

From: [Hill, Richard W.](#)
To: [Lux, Mackinzey](#)
Subject: RE: CON #6084 HS
Date: Friday, March 8, 2024 2:59:22 PM
Attachments: [proposal.pdf](#)
[Rayus Lumina_CPO-963446_Vizient_pricing.pdf](#)
[SS43364M.pdf](#)
[20240305_StLukes MRI Infill Proposal.pdf](#)

Mackinzey:

Please see attached. As I understand, there is one MRI at the location as of right now. There will be 2 MRIs at the location if this project is approved.

Rich

RICHARD W. HILL
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Licensed in Missouri

L A S H L Y & B A E R , P . C .

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From: Lux, Mackinzey <Mackinzey.Lux@health.mo.gov>

Sent: Friday, March 1, 2024 12:57 PM

To: Hill, Richard W. <RHill@lashlybaer.com>

Subject: CON #6084 HS

After reviewing #6084 HS, I need some additional information.

- Please verify the number of units this location currently has.
- The Siemens quote states its valid until 9/30/2023. Provide a new quote or a statement from the provider that this is still valid.
- The Braden Shielding quote states its valid until 10/12/2023. Provide a new quote or a statement from the provider that this is still valid.
- The ArchImages quote states its valid until 10/11/2023. Provide a new quote or a statement from the provider that this is still valid.
- The Horner Shifrin quote states its valid until 2/21/2021. Provide a new quote or a statement from the provider that this is still valid.

This information is needed by Monday, March 11, 2024.

Mackinzey Lux

Assistant Program Coordinator, Certificate of Need
Department of Health and Senior Services
920 Wildwood Drive, P.O. Box 570
Jefferson City, MO 65102
OFFICE: 573-751-6403
FAX: 573-751-7894

EMAIL: mackinzey.lux@health.mo.gov

<http://health.mo.gov/information/boards/certificateofneed/index.php>

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March 5, 2024

Rayus Radiology
5775 Wayzata Blvd. Suite 190
St. Louis Park, Mn. 55416
Attn: Brian Harrison

**RE: Rayus/St. Luke's 3T MRI
St. Peters, Mo
Architect Project No. 23142**

Dear Brian,

Enclosed is our proposal for Architectural services for the for the addition of a new MRI within the existing shell space in the St. Peter's building. Work will be focused on this room and no other adjacent spaces require any work. The scope of work is outlined below.

SERVICES

1. Field Measurement and verification of existing conditions.
2. Architectural code review and documentation.
3. MEP/FP services to be supplied by Horner and Shifrin. Their proposal is attached.
4. Base plans of the building will be supplied to us .
5. Perform schematic design and design development on the sketch plan sent by CDI.
6. Perform construction document services. Drawings will be completed for permit, bid, and construction. Work with and incorporate the site specific equipment drawings from your vendor into the construction documents.
7. Work with your shielding vendor to reflect the work required for installation of the shield around the MRI room.
8. We assume that interior finishes will match the existing suite.
9. Submit drawings for permit review during the bidding process.
10. Assist with contractor bidding. Review submitted shop drawings and other submittals. We will answer all contractor request for information requests during bidding and construction.
11. Perform final punch list of the project.
12. Provide as built Architectural drawings at project completion.
13. Incorporate and coordinate Tenant supplied equipment within the drawing set.

14. Document all work required by your I.T. representative.
15. Attend bi weekly construction meetings.
16. We have included a structural fee. It is unclear if we will need to remove and pour a new slab. This work can be billed against on an hourly basis.
17. We do not have included any work associated with furniture or artwork selection.
18. We do not include project scheduling or estimating.

FEE STRUCTURE:

Archimages proposes to perform the Architectural & structural services outlined in this proposal under a lump sum fee format.

FEES:

Architectural Fee:	\$ 14,500.00
Structural Fee:	\$ 2,000.00
Reimbursable Budget	\$ 400.00

Reimbursable expenses will be an additional charge of cost plus 10% and include but are not limited to printing, mileage, transportation and accommodations, long distance phone calls, photographs, courier, plots and artist renderings. Invoices are sent monthly and due upon receipt.

While the fee may be incorporated into a future contract, should the project not proceed or should a more comprehensive contract not be achieved, this agreement will be valid for work performed until the delivery of written notice of termination by either party.

Charges will be due within thirty (30) days of the invoice date. Interest will be charged on unpaid balances at the rate of one and one-half percent (1-1/2%) per month compounded monthly.

OWNER:

Center for Diagnostic Imaging
 5775 Wayzata Blvd. Suite
 St. Louis Park, Mn. 55416

ARCHITECT:

Archimages, Inc.
 143 West Clinton Place
 St. Louis, MO 63122

By: _____

By: 
 Jim Huber
 Principal

Date: _____

Date: March 5, 2024 *3-5-24*

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

SIEMENS REPRESENTATIVE
 Jordan Lee NL
 jlee@deltamed.net

Customer Number: 000005147

Date: 09/30/2023

RAYUS RADIOLOGY
 5775 WAYZATA BLVD STE 400
 SAINT LOUIS PARK, MN 55416

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.

<u>Table of Contents</u>	<u>Page</u>
MAGNETOM Lumina - System (Quote Nr. CPQ-963446 Rev. 0).....	3
OPTIONS for MAGNETOM Lumina - System (Quote Nr. CPQ-963446 Rev. 0)	11
General Terms and Conditions	13
Software License Schedule	20
Trade-In Equipment Requirements.....	23
Warranty Information	24

Contract Total: \$ 1,997,316
(total does not include any Optional or Alternate components which may be selected)

Proposal valid until 06/30/2024

Estimated Delivery Date: 06/30/2024

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.

The pricing contained on the Quotation herein is contingent upon Customer identifying a trade-in to Siemens prior to the date of Notice to Manufacture which shall meet the following requirements: i) for non-Siemens supplied MR scanners utilize a minimum bore size of 60cm, be in working order and currently utilized in clinical operation or ii) for Siemens supplied MR scanners be a MAGNETOM series Avanto, Symphony, Espree, Skyra, Verio or Aera. Customer shall provide Siemens with the serial number and allow Siemens the opportunity to inspect and work with a broker to provide an estimate for the trade in value which shall include any deinstallation costs. The trade-in value shall be incorporated into the pricing contained in this Quotation via change order.

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.

Factory recommended applications training has been modified at Purchaser’s request. Purchaser takes responsibility for the system’s proper use and application. The Customer will be required to purchase any unordered training classes that have been options and/or removed at the purchaser’s request, should the need arise.

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,

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

SIEMENS REPRESENTATIVE
Jordan Lee NL
jlee@deltamed.net

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.

This Quotation is specific to Rayus Radiology, and contains information which is confidential and proprietary to Siemens, including but not limited to discounts and pricing. The Customer may not distribute or disclose this quotation or any portion hereof to, or discuss any of the information (including pricing) contained herein with, any other customer or consultant, buying group, or other third party.

Accepted and Agreed to by:

Siemens Medical Solutions USA Inc.

By (sign): _____
Name: Jordan Lee NL
Title: _____
Date: _____

RAYUS RADIOLOGY

By (sign): jeff jahn
Name: jeff jahn
Title: VP safety, research and engineering
Date: 9-29-2023

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): jj

Quote Nr: CPQ-963446 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-963446

Customer certifies, and Siemens relies upon such certification, that : (a) VIZIENT MRI XR0885 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.

MAGNETOM Lumina - System

All items listed below are included for this system:

Qty	Part No.	Item Description
1	14461710	<p>MAGNETOM Lumina - System MAGNETOM Lumina leverages the intelligent combination of Tim 4G and the Siemens unique BioMatrix technology to be ready to embrace the unique set of challenges that each and every patient brings to the MRI exam.</p> <p>System Design - Short and open appearance (186 cm total system length cover-to-cover and 70 cm Open Bore Design) to reduce patient anxiety and claustrophobia - Whole-body superconductive Zero Helium Boil-Off 3T magnet - Weight-optimized magnet technology based on high performance 7T magnet design - Actively Shielded water-cooled Siemens gradient system for maximum performance - Tim 4G (Total imaging matrix in the 4th generation) for excellent image quality and speed with Siemens unique DirectRX technology enabling all digital-in/digital-out design and Dual-Density Signal Transfer Technology</p> <p>Push-button exams with GO technologies Select&GO DotGO/ myExam Companion Recon&GO MR View&GO</p> <p>Tim Application Suite allowing excellent head-to-toe imaging for - Neuro - Angio - Cardiac - Body - Onco - Breast - Ortho - Pediatric - Scientific</p>

Qty	Part No.	Item Description
		Further included - High performance host computer and measurement and reconstruction system - Patient communication including headphones - syngo MR software including: - Turbo Suite Essential - 1D/2D PACE - BLADE - Phoenix - Inline Diffusion - MDDW (Multiple Direction Diffusion Weighting) - CISS - DESS - TGSE - Offline Composing
1	14460161	MR General Engine #Vi syngo.MR General Engine extends Numaris/X by adding dedicated workflows and tools for routine and advanced reading of MR examinations. A generic MR Basic workflow is provided, as well as specific MR Neurology, MR Prostate Reading, MR Breast Reading, and MR Cardio-Vascular workflows.
1	14475308	myExam Brain Assist myExam Brain Assist provides guided and flexible workflows. Optimized scan strategies are provided and can be selected based on the patient's condition, which allows for reproducible, high image quality and time efficient exams. The built-in flexibility allows users to change predefined strategies at any time during the brain workflow, and to personalize to the individual patient's condition and clinical need. myExam Brain Assist is customizable to the site-specific standards of care.
1	14475309	myExam Spine Assist myExam Spine Assist provides guided and flexible workflows for cervical, thoracic and lumbar spine. Optimized scan strategies are provided and can be selected based on the patient's condition, which allows for reproducible, high image quality and time efficient exams. The built-in flexibility allows users to change predefined strategies at any time during the spine workflow, and to personalize to the individual patient's condition and clinical need. myExam Spine Assist is customizable to the site-specific standards of care.
1	14475310	myExam Large Joint Assist myExam Large Joint Assist provides guided and flexible workflows for knee, hip and shoulder. Optimized scan strategies are provided and can be selected based on the patient's condition, which allows for reproducible, high image quality and time efficient exams. The built-in flexibility allows users to change predefined strategies at any time during the scan workflow, and to personalize to the individual patient's condition and clinical need. myExam Large Joint Assist is customizable to the site-specific standards of care.
1	14441748	Quiet Suite #T+D Quiet Suite enables complete, quiet examinations for neurology and orthopedics with at least 70% reduction in sound pressure levels.
1	14460162	Tim Whole Body Suite #Vi Tim Whole Body Suite puts it all together. This suite enables table movement for imaging of up to 205 cm (6' 9") FoV without compromise. In combination with Tim's newly designed ultra-high density array higher spatial and temporal resolution can be achieved along with unmatched flexibility of any coverage up to Whole Body. For faster exams and greater diagnostic confidence.
1	14460227	Tim Planning Suite #Vi With the Tim Planning Suite, multiple regions in the entire body can be examined in a minimum of time through measurement planning on a single FoV of any desired size.
1	14456329	syngo TimCT FastView #Vi

Qty	Part No.	Item Description
1	14460160	<p>TimCT FastView is the "one go" localizer for the whole body or large body regions such as the whole spine or the whole abdomen. It acquires the complete extended Field of View in one volume with isotropic resolution. Transverse, coronal and sagittal reformats of the volume are calculated Inline and displayed for planning subsequent exams.</p> <ul style="list-style-type: none"> - Inline reconstruction of the localizer images during the scan. - Localizing images in three planes over the maximum Field of View available for subsequent planning in all orientations. - TimCT FastView runs without laser light positioning to further streamline the workflow for several indications. <p>Advanced Diffusion #Vi QuietX DWI and RESOLVE together make up the Advanced Diffusion package.</p> <p>QuietX DWI enables quieter diffusion-weighted imaging of the brain with up to 70% reduction in sound pressure relative to conventional diffusion-weighted imaging. RESOLVE (Readout Segmentation Of Long Variable Echo-trains) is a multi-shot, readout segmented EPI sequence for high-resolution, low-distortion diffusion-weighted imaging (DWI). This technique is largely insensitive to susceptibility effects, providing anatomically accurate diffusion imaging for the brain, spine, breast and prostate. In combination with syngo.MR Tractography, RESOLVE enables excellent white-matter tract imaging even in regions of high susceptibility, such as the spine.</p>
1	14456327	<p>WARP & Advanced WARP #Vi WARP and Advanced WARP (SEMAC) integrates different techniques tailored to reduce susceptibility artifacts caused by orthopedic MR-conditional metal implants.</p>
1	14456323	<p>Inline Composing syngo #Se Automatic anatomical or angiographic composing of multiple adjacent coronal or sagittal images for presentation and further evaluation. Composed images can be automatically loaded into Graphical Slice Positioning for scan planning purposes.</p>
1	14475447	<p>syngo Expert-i XA50/XA51 This software application enables remote access to the system (connected via local area network) for planning and processing.</p>
1	14461711	<p>Tim [180x32] XK-Gradient #Lu Tim [180x32] XK-gradients performance level</p> <p>Tim 4G's RF system and innovative coil architecture enables high resolution imaging and increased throughput. The system provides a maximum number of 180 channels (coil elements) that can be connected simultaneously. Flexible parallel imaging is achieved by 32 independent receiver channels that can be used simultaneously in one single scan and in one single FOV, each generating an independent partial image.</p> <p>XK - gradients The XK 36/200 gradients are designed for high performance and linearity to support clinical whole body imaging at 3T. The XK gradients combine 36 mT/m peak amplitude with a slew rate of 200 T/m/s. The force compensated gradient system minimizes vibration levels and acoustic noise.</p> <p>High-performance measurement and reconstruction system</p>
1	14468981	<p>Coil Package Tim [180x32] #3T This package includes (if not exchanged with different variants via respective quote items):</p> <ul style="list-style-type: none"> - Head/Neck 16 DirectConnect - BioMatrix Spine 24 - BioMatrix Body 12 - Flex Large 4 - Flex Small 4

Qty	Part No.	Item Description
		- Flex Coil Interface
1	14468946	BioMatrix Technology #AI,Lu The new and unique BioMatrix technology addresses different aspects of patient bio-variability.
1	14470794	BioMatrix SliceAdjust #BM BioMatrix SliceAdjust helps to avoid station boundaries and apparent broken spine artifacts as well as to preserve the SNR for whole-body diffusion.
1	14461712	BioMatrix Table #Lu The new BioMatrix Table is designed for smooth patient preparation, high patient comfort and easy cleanability. The unique design of the BioMatrix table can support up to 250 kg (550 lbs) without restricting the vertical or horizontal movement.
1	14470796	BioMatrix Select & GO #AI,Lu Select&GO The Select&GO interface enables fast and easy single-touch patient positioning. Correct positioning saves unnecessary wasted time for repositioning and additional adjustments, therefore shortening the total room time. The ergonomically designed Select&GO touch panel is integrated into the front cover on the left-hand side of the patient tunnel for controlling table movement, guidance for patient setup and comfort features. The Select&GO panel is well illuminated for easy visual recognition. The BioMatrix Select&GO interface enables fast and easy single-touch patient positioning. The interface is integrated left-hand side of the patient into the front covers. Correct positioning saves unnecessary wasted time for repositioning and additional adjustments, therefore shortening the total room time.
1	14461715	2nd Select&GO #Lu The 2nd Select&GO interface enables fast and easy single-touch patient positioning from both sides of the patient table. The interfaces are integrated left and right into the front covers. Correct positioning saves unnecessary wasted time for repositioning and additional adjustments, therefore shortening the total room time.
1	14461716	Pure White Design #Lu MAGNETOM Lumina is available in an appealing design which perfectly integrate into different environments. The Pure White Design comprises a brilliant white front design ring with integrated unique Select&GO panels. The table cover is presented also in the same color and material selection.
1	14456270	PC Keyboard US English #Vi Standard PC keyboard with 105 keys.
1	14456238	Peripheral Pulse Unit #Vi Peripheral Pulse Unit for Pulse Triggering
1	14475335	SW syngo MR XA50A syngo MR XA50A is the new software platform, bringing the latest features and functionality for daily clinical excellence. syngo MR XA50A guides and enables the user throughout the entire workflow: from patient registration; patient set up with guided workflows on the Select&GO; protocol management and selection; image acquisition and viewing; data handling; and post processing and reporting. This software together with the hardware enables diagnostic excellence for your daily clinical needs. The syngo MR XA50A platform offers myExam Companion which introduces a new MRI operation philosophy by providing built-in expertise and automation for users and clinical questions. myExam Companion provides different workflow modes for tailored assistance: myExam Assist and myExam Cockpit. No matter the user or patient, myExam Companion helps generate consistent, comprehensive results.
1	14461619	Turbo Suite Essential #BM

Qty	Part No.	Item Description
1	14475529	<p>Turbo Suite Essential comprises established acceleration techniques to maximize productivity for all contrasts, orientations and all routine imaging applications from head-to-toe.</p> <p>Deep Resolve Swift Brain as Add-on Deep Resolve Swift Brain offers a set of highly accelerated clinical protocols for T1, T2, T2*, FLAIR and DWI contrasts for routine brain examinations. The acquisition uses, among others, a novel multi-shot EPI sequence including an image reconstruction in which Deep Learning-based algorithms are applied. The total acquisition time of all contrasts allows a drastically reduced table time for routine brain examinations including AutoAlign and the typical contrasts.</p>
1	14470739	<p>Turbo Suite Excelerate Turbo Suite Excelerate comprises access to cutting edge acceleration techniques such as Simultaneous Multi-Slice, and Compressed Sensing for static 2D and static 3D imaging applications in Neuro, MSK and Body MRI</p>
1	14482972	<p>Deep Resolve Pro Package The Deep Resolve Pro Package combines the three applications Deep Resolve Gain, Deep Resolve Sharp and Deep Resolve Boost which use intelligent reconstruction algorithms and Deep Learning networks to reconstruct accelerated images with higher signal to noise ratio and better image sharpness.</p>
1	14483015	<p>High-End Computing This upgrade brings a high-end image reconstruction computer to the Tim configuration for highly intensive computational calculations.</p>
1	14461543	<p>Tx/Rx Knee 18 New 18-channel transmit/receive coil optimized for knee imaging. The spacious design with a flared opening towards the thigh allows scanning even of large and swollen knees with exceptional image quality and signal to noise ratio. Main features : - 18-element design (3x6 coil elements) with 18 integrated preamplifiers - iPAT-compatible - SlideConnect Technology</p>
1	14402527	<p>SWI #Tim Susceptibility Weighted Imaging is a high-resolution 3D imaging technique for the brain with ultra-high sensitivity for microscopic magnetic field inhomogeneities caused by deoxygenated blood, products of blood decomposition and microscopic iron deposits. Among other things, the method allows for the highly sensitive proof of cerebral hemorrhages and the high-resolution display of venous cerebral blood vessels.</p>
1	14475452	<p>myExam LiverLab Assist myExam LiverLab Assist is a system guided workflow to examine the hepatic fat and iron status.</p>
1	14409198	<p>Native syngo #Tim Integrated software package with sequences and protocols for non-contrast-enhanced 3D MRA with high spatial resolution. syngo NATIVE particularly enables imaging of abdominal and peripheral vessels and is an alternative to MR angiography techniques with contrast medium, especially for patients with severe renal insufficiency.</p>
1	14405328	<p>TWIST syngo #Tim This package contains a Siemens unique sequence and protocols for time-resolved (4D) MR angiographic and dynamic imaging in general with high spatial and temporal resolution. syngo TWIST supports comprehensive dynamic MR angio exams in all body regions. It offers temporal information of vessel filling in addition to conventional static MR angiography, which can be beneficial in detecting or evaluating malformations such as shunts. In case of general dynamic imaging, for example an increase in spatial resolution by a factor of up to 2 at 60 seconds temporal resolution (compared to conventional dynamic imaging) is possible due to intelligent k-space sampling strategies. Alternatively, increased temporal resolution</p>

Qty	Part No.	Item Description
		at constant spatial resolution is possible.
1	08464740	Flow Quantification #Tim Special sequences for quantitative assessment of flow i
1	14456221	Shoulder Shape 16 #Vi The Shoulder Shape 16 combines the known benefits of Tim 4G coil technology with new highly flexible materials, resulting in unmatched image quality, high patient comfort and easy handling. The Shoulder Shape 16 for examinations of the left or right shoulder consists of an iPAT-compatible 16-channel shoulder coil in a flexible shoulder cup that can be shaped around small and large shoulders. An L-shaped cushion for easy positioning of the patient is included. The 16-element coil with 16 integrated pre-amplifiers ensures maximum signal-to-noise ratio. Shoulder Shape 16 will be connected via a SlideConnect plug for fast and easy coil set-up and patient preparation.
1	14418513	Hand/Wrist 16 #Sk The new Tim 4G coil technology with Dual Density Signal Transfer and SlideConnect Technology combines key imaging benefits: excellent image quality, high patient comfort, and unmatched flexibility. Hand/Wrist 16 for examinations of the left or right hand and wrist region consists of a base plate and an iPAT compatible 16-channel coil and allows high-resolution imaging of the wrist and the hand within one examination. Hand/Wrist 16 will be connected via a SlideConnect plug for fast and easy patient preparation.
1	14418514	Foot/Ankle 16 #Sk The new Tim 4G coil technology with Dual Density Signal Transfer and DirectConnect Technology combines key imaging benefits: excellent image quality, high patient comfort, and unmatched flexibility. Foot/Ankle 16 for examinations of the left or right foot and ankle region consists of a base plate and an iPAT compatible 16-channel coil and allows high-resolution imaging of the foot and ankle within one examination. Foot/Ankle 16 is a cable-less coil and will be connected via DirectConnect for fast and easy patient preparation.
1	14460428	ACR Phantom Holder
1	14456241	Separator 60kW/75kW #Vi The SEP (Separation cabinet) has to be used if a central hospital chilled water supply is available or if a chiller of any brand/type is already available. The SEP is the interface between the on-site water chiller (of any brand or type) or the interface to the central hospital cooling water supply. For the above-mentioned cases the SEP is mandatory! In these cases, the primary water specifications must fulfill the requirements: XJ: 45kW; water temperature: 6 - 14°C XQ: 60kW; water temperature: 6 - 14°C XT: 75kW; water temperature: 6 - 12°C For all gradient systems: Flow: 100+-10l/min; pH value 6-8; max working pressure 6 bar. Dimensions: 1950mm x 650mm x 650mm (height x width x depth) Weight: approx. 350kg
1	14456228	System Start Timer #Vi Timer clock that can be installed together with the MAGNETOM MR system to start the system automatically at user-definable times, eliminating waiting times during system boot up.
1	MR_STD_RIG_I NST	MR Standard Rigging and Installation MR Standard Rigging and Installation

Qty	Part No.	Item Description
		<p>This quotation includes standard rigging and installation of your new MAGNETOM system</p> <p>Standard rigging into a room on ground floor level of the building during standard working hours (Mon. – Fri./ 8 a.m. to 5 p.m.) It remains the responsibility of the Customer to prepare the room in accordance with the SIEMENS planning documents Any rigging requiring a crane over 80 tons and/or special site requirements (e.g. removal of existing systems, etc.) is an incremental cost and the responsibility of the Customer. All other "out of scope" charges (not covered by the standard rigging and installation) will be identified during the site assessment and remain the responsibility of the Customer.</p>
1	MR_BTL_INSTALL	MR Standard Rigging & Install
1	MR_PREINST_FIXED	T+D Preinstall kit for fixed table
1	MR_CRYO	Standard Cryogens
1	MR_PM	<p>MR Project Management</p> <p>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.</p>
1	HASKRISFG23041	<p>Haskris OPC24 Chiller- 63kW</p> <p>The Haskris outdoor, air-cooled, water/glycol chiller has been specially designed for medical applications to provide stable, fully dedicated cooling to a single MR system.</p> <p>The Haskris chiller must be used in combination with a Siemens SEP cabinet.</p> <p>The Haskris chiller is suitable for use in all siting conditions: normal, coastal, low-ambient, and/or OSHPD-compliant locations.</p> <p>Specifications Cooling Capacity: 63kW Fluid Supply Temp: 43°F (6°C) to 59°F (15°C) Pump Capacity: 32 GPM (120 LPM) Condenser: Air-cooled (heat dissipated into ambient air) Outdoor ambient air temperature: -40°F (-40°C) to 122°F (50°C) Electrical: 460V-3Ø-60Hz Dimensions: 77"W x 40"D x 74"H (196cm x 102cm x 188cm)</p> <p>Siemens' Pricing Also Includes: Delivery Chiller Start-Up (Post Installation) 1x Preventative Maintenance Service Visit Remote Monitoring Panel with 1-Year Cellular Connectivity and Cloud Service</p> <p>Installation: Customer is responsible for the rigging and installation of the chiller. Customer is responsible for providing a 35% solution of propylene glycol with water; 25 gal (95 L) for the chiller plus 1 gal (3.8 L) per 10 ft (3m) external pipe run assuming 1 ½" pipe diameter.</p> <p>Warranty:</p>

Qty	Part No.	Item Description
		12 months from date of Start-Up
1	HASKRIS_STAR TUP	Haskris Chiller Start-Up Chiller start-up by Haskris vendor after installation of chiller and completion of paperwork.
1	MR_GOBRAIN	GOBrain GOBrain delivers reliable quality at exceptional speed. It enables clinically validated, push-button brain exams, with multiple orientations and all relevant contrasts. This fast exam is more tolerable for patients, and helps reduce motion-related artifacts and the need for rescans and sedation. As a result, GOBrain potentially doubles throughput and reduces costs per scan. Supported by our Tim 4G technology and DotGO, it delivers consistently high quality and maximizes the productivity of your MRI scanner - while improving patient care.
1	MRIMAB_100	MRI Armboard w/ Pad
1	MR_BUDG_AD DL_RIG	Budgetary Add'l/Out of Scope Rigging: \$15,000
1	MR_EP2_28	Essential Training PH 2 (Onsite-28) MR Up to (28) hours of on-site clinical education training, scheduled consecutively (Monday – Friday) during standard business hours for a maximum of (4) imaging professionals. Training will cover agenda items on the ASRT approved checklist if applicable. This educational offering must be completed (12) months from install end date. If training is not completed within the applicable time period, Siemens obligation to provide the training will expire without refund
1	MR_GREEN_PKG	MR Green Package MRI Green Package Enhances environmental sustainability of equipment by reducing emissions. Eco Power Mode reduces power consumption by up to 12% with Eco Power Mode alone. Eco Gradient Mode reduces scope 2 emissions by up to 7%. System Start-Up Timer reduce scope 2 emissions in non-productive times. Zero Helium Boil-Off technology - No helium refill for a lifetime and up to 37 % reduction in helium inventory compared to the previous scanner generation. Environmental Product Declaration provides environmental relevant information of product and packaging material, operating, cleaning and disposal data as well as life cycle impact information. Results were achieved by Siemens Healthineers using both standard and optional features. There can be no 'typical' hospital setting (case mix, system type, etc.) and so results by users may vary with no guarantee that the same results can be achieved.

System Total \$ 1,997,316

OPTIONS on Quote Nr : CPQ-963446 Rev. 0

OPTIONS for MAGNETOM Lumina - System

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

Qty	Part No.	Item Description	Extended Price	Initial to Accept
1	14441849	Diffusion Tensor Imaging #T+D Diffusion Tensor Imaging provides a Single Shot EPI sequence for measuring diffusion-weighted data sets with up to 256 directions of diffusion weighting. Based on these data sets, the diffusion tensor itself and parametric maps derived from it (e.g. fractional anisotropy) are calculated automatically and in real-time. The package supports both clinical applications regarding diseases of the white matter (e.g. multiple sclerosis, brain maturation disorders, or displacement of nerve fiber tracts through masses) and advanced research applications. Diffusion spectrum imaging (DSI), an extension of diffusion tensor imaging, is included in this package. DSI expands on the DTI acquisition capabilities by providing the ability to resolve white matter fiber crossings.	+ \$ 16,640	_____
1	14456250	syngo.MR Tractography #1 syngo.MR Tractography enables the representation of diffusion paths of the human brain based on diffusion tensor imaging. syngo.MR Tractography supports surgery planning and is suitable for neurophysiological research in relation to cortical networking and pathologies of the white matter.	+ \$ 21,965	_____

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

SIEMENS REPRESENTATIVE
Jordan Lee NL
jlee@deltamed.net

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

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

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

Siemens Medical Solutions USA, Inc. General Terms and Conditions

1. GENERAL

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

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

1.3 Third Party Products. If this Agreement includes the sale of third party products not manufactured by Seller, then Purchaser agrees and acknowledges that (a) Purchaser has made the selection of these products on its own, (b) the products are being acquired by Seller solely at the request of and for the benefit and convenience of Purchaser, (c) no representation, warranty or guarantee has been made by Seller with respect to the products, (d) the obligation of Purchaser to pay Seller for the products is absolute and unconditional, (e) use of the products may be subject to Purchaser's agreement to comply with any software licensing terms imposed by the manufacturer; and (f) unless otherwise indicated by Seller in writing, Seller is

not responsible for any required installation, validation, product recall, warranty service, maintenance, complaint handling, or any other applicable FDA regulatory requirements, and the Purchaser will look solely to the manufacturer regarding these services and will assert no claim against Seller with respect to these products.

2. PRICES

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

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

3. TAXES

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

4. TERMS OF PAYMENT; DEFAULT

4.1 Payments; Due Date. Unless otherwise set forth in the quotation, Purchaser shall pay Seller as follows: an initial deposit of 10% of the purchase price for each Product is due upon submission of the purchase order, an additional 80% of the purchase price is due upon delivery of each Product, and the final 10% of the purchase price is due upon completion of installation or when the Products are available for first patient use, whichever occurs first. Unless otherwise agreed, all payments other than the initial deposit are due net thirty

(30) days from the date of invoice. Seller shall have no obligation to complete installation until the payment due upon delivery is received. Partial shipments shall be billed as made, and payments for such shipments will be made in accordance with the foregoing payment terms.**4.2 Late Payment.** A service charge of 1½% per month, not to exceed the maximum rate allowed by law, shall be made on any portion of Purchaser's outstanding balance which is not paid when due. Payment of such service charge shall not excuse or cure Purchaser's breach or default for late payment.**4.3 Payment of Lesser Amount.** If Purchaser pays, or Seller otherwise receives, a lesser amount than the full amount provided for under this Agreement, such payment shall not constitute or be construed other than as on account of the earliest amount due Seller. No endorsement or statement on any check or payment or elsewhere shall constitute or be construed as an accord or satisfaction. **4.4 Where Payment Due Upon Installation or Completion.** Should any terms of payment provide for either full or partial payment upon completion of installation or thereafter, and completion of installation is delayed for any reason for which Seller is not responsible beyond the installation date set forth in the Notice to Manufacture Letter issued by Seller, as applicable, then the balance of payments shall be due on the day following such installation date.**4.5 Default; Termination.** Each of the following shall constitute an event of default under this Agreement: (i) a failure by Purchaser to make any payment when due; (ii) a failure by Purchaser to perform any other obligation under this Agreement within thirty (30) days of receipt of written notice from Seller; or (iii) the commencement of any insolvency, bankruptcy or similar proceedings by or against Purchaser. Upon the occurrence of any event of default, at Seller's election: (a) the entire amount of any indebtedness and obligation due Seller under this Agreement and interest thereon shall become immediately due and payable; (b) Seller may suspend the performance of any of Seller's obligations hereunder, including, but not limited to, obligations relating to delivery, installation and warranty services; (c) Purchaser shall put Seller in possession of the Products upon demand; (d) Seller may sell or otherwise dispose of all or any part of the Products and apply the proceeds thereof against any indebtedness or obligation of Purchaser under this Agreement; (e) if this Agreement or any indebtedness or obligation of Purchaser under this Agreement is referred to an attorney for collection or realization, Purchaser shall

pay to Seller all costs of collection and realization (including, without limitation, a reasonable sum for attorneys' fees); and Purchaser shall pay any deficiency remaining after collection of or realization by Seller on the Products. In addition, Seller may terminate this Agreement upon written notice to Purchaser in the event that Purchaser is not approved for credit or upon the occurrence of any material adverse change in the financial condition or business operations of Purchaser.**4.6 Financing.** Notwithstanding any arrangement that Purchaser may make for the financing of the purchase price of the Products, the parties agree that any such financing arrangement shall have no effect on the Purchaser's payment obligations under this Agreement, including but not limited to Sections 4.1 and 4.2 above.

5. EXPORT TERMS

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

6. DELIVERY, RISK OF LOSS

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

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

7. SECURITY INTEREST/FILING

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

8. CHANGES, CANCELLATION, AND RETURN

8.1 Orders accepted by Seller are not subject to change except upon Seller's written agreement. **8.2** Orders accepted by Seller are non-cancellable by Purchaser except upon Seller's written consent and payment by Purchaser of a cancellation charge equal to 10% of the price of the affected Products, plus any shipping, insurance, inspection and refurbishment charges; the cost of providing any training, education, site evaluation or other services completed by Seller; and any return, cancellation or restocking fees with

respect to any Third Party Products ordered by Seller on behalf of Purchaser. Seller may retain any payments received from Purchaser up to the amount of the cancellation charge. In no event can an order be cancelled by Purchaser or Products be returned to Seller after shipment. **8.3** Seller reserves the right to change the manufacture and/or design of its Products if, in the judgment of Seller, such change does not alter the general function of the Products.

9. FORCE MAJEURE

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

10. WARRANTY

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

unless the Purchaser obtains the Seller's prior written consent with respect to any sale or other transfer of the Products during the term of the warranty. **10.2** No warranty extended by Seller shall apply to any Products which have been damaged by fire, accident, misuse, abuse, negligence, improper application or alteration or by a force majeure occurrence as described in Section 9 hereof or by the Purchaser's failure to operate the Products in accordance with the manufacturer's instructions or to maintain the recommended operating environment and line conditions; which are defective due to unauthorized attempts to repair, relocate, maintain, service, add to or modify the Products by the Purchaser or any third party or due to the attachment and/or use of non-Seller supplied parts, equipment or software without Seller's prior written approval; which failed due to causes from within non-Seller supplied equipment, parts or software including, but not limited to, problems with the Purchaser's network; or which have been damaged from the use of operating supplies or consumable parts not approved by Seller. In addition, there is no warranty coverage for any transducer or probe failure due to events such as cracking from high impact drops, cable rupture from rolling equipment over the cable, delamination from cleaning with inappropriate solutions, or TEE bite marks. Seller may effectuate any repairs at Purchaser's facility, and Purchaser shall furnish Seller safe and sufficient access for such repair. Repair or replacement may be with parts or products that are new, used or refurbished. Repairs or replacements shall not interrupt, extend or prolong the term of the warranty. Purchaser shall, upon Seller's request, return the non-complying Product or part to Seller with all transportation charges prepaid, but shall not return any Product or part to Seller without Seller's prior written authorization. Purchaser shall pay Seller its normal charges for service and parts for any inspection, repair or replacement that falls outside of Seller's warranty. Seller's warranty does not apply to consumable materials, disposables, supplies, accessories and collateral equipment, except as specifically stated in writing or as otherwise set forth in the Product Warranty. **10.3** This warranty is made on condition that immediate written notice of any noncompliance be given to Seller and Seller's inspection reveals that Purchaser's claim is covered under the terms of the warranty (i.e., that the noncompliance is due to traceable defects in original materials and/or workmanship). **10.4** Purchaser shall provide Seller with

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

11. LIMITATION OF LIABILITY

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

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

12. INSTALLATION - ADDITIONAL CHARGES

12.1 General. Unless otherwise expressly stipulated in writing, the Products shall be installed by and at the expense of Seller except that Seller shall not provide rigging or site preparation services unless otherwise agreed to in writing by Seller for an additional charge. Seller will not install accessory items such as cabinets, illuminators, darkroom equipment or processors for X-Ray and CT equipment, unless otherwise agreed to in writing by Seller. **12.2 Installation by Seller.** If Seller specifies it will install the Products, the following applies: subject to fulfillment of the obligations set forth in Section 12.3 below, Seller shall install the Products and connect them to the requisite safety switches and power lines to be installed by Purchaser. Except as otherwise specified below, if such installation and connection are performed by Seller's technical personnel, prices shown include the cost thereof, provided that the installation and connection can be performed within the Continental United States or Puerto Rico and during normal business hours. Any overtime charges or other special expenses shall be additional charges to the prices shown. **12.3 Purchaser's Obligations.** Purchaser shall, at its expense, provide all proper and necessary labor and materials for plumbing service, carpentry work, conduit wiring, and other preparations required for such installation and connection. All such labor and materials shall be completed and available at the time of delivery of the Products by Seller. Additionally, Purchaser shall provide free access to the installation site and, if necessary, safe and secure space for storage of Products and equipment prior to installation by Seller. Purchaser shall be responsible, at its sole cost and expense, for obtaining all permits, licenses and approvals required by any federal, state or local authorities in connection with the installation and operation of the Products, including but not limited to any certificate of need and zoning variances. Purchaser shall provide a suitable environment for the Products

and shall ensure that its premises are free of hazardous conditions and any concealed or dangerous conditions and that all site requirements are met. Seller shall delay its work until Purchaser has completed the removal of any hazardous materials or has taken any other precautions and completed any other work required by applicable regulations. Purchaser shall reimburse Seller for any increased costs and expenses incurred by Seller that are the result of or are caused by any such delay. In the event that Seller is requested to supervise the installation of the Products, it remains the Purchaser's responsibility to comply with local regulations. Seller is not an architect and all drawings furnished by Seller are not construction drawings. If local labor conditions, including a requirement to use union labor, require the use of non-Seller employees to participate in the installation of the Product or otherwise causes delays or any additional expenses, then any such additional costs shall be at Purchaser's expense. **12.4 Regulatory Reporting.** In the event that any regulatory activity is performed by anyone other than Seller's authorized personnel, then Purchaser shall be responsible for fulfilling any and all reporting requirements. **12.5 Completion of Installation.** Installation shall be complete upon the conclusion of final calibration and checkout under Seller's standard procedures to verify that the Products meet applicable written performance specifications. Notwithstanding the foregoing, first use of the Products by Purchaser, its agents or employees for any purpose after delivery shall constitute completion of installation.

13. PATENT, COPYRIGHT AND OTHER INFRINGEMENT CLAIMS

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

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

14. DESIGNS AND TRADE SECRETS; LICENSE; CONFIDENTIALITY

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

15. ASSIGNMENT

15.1 Neither party may assign any rights or obligations under this Agreement without the prior written consent of the other, which shall not be unreasonably withheld. Any attempt to do so shall be void, except that Seller may assign this Agreement without consent to any subsidiary or affiliated company, and may delegate to authorized subcontractors or service suppliers any work to be performed under this Agreement so long as

Seller remains liable for the performance of its obligations under this Agreement. This Agreement shall inure to and be binding upon the parties and their respective successors, permitted assigns and legal representatives.

16. COSTS AND FEES

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

17. MODIFICATION

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

18. GOVERNING LAW; WAIVER OF JURY TRIAL

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

19. COST REPORTING

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

20. INTEGRATION

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

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document issued by Purchaser are specifically rejected and shall not apply to the transactions contemplated under this Agreement.

21. SEVERABILITY; HEADINGS

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

22. WAIVER

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

23. NOTICES

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

24. RIGHTS CUMULATIVE

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

25. END USER CERTIFICATION

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

26. ACCESS TO BOOKS AND RECORDS

26.1 To the extent required by Section 1861(v)(1)(I) of the Social Security Act and the regulations promulgated thereunder, until the expiration of four (4) years after the furnishing of any Product or service pursuant to this Agreement, Seller shall make available, upon written request by the Secretary of Health and Human Services (the "Secretary"), or upon request by the Comptroller General (the "Comptroller"), or any of their duly authorized representatives, copies of this Agreement and any books, documents, records or other data of Seller that are necessary to certify the nature and extent of any costs incurred by Purchaser for such Products and services. If Seller carries out any

of its duties under this Agreement through a subcontract with a related organization involving a value or cost of ten thousand dollars (\$10,000) or more over a twelve (12) month period, Seller will cause such subcontract to contain a clause to the effect that, until the expiration of four (4) years after the furnishing of any Product or service pursuant to said contract, the related organization will make available upon the written request of the Secretary or the Comptroller, or any of their duly authorized representatives, copies of records of said related organization that are necessary to certify the nature and extent of cost incurred by Purchaser for such Product or service.

27. DISPOSITION OF PRODUCTS

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

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

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

"Agreement" shall mean the attached (i) Quotation for Products and/or Services including the Terms and Conditions of Sale and applicable schedules; and/or (ii) Software License Agreement describing the software licensed herein and the specific system for which the license is issued.

"Licensor" shall mean Siemens Medical Solutions USA, Inc.

"Licensee" shall mean the end-user to whom Licensor provides Software or Documentation for its internal use under the Agreement.

"Software" shall mean the software described in the attached Agreement, including the following as contained therein: (i) software programs consisting of a series of statements or instructions to be used directly or indirectly in a programmable controller or computer to bring about a certain result and (ii) databases consisting of systemized collections of data to be used or referenced directly or indirectly by a programmed controller or computer. Notwithstanding the foregoing, "Software" does not include "firmware" as such term is conventionally understood. Diagnostic/Maintenance Software also is not included within the scope of the Software licensed under this Schedule, and is available only as a special option under a separate Diagnostic Materials License Agreement and may be subject to a separate licensing fee.

"Documentation" shall mean the documents and other supporting materials which are intended to support the use of an associated product, including (but not limited to) instructions, descriptions, flow charts, logic diagrams and listings of the Software, in text or graphic form, on machine readable or printed media.

"Designated Unit" shall mean a single control unit or computer identified on the first page of the Agreement, on which Software licensed hereunder may be used by Licensee.

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Jordan Lee NL
jlee@deltamed.net

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Revised 03/15/05

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

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

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

Purchaser further acknowledges and agrees that (i) the trade-in equipment will be free and clear of all liens and encumbrances including, but not limited to, unpaid leases and loans, and that upon request, it will execute a bill of sale or other documents reasonably satisfactory to Siemens to transfer title and ownership of the

equipment to Seller, (ii) it is Purchaser's sole responsibility to delete all protected health information and any other confidential information from the equipment prior to de-installation, without damaging or cannibalizing the equipment or otherwise affecting the operation of the equipment in accordance with its specifications, (iii) the equipment, including all updates, upgrades, modifications, enhancements, revisions, software, S/W disks and manuals, shall be returned to Siemens in good operating condition, reasonable wear and tear excepted, and (iv) to the extent not prohibited by applicable law, Purchaser shall indemnify and hold Seller harmless from and against any and all claims, demands, causes of action, damages, liability, costs and expenses (including reasonable attorney's fees) resulting or arising from Purchaser's failure to comply with item (i) above.

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

MR Warranty Information

Product	Period of Warranty ¹	Coverage	Note
New Systems and "ECO" Refurbished Systems Only (Not including consumables)	12 months	Full Warranty (parts & labor) ¹ Principal Coverage Period 8am-5pm Monday through Friday ²	1. MAGNETOM Semptra/Free.MAX/Free.STAR requires Smart Remote Services (SRS) Connection prior to system installation or requires purchase of "No SRS" option.
FIT Upgrades – MAGNETOM_Avanto/Skyra_Fit_BioMatrix, MAGNETOM_Sola/Vida_Fit (Not including consumables)			1. Fit Upgrade warranty excludes Magnet, Magnet Refrigeration System (CryoCare), Liquid Helium Refills and Gradient Coil (if the Gradient Coil is not replaced with the Fit upgrade). These coverages can be purchased separately.

Post-Warranty (after expiration of system warranty) – Replacement of parts prorated only. Does not include labor.			
Magnet	12 months	Parts only	
Spare Parts	6 months	Parts only	
Consumables	Refer to warranty of consumable item		

DNA Warranty Information for On-premise perpetual Applications only

Product	Period of Warranty	Coverage	
syngo plaza, syngo workflow, syngo Dynamics, syngo Carbon	6 months Software	Remote Phone Support, Remote Software Upgrades & Updates, Remote Education	Requires Smart Remote Services (SRS) Connection prior to system installation
Upgrades related to syngo Dynamics, syngo Carbon, Medicalis Workflow Orchestrator, Medicalis Clinical Decision Support, Medicalis Referral Management	No Additional Warranty Included for upgrades	Remote Phone Support, Remote Software Upgrades & Updates, Remote Education	Upgrades via the ESA are a contract component and do not have a separate warranty.

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Jordan Lee NL
jlee@deltamed.net

Hardware	OEM Warranty for Hardware	Parts & Labor (Not Applicable)	
Spare Parts & Consumables	Not Applicable	Not Applicable	
Post-Warranty (after expiration of system warranty) – Replacement of parts prorated only. Does not include labor.			
Spare Parts & Consumables	Not Applicable	Not Applicable	

DNA Warranty Information for On-premise term licenses/Subscriptions & Cloud based Applications

Product	Period of Warranty	Coverage	
syngo Virtual Cockpit, teamplay, AI-Rad Companion	No warranty	Remote Phone Support, Remote Software Upgrades & Updates, Remote Education	
Incremental purchases on Applications, Upgrades related to syngo Virtual Cockpit, teamplay, AI-Rad Companion	No Warranty	Remote Phone Support, Remote Software Upgrades & Updates, Remote Education	Upgrades and incremental purchases on Applications do not have a separate warranty
Hardware	OEM Warranty for Hardware	Parts & Labor (Not Applicable)	
Spare Parts & Consumables	Not Applicable	Not Applicable	



Date: 3/5/24

To: RAYUS Radiology
Brian Harrison
Phone: (612) 760-9587
E-Mail: Brian.Harrison@rayusradiology.com

From: Braden Shielding Systems LLC
Tony Steffens
Phone: (918) 624-2888 Ext:1003
Direct: (918) 359-2831
E-Mail: tsteffens@bradenshielding.com

Pages: 1 of 7

Reference: RAYUS Radiology

Subject: RF Shielding Quotation #SS43364M

Dear Brian,

Please find attached the Braden Quotation #SS43364M for RAYUS Radiology located in St Peters, MO. Please call or write if you have any questions.

Best Regards,

A handwritten signature in blue ink, appearing to read 'Tony H. Steffens'.

Tony Steffens
Sales Manager Medical Products



QUOTATION

DATE: March 5, 2024

SHEET: 1 of 5 SS43364M

TO: RAYUS Radiology
5775 Wayzata Blvd
St Louis Park, MN 55416

ATTN: Mr. Brian Harrison

SUBJECT: RAYUS Radiology
Siemens Lumina 3.0T
St Peters, MO

Dear Brian,

Braden Shielding Systems is in receipt of your request to bid on the Radio Frequency shielded enclosure for the above-mentioned project. This Quotation is predicated on the following:

- o Ryan A+E Inc drawings dated 10/17/2021.
- o Siemens Medical Systems Typical drawings.
- o Previous Siemens Installations.
- o Braden Shielding Systems SCM 228 Series Galvanized Shield.
- o Labor bid as NON-UNION and NON-PREVAILING WAGE.
- o Second Test & Return Trip included.
- o Items listed in this quotation.

Therefore, Braden Shielding Systems proposes to design, manufacture, deliver, install, test, and warrant the following:

- o ONE (1) RF SHIELDED ENCLOSURE SYSTEM:

TOTAL BASE PRICE	\$93,119.00
ADD ESTIMATED USE TAX (5.950%) IF REQUIRED	\$3,592.00
TOTAL PRICE	\$96,711.00

See last page of this Quotation for available Options and Accessories.

* If exempt from sales / use tax, an executed exemption, resale certificate, or direct pay permit must be returned.
THE MATERIAL PORTION OF THE ABOVE PRICE IS: \$60,373.00

QUOTATION

DATE: **March 5, 2024**

SHEET: 2 of 5 SS43364M

This total price is based upon:

- Braden will have clear and free access to the sites with at least one standard flat bed/semi-trailer. All unloading will be by forklift truck.
- The site conditions do not require the use of a crane. Should a crane be necessary this will be at additional charge.
- The only documentation provided to Braden is that stated above.
- The general contractor supplies all necessary temporary electrical power to the job site. The general contractor provides adequate temporary lighting, as necessary.
- Braden is to be given free and clear access to the site of our work.
- Work stoppages caused by site readiness, trade union activity or other conflicts that will impede our orderly completion of work will be considered as an extra cost outside our scope of work. The cost relative to work stoppages and re-mobilization will be submitted as a change order.
- Braden will not be responsible for shoring of any portion of the structure should it be necessary to accept the added weights of shielding materials or equipment. The RF ceiling system will be supported from the structure above in approximately twenty (20) places. The weight of the RF ceiling system is six (6) pounds per square foot.
- The General contractor provides adequate refuge containers for the removal of waste crating materials. Waste to be removed from the site by the general contractor.

INCLUSIVE WITHIN THE QUOTED BASE PRICE FOR THE SYSTEM ARE THESE ITEMS:

o Basic RF Enclosure:

Approximately 2018 square feet of interior surface area. (18'-0" x 25'-0" x 13'-2 5/8" H)
The basic RF enclosure shall be comprised of dual skin, structural, modular, RF panels.

o RF Doors:

One (1) "MIRAGE AED35" Acoustical RF shielded (finger) door, single leaf 4'-0" x 7'-0".
Door finish: Wilsonart "Valley Forge" 8231K-79.
Standard hardware: Ramp block with integral cam follower, Schlage B660P 626 Deadbolt lock.

o Windows:

One (1) 4'-0"W x 4'-0"H Control Room window. (Glazing by Braden)
Four (4) 2'-6"W x 8'-1"H Exterior RF view windows. (Glazing by Braden)
RF View windows will be constructed of two layers (2) high visibility screen mesh with a flat black finish for optimal visibility. The control room window will have two (2) layers of 1/4" tempered glass. The exterior RF view windows will have one (1) layer of 1/4" tempered glass.

o Pipe Penetrations:

One (1) - 6" diameter Stainless Steel waveguide for Cryogen vent.
One (1) - 1 1/2" diameter waveguide for Sprinkler.

QUOTATION

DATE: **March 5, 2024**

SHEET: 3 of 5 SS43364M

- o HVAC:** (Exact sizes to be verified)
3/16" HEX cell waveguide material for HVAC system consisting of:
Five (5) - SF of HVAC material allotted for supply / return air.
One (1) - 24" x 24" screen waveguide for Pressure relief vent.

- o Electrical:**
Electrical filters for LED Lighting. (Exact requirement to be determined)
One (1) - 2 x 30 AMP filter for Receptacle circuit.
One (1) - 4 x 1 AMP filter for EPO UPS, Under-voltage trip.
One (1) - 2 x 1 AMP filter for Smoke detector.

- o Special Construction Items:**
 - Siemens Lumina Penetration panel interface.
 - RF floor recess for Siemens supplied table mounting plate.
 - Install one (1) Guerbet supplied injector filter.
 - One (1) - 24" x 24" Miniature Pressure Relief RF Door (OUTSWING)
 - Interior furring track mounted to RF floor and ceiling. (Studs not by Braden)
 - Suspended ceiling attachment devices on a 4'-0"x 4'-0" grid pattern.
 - Magnet entry located in wall – recommended.
 - All thread hanger rod for cable tray. (Cable tray not by Braden)
 - Grounding Alarm supplied and installed by Braden. (Monitored by customer)

- o RF Testing:**
Testing procedure per Siemens Specifications.
First & Second Test - Included in price.

- o Exclusions and Items not Included:**
 - Interior framing and finishes except as noted above.
 - Seismic RF support system.
 - PE stamped drawings and calculations.
 - Payment and performance bonds.
 - Leveling of concrete substrate.
 - Weekly jobsite meetings.
 - Magnetic shielding.

QUOTATION

DATE: **March 5, 2024**

SHEET: 4 of 5 SS43364M

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NOTE: Any applicable exemptions to the above stated taxes should be made available to Braden prior to invoicing or sales tax will be charged to the state of destination. Sales tax exemption certificate must correlate with state of destination.

WARRANTY: The enclosure is guaranteed to retain the specified RF shielding characteristics for a period of Five (5) years from the date of final acceptance test. All moving parts such as doors or purchased components such as electrical filters, waveguides and patient couch anchor bolts shall carry a one (1) year warranty. THE FOREGOING WARRANTY IS BRADEN SHIELDING'S SOLE WARRANTY WITH RESPECT TO THE GOODS AND SERVICES PURCHASED HEREIN. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED. BRADEN SHIELDING'S LIABILITY FOR BREACH OF WARRANTY HEREUNDER IS LIMITED SOLELY TO THE REPLACEMENT OF THE DEFECTIVE GOOD OR SERVICE. THE FOREGOING SHALL CONSTITUTE THE SOLE REMEDY OF BUYER AND THE SOLE LIABILITY OF BRADEN SHIELDING UNDER THIS WARRANTY.

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PAYMENTS: Invoice for materials upon shipment.
 Invoice for installation upon completion enclosure.
 Invoice for return trip and final test after MRI delivery.

TERMS: Net due thirty (30) days from date of invoice. If payment is not made as provided herein, Braden may (1) withhold completion of work hereunder; (2) cancel this Quotation as accepted and agreed to; and/or (3) assess penalties, late fees, and/or interest in an amount not to exceed the maximum amount permitted by the laws of the State of Oklahoma.

SCHEDULE: From time of award of contract to proceed.
(Standard) Two (2) weeks for Approval drawings.
 Four (4) weeks for delivery after receipt of Approved drawings.

INSTALLATION: Included

RETURN TRIP: Included

QUOTATION

DATE: **March 5, 2024**

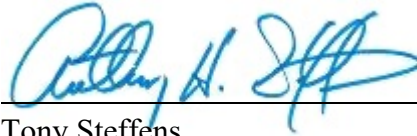
SHEET: 5 of 5 SS43364M

ATTENTION: This Quotation shall be valid for 60 days. Execution of this Quotation shall constitute acceptance of the terms and conditions cited herein and bind the parties and their respective successors, heirs, representatives, and assigns. The terms and conditions shall be governed by and interpreted in accordance with the laws of the State of Oklahoma, and any civil suit hereunder shall be instituted in the courts of Tulsa County, State of Oklahoma.

Pricing assumes material delivery during fiscal 2024.

ACCEPTED:

Title



Tony Steffens
Sales Manager Medical Products
Braden Shielding Systems

2024 Available Options and Accessories

o Standard RF Shielded Door Laminate Options:

Description	Price Each	Y or N
Formica "Finnish Oak" 118-58	Included	
Formica "Hazel Walnut" 5788-NG	Included	
Formica "White" 949-58	Included	
Wilsonart "Wild Cherry" 7054-60	Included	
Wilsonart "Zanzibar" 7957-78	Included	
Wilsonart "Monticello Maple" 7925-38	Included	
Wilsonart "Huntington Maple" 7929-38	Included	
Wilsonart "Tuscan Walnut" 7921-38	Included	
Wilsonart "Columbian Walnut" 7943-07	Included	
Wilsonart "Natural Pearl" 7061-60	Included	

Non-standard laminates may result in additional charges and material delivery delays.

o RF Shielded Door Options:

Description	Price Each	Y or N
Upgrade "Mirage" to "Mirage AED35" Acoustical RF (finger) door	\$5,000.00	
Upgrade "Mirage" to "Air-RF" Pneumatic RF (fingerless) door. Air Compressor supplied by limited by original manufactures warranty.	\$6,600.00	

o RF Shielded Door Accessories:

Description	Price Each	Y or N
Upgrade Schlage Lockset on standard "Mirage" to AlarmLock Trilogy DL2700 T2 lockset	\$300.00	
Upgrade Schlage Lockset on standard "Mirage" to AlarmLock Trilogy PDL3000 T2 lockset	\$1,000.00	
Add EMlock with keypad or card reader on "Mirage AED35"	\$2,600.00	

o RF Shielded Electrical filters:

Description	Price Each	Y or N
Ethernet filter, RJ-45, 10/100/1000Base-T/TX (Gigabit), IEEE802.3ab, SE 100db @ 10KHz-10GHz	\$1,000.00	
Ethernet filter POE, RJ-45, 10/100/1000Base-T/TX, IEEE802.3ab, SE 100db @ 10KHz-10GHz	\$1,200.00	
Nurse Call, RJ-45, 8 wire x .5A, 125VAC, pass band 0-300KHz, SE 100db @ 1.5MHz to 18GHz	\$1,500.00	

o Ferrous Metal Detectors:

Description	Price Each	Y or N
Kopp - Ferralert "Solo" S700 Single pole screener	\$19,000.00	
Kopp - Ferralert "Halo II Plus" Ferromagnetic Portal detector	\$32,000.00	
Kopp - Ferralert "Halo II Plus" Ferromagnetic Portal detector with F.I.L.M. Incident Detector	\$38,000.00	
Kopp - Encompass LE Ferromagnetic Portal detector with Advanced F.I.L.M Incident Detector	\$40,000.00	
Metrasens Ferroguard "Screener" Single pole screener	\$16,000.00	
Metrasens Ferroguard "Centurion" Entry Control system	\$26,000.00	
Metrasens Ferroguard "Assure" Entry Control system with Safety manager tablet	\$33,000.00	

NOTE: The above prices do not include any applicable taxes.

HORNER SHIFRIN

THE POWER HOUSE AT UNION STATION • 401 S. 18th ST., STE. 400 • SAINT LOUIS, MISSOURI 63103-2296
314-531-4321 • FAX 844-339-2910 • www.HomerShifrin.com

March 5, 2024

Jim Huber
Principal
Archimages
143 W Clinton Place
Kirkwood, MO 63122

Re: **St. Luke's MRI Infill**
P240091
Proposal to Provide Professional Engineering Services

Dear Jim,

Horner & Shifrin, Inc. (Engineer) is pleased to submit our proposal to Archimages (Architect) to provide mechanical, electrical, plumbing, low voltage and fire protection (MEPFP) professional engineering services for the proposed St. Luke's MRI Infill at St. Peters ASC and Clinic. We understand the scope of the project includes installation of an MRI machine into one existing MRI shell space.

MEPFP Scope of Work:

1. Modify the existing mechanical ductwork as needed to accommodate new MRI machine loads.
2. Assume MRI manufacturer will provide new chiller for imaging equipment. Mechanical plans to show location of chiller and piping requirements.
3. Add new quench vent for MRI machine.
4. Add emergency exhaust for MRI room for cryogen gas purge.
5. Provide power to new equipment.
6. Provide lighting design in MRI room.
7. Assume no plumbing work.
8. Assume no medical gas.
9. Modify sprinkler piping as needed to accommodate new/revised ceiling layout in MRI rooms.

SUMMARY OF BASIC SERVICES

Our professional engineering services shall include the following phases:

Construction Documents Phase - This phase includes:

1. Attend 4 virtual meetings with Owner and Architect to review work progress. This meeting will be attended by one or more representatives of Engineer, depending on the agenda.
2. Perform field survey to verify existing conditions.
3. Perform a code analysis relative to MEPFP systems.
4. Attend one end user meeting to obtain final locations of low voltage devices.



5. Prepare final MEPFP engineering documents and specifications for competitive bidding.
6. Work with the Owner or end user facility engineers on the final head-end equipment selection.
7. Perform internal quality control reviews (by department managers).
8. Issue a progress set of drawings and specifications for Owner and Architect to review.
9. Attend one final review meeting with Owner and Architect.
10. Issue Construction Documents to Architect.

Bidding and Negotiation Phase - This phase includes:

1. Technical assistance during bidding and issuing clarifications to the bid documents by addenda through the Architect.
2. Review and respond to AHJ comments as they relate to MEPFP systems.

Construction Phase - This phase includes:

1. Review Contractor submittals (shop drawings).
2. Provide technical assistance to the Contractor in dealing with unforeseen conditions and respond to Contractor's Requests for Information and/or interpretations of design intent.
3. Perform a final field observation for MEPFP construction work at project completion and prepare a punch list of items found not to be in conformance with the Contract Documents.

Post Construction Phase - This phase includes:

1. Review Contractor-supplied record drawings, air and water balance reports, and operation and maintenance manuals.

DELIVERABLES

The following documents, in the following quantities, will be provided by Engineer at the end of each phase:

Construction Documents Phase -- One set of reproducible drawings and specifications in PDF format

ASSUMPTIONS

1. The Architect will provide electronic format background drawings for our use.
2. Existing power is adequate for new MRI.
3. Owner's vendor will prepare site specific plans of equipment in new location and will include all utility rough-in and heat dissipation information. Assume UPS will be provided with MRI equipment and not designed by Horner & Shifrin.
4. Revit 2023 will be utilized for project drawings.
5. Front-end specifications will be prepared by the Architect.
6. MasterSpec will be used for project specifications. Horner & Shifrin, Inc. will prepare Divisions 21 through 28 for insertion into the project manuals.
7. Fire protection design will consist of showing sprinkler head types on a reflected ceiling plan and provide design specifications describing the system design criteria.
8. Documents will include full design for fire alarm.
9. We assume a 4-month construction period for construction administration services.



ADDITIONAL SERVICES

The following services are not included in Engineer's scope of work for this project, unless specifically otherwise indicated herein:

1. Owner-initiated changes to previously approved documents.
2. Issuing of early and separate bid packages in addition to the 100% Construction Document issues for bidding purposes.
3. Responding to questions from contractors and/or construction managers prior to the issuance of final bid documents.
4. Unanticipated construction administration services resulting from lengthened construction period or poor Contractor performance.
5. Preparation of detailed descriptions of alternate bids.
6. Regular site visits during construction, beyond those observation visits previously identified.
7. Preparation of Change Orders resulting from Owner- or Architect-initiated changes.
8. Fit out of the shell spaces not defined.
9. Preparation of detailed phasing plans.

SERVICES SPECIFICALLY NOT INCLUDED

The following services are specifically not included in Engineer's scope of work for this project:

1. Construction cost estimating.
2. Responsibility for uncovering and correcting existing asbestos or other hazardous materials.
3. Preparation of construction contracts or review of Contractor's Pay Requests during construction.
4. Preparation of construction schedules.
5. Commissioning Services.
6. Structural Engineering Services.

SCHEDULE

We are prepared to start our work on this project immediately following our signed contract. We fully expect to be able to provide our work to you within mutually agreeable time schedule.

ARCHITECT'S RESPONSIBILITIES

The Architect agrees that it is their responsibility to:

1. Review documents submitted by Engineer to Architect for review, and to make decisions which affect Engineer's design work in a timely manner to avoid schedule delays.
2. Provide full information regarding requirements for the project.
3. Designate a representative authorized to act on the Architect's behalf with respect to the project.



FEES

Horner & Shifrin, Inc. proposes to perform the above scope of work for a total lump sum fee of Twenty-Six Thousand Dollars (\$26,000.00).

Project fee is valid until proposal is approved or sixty days (60) from the proposal date, whichever occurs first.

Once design has commenced, the project may not be put on hold for more than 2 months without reevaluating unbilled fees.

REIMBURSABLE EXPENSES

Engineer shall be compensated for reimbursable expenses incurred in performance of the services described herein, over and above the lump sum fee amount stated above. Reimbursable expenses shall be invoiced at Engineer's actual cost. Reimbursable expenses include the following:

1. Reproduction of plans, specifications and other documents in quantities greater than those previously stated to be included in this Proposal as Deliverables.
2. Postage and expedited delivery services.


Engineer's fee is based on known or assumed conditions at the time of authorization. Client will be contacted for additional approval if unforeseen circumstances are encountered requiring additional work. Client will be responsible for fees up to the time of work stoppage.

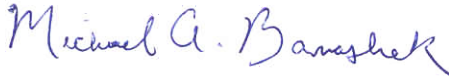
ATTACHMENTS

1. **Horner & Shifrin Terms & Conditions:** This document is incorporated by reference and included as part of this Letter Agreement.

We have structured this proposal in the form of a Letter Agreement, such that if this proposal is acceptable, you could retain our services for this project by executing this document and signing in the appropriate space. Please return one signed **original** to our office. We greatly appreciate the opportunity to provide this proposal and look forward to working with Archimages toward the successful completion of the project.

Respectfully Submitted,


 Casey Wilson, PE
 Business Unit Leader


 Mike Banashek
 Vice President

ACCEPTED FOR Archimages:

By: _____

Title: _____

Date: _____



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314-531-4321 • FAX 844-339-2910 • www.HornerShifrin.com

HORNER & SHIFRIN, INC. TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

1. SCOPE OF SERVICES

- A. Horner & Shifrin, Inc. (“Engineer”) will perform the services set forth in the Agreement, of which these terms and conditions are hereby made a part.

2. PAYMENTS TO ENGINEER

- A. Compensation will be as stated in the attached Agreement. Statements (invoices) are payable upon receipt. A late payment charge will be added to all amounts not paid within 30 days of statement date; calculated at 1.5 percent per month from statement date. Any costs incurred by Engineer in collecting and delinquent amount, including reasonable attorney’s fees, shall be reimbursed by Client. If a portion of Engineer’s statement is disputed, the undisputed portion shall be paid by Client by the due date. Client shall advise Engineer in writing of the basis for any disputed portion of any statement.
- B. Taxes as may be imposed by Federal, state and local authorities (other than Federal and state income tax, and City of St. Louis Earnings Tax) shall be in addition to the payments due Engineer that are stated in the Agreement.

3. INSURANCE

- A. During the course of performance of its services, Engineer will maintain Worker’s Compensation insurance with limits as required by statute, Professional Liability insurance with \$3,000,000 per claim and annual aggregate limit of \$3,000,000, and Commercial General Liability of \$1,000,000 each occurrence and \$2,000,000 general aggregate. Automobile Liability insurance with a combined single limits of \$1,000,000 per occurrence.
- B. If the Project involves on-site construction-phase services by the Engineer, construction contractors shall be required to provide (or Client may provide) Owner’s Protective Liability Insurance naming the Client as a Named Insured and the Engineer as an additional insured or to endorse Client and Engineer as additional insured’s on construction contractor’s liability insurance policies covering claims for personal injuries and property damage. Construction contractors shall be required to provide certificates evidencing such insurance.

4. INDEMNIFICATION

- A. Client agrees to indemnify and hold harmless Engineer, Owner, and their officers, directors, members, partners, agents, consultants, and employees from reasonable claims, costs, losses, and damages arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Client, its Subconsultants, or their officers, directors, members, partners, agents, or employees
- B. Engineer shall indemnify and hold harmless Client and its officers, directors, members, partners, agents, employees, and Subconsultants as required by Laws and Regulations from reasonable claims, costs, losses, and damages arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to



damage to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer, its Subconsultants, or their officers, directors, members, partners, agents, or employees

- C. If this project involves construction, and Engineer does not provide engineering services during construction (including, but not limited to, on-site monitoring, site visits, shop drawing review and design clarifications), Client agrees to indemnify and hold harmless Engineer from any liability arising from construction of this Project or Contractor legal actions against Client.

5. PROFESSIONAL RESPONSIBILITY

- A. Engineer will exercise reasonable skill, care and diligence in the performance of its services and will carry out its responsibilities in accordance with customarily accepted good professional engineering practices. No warranty, expressed or implied, is included in this Agreement or in any drawing, specification or opinion produced pursuant to this Agreement.
- B. In no event will Engineer be liable for any special, indirect or consequential damages; including, without limitation, damages or losses in the nature of increased Project costs, loss of revenue or profit, lost production, or governmental fines or penalties.
- C. The Engineer's aggregate liability for all damages connected with its services for the Project, not excluded by the preceding subparagraph, will not exceed the compensation paid for services.
- D. The obligations and remedies stated in this Paragraph 5. Professional Responsibility, are the sole and exclusive obligations of Engineer and remedies of Client, whether liability of the Engineer is based on contract, warranty, strict liability, tort (including negligence), indemnity or otherwise.

6. ACCESS

- A. Client will provide access (right of entry) for Engineer's staff, its agents, sub-consultants, and others, as appropriate for this Project; and Client will be responsible for the time, place, and manner of entry upon all property where Engineer is to provide services under this Agreement. Client agrees to hold Engineer harmless from any and all liability or claims arising from such entry onto property by Engineer. Engineer will take reasonable precautions to minimize property damage; however, it is understood that some minor damage may occur; for which Engineer shall not be held responsible.

7. HIDDEN CONDITIONS & HAZARDOUS MATERIALS

- A. A condition is hidden if concealed by existing finishes or if it cannot be investigated by reasonable visual observation. If the Engineer has reason to believe that such a condition may exist, the Engineer shall notify the Client who shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition. If (1) the Client fails to authorize such investigation or correction after due notification, or (2) the Engineer has no reason to believe that such a condition exists, the Client is responsible for all risks associated with this condition, and the Engineer shall not be responsible for the existing condition nor any resulting damages to persons or property. Engineer shall have no responsibility for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials of any form.

8. ENVIRONMENTAL CONDITIONS

- A. Nothing in this Agreement shall impose any responsibility or liability on Engineer for expenses, claims, or damages arising from, or in any manner related to, the presence of constituents of



environmental concern (such as, but not limited to, lead, asbestos, PCB's, RCRA-regulated substances, petroleum products, radioactive materials, or toxic substances).

9. ESTIMATES AND PROJECTIONS

- A. Engineer's estimates and projections of construction costs and/or schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are based on Engineer's experience, qualifications and judgment. Since Engineer has no control over weather, cost and availability of labor, material and equipment, labor productivity, construction contractor's procedures and methods, and other factors, Engineer cannot and does not guarantee the accuracy of any of Engineer's estimates and projections related to this Project.

10. ON-SITE SERVICES

- A. On-site visits by Engineer during construction or equipment installation for Project, or the furnishing of on-site Project representatives, shall not make Engineer responsible for construction means, methods, techniques, sequences or procedures; for construction safety precautions or programs; or for any failure by construction contractor(s) to perform their work in accordance with the Contract Documents. To the extent required by a Proposal, Engineer will visit the site at intervals appropriate to the stage and progress of construction to observe and become generally familiar with the progress and quality of the portion of the Work completed, and to determine, generally, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. Engineer is not providing inspections or exhaustive or continuous on-site observations or investigations to check the quality or quantity of the Work.

11. CHANGES

- A. Client shall have the right to make changes within the general scope of Engineer's services, with an appropriate change in compensation, upon execution of a mutually acceptable contract amendment signed by an authorized representative of the Client and an Officer of the Engineer.

12. TERMINATION OR SUSPENSION

- A. Services may be terminated by the Client or Engineer by seven (7) days' written notice in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. If so terminated, Client shall pay Engineer all amounts due Engineer for all services properly rendered and expenses incurred to the date of receipt of notice of termination, plus reasonable costs incurred by Engineer in terminating the services. In addition, Client may terminate the services for Client's convenience upon payment of twenty percent of the yet unearned and unpaid lump sum or not-to-exceed fee.
- B. The provisions of this Contract have been agreed upon with the expectation of any orderly progression of the project to completion. In the event of project suspension by the Client for a period in excess of three (3) months, Engineer may (at Engineer's sole discretion) perform activities necessary to complete critical calculations, organize project files, or otherwise prepare for an orderly cessation of work; and Engineer shall be entitled to invoice Client for reasonable labor and reimbursable expenses incurred in performing such activities.

13. DISPUTE RESOLUTION

- A. In an effort to resolve any conflicts that arise during the design or construction, or following completion of the Project, Client and Engineer agree that all disputes between them arising out of, or relating to, this Contract shall be submitted to non-binding mediation (unless the parties



mutually agree otherwise), thereby providing for mediation as the primary method for dispute resolution between Client and Engineer.

14. PRINTED OR ELECTRONIC MEDIA

- A. Client shall not make, or permit to be made, any modifications to any documents, including drawings and specifications, furnished by Engineer pursuant to this Contract, without the prior written authorization of Engineer. Client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses (including attorney fees) arising from any modification of such documents.
- B. Electronic files transmitted by Engineer are submitted for an acceptance period of fourteen (14) calendar days. Any defects which Client discovers during this period will be reported to Engineer, and subsequently corrected by Engineer. Any corrections of defects reported after the acceptance period will be at Client's cost.
- C. Only data or work products delivered by Engineer as instruments of service with respect to this Contract in the form of hard copies may be relied upon by Client. Any electronic files furnished in respect to Engineer's services are supplied for the convenience of the Client or others. Any conclusions or information derived from such electronic files shall be at Client's sole risk, because such files can be modified by others or inadvertently corrupted.

15. OWNERSHIP AND USE OF DOCUMENTS

- A. All documents, including drawings and specifications, furnished by Engineer pursuant to this Contract are instruments of service; and shall remain the property of Engineer. Such documents are not intended, or represented, to be suitable for reuse by Client or others, on extensions of this Project or any other work. Any reuse without the written permission of, or adaptation by, Engineer shall be at Client's sole risk and without liability to Engineer; and Engineer shall be entitled to further compensation, at rates to be mutually agreed between Client and Engineer. The Client shall indemnify and hold harmless Engineer from all claims, damages, and expenses (including attorney fees) arising out of any unauthorized reuse.

16. RIGHTS AND BENEFITS

- A. Engineer's services under this Contract will be performed solely for the benefit of the Client, and not for use of other parties.

17. ENTIRE CONTRACT

- A. These Terms and Conditions and the related Agreement constitute the entire Contract between the Engineer and Client relative to the Engineer's services for this Project. All previous or contemporaneous agreements, representations, promises, or conditions pertaining to the Engineer's services for this project are hereby superseded.
- B. Since terms contained in purchase orders do not generally apply to professional services, in the event the Client issues to Engineer a purchase order, no preprinted terms thereon shall become part of this Contract. Said purchase order document, whether or not signed by Engineer, shall be considered solely as a document for Client's internal management purposes.
- C. This Contract may be amended, in writing, by mutual agreement between the Engineer and Client.

END OF DOCUMENT