

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

SIEMENS REPRESENTATIVE
Gregory Thudium - +1 (314) 604-8452
gregory.thudium@siemens-healthineers.com

capability for which the Licensee will be charged. In addition, some updates may require Applications Training performed by Licensor's personnel that will be offered at Licensor's prevailing rates. Licensor retains the sole right to determine whether an update requires such training.

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

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

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

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

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

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

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

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

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

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

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

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

- If a supplier of Licensor or affiliates of such a supplier make available Supplemental Components, and no other end-user software licensing agreement terms are provided, then the terms of this Schedule shall apply, except that the supplier or affiliate entity providing the Supplemental Component(s) shall be the licensor of the Supplemental Component(s).

Licensor, its supplier(s), and their respective affiliates reserve the right to discontinue any Internet-based services provided to Licensee or made available to Licensee through the use of the Software.

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

SIEMENS REPRESENTATIVE
Gregory Thudium - +1 (314) 604-8452
gregory.thudium@siemens-healthineers.com

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

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

Revised 03/15/05

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

SIEMENS REPRESENTATIVE
Gregory Thudium - +1 (314) 604-8452
gregory.thudium@siemens-healthineers.com

TRADE-IN EQUIPMENT REQUIREMENTS

TRADE-IN EQUIPMENT REQUIREMENTS

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

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

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

Purchaser further acknowledges and agrees that (i) the trade-in equipment will be free and clear of all liens and encumbrances including, but not limited to, unpaid leases and loans, and that upon request, it will execute a bill of sale or other documents reasonably satisfactory to Siemens to transfer title and ownership of the equipment to Seller, (ii) it is Purchaser's sole responsibility to delete all protected health information and any other confidential information from the equipment prior to de-installation, without damaging or cannibalizing the equipment or otherwise affecting the operation of the equipment in accordance with its specifications, (iii) 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.

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

SIEMENS REPRESENTATIVE
Gregory Thudium - +1 (314) 604-8452
gregory.thudium@siemens-healthineers.com

CT Warranty Information

Product (New systems and "ECO" Refurbished Systems Only) SOMATOM.go CT System (not including consumables)	**Period of Warranty** 12 months	**Coverage** Full Warranty (parts & labor) Principal Coverage Period 8am-5pm Monday through Friday [2]	SOMATOM.go requires Smart Remote Services (SRS) Connection prior to system installation or requires purchase of "No SRS" option. No SRS requires unlimited tube coverage for contract term if purchased.
The parts warranty below only applies to bought parts, not to replacement parts provided pursuant to a warranty. Repairs or replacements shall not interrupt, extend, or prolong the term of the warranty.			
Vectron	Prorated to a maximum of 160,000 scan-seconds or 12 months whichever occurs first	Prorated credit given to customer against replacement cost	credit percentage = (160,000 – scan-seconds used)/160,000*100
Straton	Prorated to a maximum of 160,000 scan-seconds or 12 months whichever occurs first	Prorated credit given to customer against replacement cost	credit percentage = (160,000 – scan-seconds used)/160,000*100
Dura 181, 202, 302, 352	Prorated to a maximum of 40,000 scan-seconds or 6 months whichever occurs first	Prorated credit given to customer against replacement cost	credit percentage = (40,000 – scan-seconds used) / 40,000*100
Dura Akron B tubes	Prorated to a maximum of 40,000 scan-seconds or 6 months whichever occurs first	Prorated credit given to customer against replacement cost	credit percentage = (40,000 – scan-seconds used) / 40,000*100
Dura Akron Q tubes	Prorated to a maximum of 30,000 scan-seconds or 6 months whichever occurs first	Prorated credit given to customer against replacement cost	credit percentage = (30,000 – scan-seconds used) / 30,000*100
Dura Akron 422 tubes	Prorated to a maximum of 100,000 scan-seconds or 12 months whichever occurs first	Prorated credit given to customer against replacement cost	credit percentage = (100,000 – scan-seconds used) / 100,000*100
Dura Akron 688 tubes	Prorated to a maximum of 100,000 scan-seconds or 12 months whichever occurs first	Prorated credit given to customer against replacement cost	credit percentage = (100,000 – scan-seconds used) / 100,000*100
Chronon tubes	Prorated to a maximum of 100,000 scan-seconds or 12 months whichever occurs first	Prorated credit given to customer against replacement cost	credit percentage = (100,000 – scan-seconds used) / 100,000*100
Athlon tubes	Prorated to a maximum of 100,000 scan-seconds or 12 months whichever occurs first	Prorated credit given to customer against replacement cost	credit percentage = (100,000 – scan-seconds used) / 100,000*100
Consumables	Refer to warranty of consumable item		
Post-Warranty (after expiration of system warranty) – Replacement of parts prorated only. Does not include labor.			
Items above	As described above, but parts only	As described above, but parts only	As described above, but parts only

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

SIEMENS REPRESENTATIVE
Gregory Thudium - +1 (314) 604-8452
gregory.thudium@siemens-healthineers.com

Spare Parts	6 months	Parts only	

[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. Optional extended Warranty commences 366 days after initial warranty period.

[2] Standard deliverables independent of subsequent service contract commitment

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

CONTRACT ADDENDUM
September 15, 2023

Sales Agreement Quotation 1-LJB023 for BJC HEALTH SYSTEM,
Siemens Sales Order Number 30209129, Purchase Order Number 1050146174, for a NAEOTOM Alpha system

---

This Addendum shall become part of the Sales Agreement 1-LJB023 (equipment) between Siemens Medical Solutions USA, Inc. ("Siemens") and BJC HEALTH SYSTEM (Customer). If there is any conflict between the terms of this Addendum and the terms of Agreement, the terms of this Addendum shall control. Capitalized terms used herein and not otherwise defined herein, unless the context otherwise requires, shall have the same meanings set forth in the Agreement.

This Addendum is valid for 60 days from date of issuance.

Customer proposes to make the following changes to quote:

Add part(s):
1x CT_MISC_EXPENSE : CT Miscellaneous Expense

The contract total will change from $2,400,000 to $2,420,000.

Please sign below and revise your Purchase Order to account for proposed changes and the new Sales Agreement contract total. This Contract Addendum is specific to the Sales Agreement referenced above. Other Sales Agreements may be referenced and included on your Purchase Order that are not impacted by this Contract Addendum.

Customer must, where applicable, fully and accurately report any change in the net price of this purchase in the applicable cost reporting mechanism or claim for payment filed with the U.S. Department of Health and Human Services (DHHS) or a state agency and must provide, upon request of the Secretary of the DHHS or state agency, the information contained in the Contract Addendum.

If your organization does not plan to issue a revised Purchase Order based on the financial changes outlined in this Contract Addendum, please initial here indicating your agreement to pay the adjusted final invoice based on the terms and conditions of the original agreement _____.

Siemens Medical Solutions USA, Inc.		**BJC HEALTH SYSTEM**	
By (sign):	_____	By (sign):	_____
Name:	Michael McKeogh	Name:	_____
Title:	Area Vice President	Title:	_____
Date:	September 15, 2023	Date:	_____