

**From:** [Mowry, Jill](#)  
**To:** [Eick, Mackinzev](#)  
**Cc:** [Miller, Mitchell](#); [Martin, Kate](#); [Jordan, Jill](#)  
**Subject:** RE: CON 6179 HT  
**Date:** Friday, January 24, 2025 3:43:51 PM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image004.png](#)  
[image005.png](#)  
[Abbott\\_001061777.0\\_1000010349\\_CAPITAL\\_CASH\\_AF\\_00521884\\_Type1CapCashPurchase\\_2.0.0 \(004\).pdf](#)  
[Abbott\\_001061853.0\\_1000010349\\_CAPITAL\\_CASH\\_AF\\_00521907\\_Type1CapCashPurchase\\_3.0.0 \(004\).pdf](#)  
[2025\\_SSM-St\\_CCI\\_replacement\\_CCN\\_Priorward\\_Rufort\\_form1863.pdf](#)  
[Siemens Quote SM Cath Lab B Conversion SO# 30280491.docx](#)

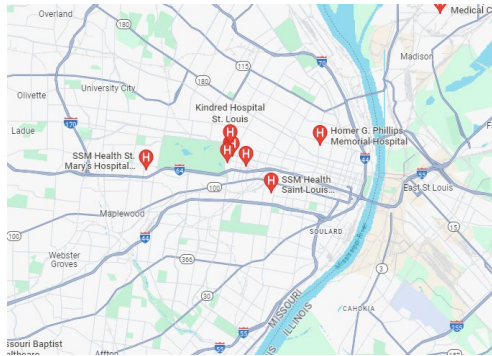
Hello Mackinzev,

Please find the requested information below.

- Provide a service area for the staff analysis.

Township	Zip Codes
St. Louis City	63103
Lafayette Square and Souldard	63104
Clayton	63105
St. Louis City	63106
Hyde Park (North STL)	63107
Central West End	63108
St. Louis Hills/South Hampton	63109
Forest Park (St. Louis City)	63110
Crondelet (St. Louis City)	63111
Wellston (St. Louis City)	63112
St. Louis City	63113
St. Louis City (North City)	63115

Township	Zip Codes
Bevo Mill/Tower Grove	63116
Richmond Heights	63117
Benton Park (St. Louis City)	63118
Webster Groves	63119
Pine Lawn (North City)	63120
Clayton	63124
University City	63130
Pagedale	63133
Clifton Heights	63139
Maplewood	63143
Brentwood	63144
St. Louis City (North City)	63147



- On the proposed project budget sheet #20 and #21 are not completed. Provide an updated proposed project with these items. [Please see attached document](#)



Certificate of Need Program  
**PROPOSED PROJECT BUDGET**

<u>Description</u>	<u>Dollars</u>
<b>COSTS:<sup>*</sup></b>	<i>(Fill in every line, even if the amount is "\$0".)</i>
1. New Construction Costs ***	_____
2. Renovation Costs ***	\$1,217,930
3. <b>Subtotal Construction Costs (#1 plus #2)</b>	<u>\$1,217,930</u>
4. Architectural/Engineering Fees	\$115,000
5. Other Equipment (not in construction contract)	\$451,900
6. Major Medical Equipment	\$1,050,576
7. Land Acquisition Costs ***	_____
8. Consultants' Fees/Legal Fees ***	_____
9. Interest During Construction (net of interest earned) ***	_____
10. Other Costs ***	\$470,897
11. <b>Subtotal Non-Construction Costs (sum of #4 through #10)</b>	<u>\$2,088,373</u>
12. <b>Total Project Development Costs (#3 plus #11)</b>	<u>\$3,306,303 **</u>
<b>FINANCING:</b>	
13. Unrestricted Funds	\$3,306,303
14. Bonds	_____
15. Loans	_____
16. Other Methods (specify)	_____
17. <b>Total Project Financing (sum of #13 through #16)</b>	<u>\$3,306,303 **</u>
18. New Construction Total Square Footage	_____
19. New Construction Costs Per Square Foot *****	_____
20. Renovated Space Total Square Footage	882
21. Renovated Space Costs Per Square Foot *****	\$1380.78

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

<sup>\*\*</sup> These amounts should be the same.

<sup>\*\*\*</sup> Capitalizable items to be recognized as capital expenditures after project completion.

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

<sup>\*\*\*\*\*</sup> Divide new construction costs by total new construction square footage.

<sup>\*\*\*\*\*</sup> Divide renovation costs by total renovation square footage.

MO 580-5843 (02/13)

- Provide 3<sup>rd</sup> party documentation or methods/assumptions for renovations.

**SSM ST. MARY'S HOSPITAL - CLAYTON, MO  
CATH LAB EQUIPMENT RENOVATION  
Cost Opinion Detail Worksheet  
12/30/2024**

SSM ST. MARY'S HOSPITAL - Cath Lab Replacement		882	sqft	12/30/2024	
Scope Item	Quantity	U/M	Unit \$	Total	
<b>REPLACE EXISTING PHILLIPS CATH LAB WITH NEW SIEMENS CATH LAB</b>		<b>882</b>	<b>sqft</b>		
CL-1	SELECTIVE DEMOLITION CEILING & FLOORING/WALLS AS NEEDED	882	sqft	22.50	\$19,845
CL-2	REVISE STRUCTURAL SUPPORT ALLOWANCE FOR NEW CATH LAB UNIT	882	sqft	28.50	\$25,137
CL-3	REPLACE 1 DOORS WITH PAINTED STEEL DOORS & ADD OPERATOR	882	sqft	12.00	\$10,584
CL-4	ADD LEAD EQUIVALENT WINDOW AT OPERATOR DESK	882	sqft	15.00	\$13,230
CL-5	NEW WALL (@ OPERATORS DESK) & PATCHING & PAINTING	882	sqft	25.00	\$22,050
CL-6	ACOUSTICAL/LAMINAR FLOW CEILING RE-INSTALLATION	882	sqft	17.50	\$15,435
CL-7	REMOVE & REPLACE FLOOR	882	sqft	25.00	\$22,050
CL-8	WALL PROTECTION - ADJUST & PATCH	882	sqft	5.00	\$4,410
CL-9	SPECIALTIES REMOVAL & REPLACEMENT	882	sqft	10.00	\$8,820
CL-10	NEW LAMINATE ILO EXISTING COUNTER ON EXISTING SUPPORTS	882	sqft	15.00	\$13,230
CL-11	REMOVE FULL HEIGHT CABINETS- REPLACE w/ STAINLESS STEEL	882	sqft	50.00	\$44,100
CL-12	FIRE SPRINKLER ALLOWANCE	882	sqft	14.00	\$12,348
CL-13	PLUMBING WORK - SINK IN COUNTER (SCRUB SINK EXISTING)	882	sqft	5.00	\$4,410
CL-14	HVAC WORK	882	sqft	298.00	\$262,836
CL-15	ELECTRIC WORK	882	sqft	268.10	\$236,464
CL-16	MEDICAL EQUIPMENT ASSISTANCE ALLOWANCE	1.0	lsum	3,000.00	\$3,000
CL-17	PEDESTRIAN CONTROL	4.0	mnth	500.00	\$2,000
CL-18	ILSM, TEMP WORK	4.0	mnth	3,500.00	\$14,000
CL-19	GENERAL CONDITIONS	1.0	lsum	190,826.79	\$190,827
CL-20	CONTINGENCY	1.0	lsum	184,955.20	\$184,955
CL-21	INSURANCE, FEES, PERMIT, ETC	1.0	lsum	108,198.79	\$108,199
<b>TOTAL COST OPINION</b>		<b>882</b>	<b>sqft</b>	<b>1,380.87</b>	<b>\$1,217,930</b>

Clarifications:

- This cost opinion excludes design, owner furnishings, hospital equipment & TIS systems.
- This cost opinion excludes construction costs due to any potential changes to meet FGI Guidelines enforced by the State of Missouri.
- If general room finish upgrades are requested/required we recommend an allowance of \$50,000 to \$75,000 be added to the cost opinion.
- We include the cost to provide a new control room counter and lead equivalent window & wall.
- Engineering for the Cath Lab structural supports is by the owner/architect.



**SSM ST. MARY'S HOSPITAL - CLAYTON, MO  
CATH LAB EQUIPMENT RENOVATION  
Cost Opinion Detail Worksheet  
12/30/24**

Scope Item	Quantity	U/M	Unit \$	Total
6.	We include repainting all walls to existing conditions. No other finishes included.			
7.	We include \$2,000 or floor leveling of the existing Cath Lab Room.			
8.	We include adding a washable Inpro laminate and an automatic operator to interior side of the existing Cath Lab wood entrance door.			
9.	This cost opinion has included the removal existing laminate cabinets in the Cath Lab room with 15 lft of stainless steel full height cabinets.			
10.	This cost opinion is in today's dollars and we have not included cost escalation. Work will be performed during normal work hours.			
11.	We include the cost to upgrade air changes, provide laminar air flow and increase cooling within the existing room (via a 5-ton DX Liebert unit).			
12.	We include Medical Gases to a new floor pedestal (provided by Siemens). We supply and install a new zone valve box for IIO2 and Medical Air.			
13.	We exclude relocation of the existing electrical panel in the Cath Lab room.			

- What else is included in other equipment? I calculate \$416,900 based on the items listed. My apologies, it appears the EP Boom for \$35,000 wasn't included in the itemized list that brings the total to the original listed medical equipment projection of \$451,900

EP mapping system	\$292,900.00
Intravascular Ultrasound	\$124,000.00
Equipment EP Boom	\$35,000.00

- What will happen to the old unit? Will it be decommissioned or traded-in? Siemens is removing it and decommissioning the unit.
- The Abbott quotes are dated 8/22/24. Provide new/updated quotes. See Attached updated Abbott quotes
- The Siemens quote is dated 2/5/24. Provide a new quote. See attached updated Siemens quote

Please advise if you have additional questions.  
Thank you,

Jill

**Jill M. Mowry | Market Director – Strategy and Business Development**  
SSM Health – St. Louis Region  
Executive Assistant: Kathy Zingrich | 636-496-2601

1015 Bowles Ave.  
Fenton, MO 63126  
Office: 636-496-2520  
Cell: 314-960-0006  
[jill.mowry@ssmhealth.com](mailto:jill.mowry@ssmhealth.com)



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**From:** Fick, Mackinze <Mackinze.Fick@health.mo.gov>  
**Sent:** Tuesday, January 14, 2025 4:56 PM  
**To:** Mowry, Jill <Jill.Mowry@ssmhealth.com>  
**Subject:** CON 6179 HT

**CAUTION:** This email originated from outside of the SSM Health organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. Think this message could be malicious? Click the Report button or forward it to [Bhishina@ssmhealth.com](mailto:Bhishina@ssmhealth.com)

Jill,

After review of the application, some additional information is needed.

- Provide a service area for the staff analysis.
- On the proposed project budget sheet #20 and #21 are not completed. Provide an updated proposed project with these items.
- Provide 3<sup>rd</sup> party documentation or methods/assumptions for renovations..
- What else is included in other equipment? I calculate \$416,900 based on the items listed.
- What will happen to the old unit? Will it be decommissioned or traded-in?
- The Abbott quotes are dated 8/22/24. Provide new/updated quotes.
- The Siemens quote is dated 2/5/24. Provide a new quote.

**This information is needed by Friday, January 24<sup>th</sup>, 2025.**

*Mackinze Fick*

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: [mackinze.fick@health.mo.gov](mailto:mackinze.fick@health.mo.gov)  
<http://health.mo.gov/information/boards/certificateofneed/index.php>



Certificate of Need Program

**PROPOSED PROJECT BUDGET**

**Description**

**Dollars**

**COSTS:\***

*(Fill in every line, even if the amount is "\$0".)*

- 1. New Construction Costs \*\*\* \_\_\_\_\_
- 2. Renovation Costs \*\*\* \_\_\_\_\_
- 3. Subtotal Construction Costs** (#1 plus #2) **\_\_\_\_\_**
- 4. Architectural/Engineering Fees \_\_\_\_\_
- 5. Other Equipment (not in construction contract) \_\_\_\_\_
- 6. Major Medical Equipment \_\_\_\_\_
- 7. Land Acquisition Costs \*\*\* \_\_\_\_\_
- 8. Consultants' Fees/Legal Fees \*\*\* \_\_\_\_\_
- 9. Interest During Construction (net of interest earned) \*\*\* \_\_\_\_\_
- 10. Other Costs \*\*\* \_\_\_\_\_
- 11. Subtotal Non-Construction Costs** (sum of #4 through #10) **\_\_\_\_\_**
- 12. Total Project Development Costs** (#3 plus #11) **\_\_\_\_\_\*\***

**FINANCING:**

- 13. Unrestricted Funds \_\_\_\_\_
- 14. Bonds \_\_\_\_\_
- 15. Loans \_\_\_\_\_
- 16. Other Methods (specify) \_\_\_\_\_
- 17. Total Project Financing** (sum of #13 through #16) **\_\_\_\_\_\*\***

18. New Construction Total Square Footage	_____
19. New Construction Costs Per Square Foot *****	_____
20. Renovated Space Total Square Footage	_____
21. Renovated Space Costs Per Square Foot *****	_____

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

\*\* These amounts should be the same.

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

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

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

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



January 21, 2025

SSM ST MARYS HLTH CTR  
6420 CLAYTON RD  
SAINT LOUIS, MO, 63117-1811

Reference: SSM ST MARYS HLTH CTR , Customer Number 1000010349 , Capital Purchase Agreement

Dear Sir or Madam:

Abbott Laboratories Inc. (“ALI”), a subsidiary of Abbott Laboratories (“Abbott”) would like to thank you for the opportunity to provide medical device technology to SSM ST MARYS HLTH CTR (“Customer”). Abbott is a global leader in the medical device industry, pioneering diabetes management, revolutionizing heart health, advancing innovation in diagnostics and transforming treatment for movement disorders and chronic pain. Our broad portfolio offers cost-effective products, sophisticated technologies and services across the spectrum of cardiovascular, diabetes and neuromodulation.

The terms of this proposal are confidential and, except as otherwise required by law, Customer shall not disclose the terms of this proposal to any third party in any manner whatsoever without ALI’s prior written consent except to those of its attorneys and accountants who need to know this information in connection with the services they are performing for Customer (“Customer Advisors”), provided that any such Customer Advisors agree not to disclose the terms of this proposal to any third party in any manner whatsoever. The provisions of this paragraph shall survive termination or expiration of the proposal or any associated agreement.

If you do not agree to these terms, please do not review this proposal but instead return it, unread, to your ALI Sales Representative.

**This proposal is valid for 120 days from the date of this letter.**

We consider it a privilege to work with you and look forward to hearing from you.

Sincerely,

Sarah Elsener  
Regional Sales Director  
Abbott Laboratories Inc.

Brittany Willeford  
Case No: 00521884  
Document No.: 00106177.0

Confidential



# Capital Purchase Agreement

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## Terms and Conditions

These terms and conditions constitute the agreement (“Agreement”) under which Abbott Laboratories Inc. (“ALI”), a subsidiary of Abbott Laboratories, will sell the products to, SSM ST MARYS HLTH CTR Customer Number 1000010349 (“Customer”). ALI and Customer (collectively the “Parties”) agree as follows:

### A. Specific Conditions

1. Incorporation of Exhibits. The exhibits attached hereto are incorporated herein as if set out verbatim.
  - A. Exhibit A contains product description and pricing.
2. Payment Terms. Terms are net thirty (30) days from the date of invoice.
3. Shipping Terms. Shipping terms for Products are FOB Origin, freight paid by ALI and added to invoice.
4. Title. Title to the Products will transfer to Customer on the date of shipment.
5. Purchase Terms and Conditions. Customer will issue one purchase order (“P.O.”) in the amount of \$292,900 (plus any applicable shipping and taxes) covering the cost of the products detailed in Exhibit A at the quantities set forth therein (the “Products”).
6. Effective Date. This Agreement shall be effective as of the date set forth on the signature page provided that this Agreement is signed by both Parties (“Effective Date”). The Effective Date shall be no earlier than the first day of the month in which Customer has signed the Agreement.
7. Purchase Order Requirements. Customer agrees to issue, or to have its authorized agent issue, ALI a purchase order (“P.O.”) reflecting the agreement number referenced herein and the purchase value referenced above for the Products (plus any applicable shipping and taxes) promptly upon execution of this Agreement. No Products will be shipped and no services will be performed prior to receipt of this P.O. In the event a third-party authorized agent of Customer issues the P.O. on Customer’s behalf, Customer hereby guarantees payment upon default of any such agent. The Parties acknowledge that the EnSite™ X EP System may be subject to delayed shipment. ALI shall work with Customer to schedule delivery and arrange for installation of the EnSite™ X EP System at a future, mutually agreed to, date. Invoicing for the EnSite™ X EP System shall take place at time of shipment.
8. Submission Of Purchase Order Absent A Fully Executed Agreement. In the event that Customer submits a purchase order to ALI for the Products referenced herein without signing this Agreement, the submission of such purchase order shall constitute Customer’s acceptance of the terms and conditions herein. In such event, the Effective Date of the Agreement shall be the date in which the first Product is shipped.
9. Product Installation Terms and Conditions.
  - A. Product Installation. ALI will provide installation services to Customer as part of this agreement and at no additional charge, subject to the fulfillment of the provisions set forth in the “Customer’s Obligations” section. Installation services for EnSite™ X EP System include up to two (2) lab characterization procedures per system provided at the time of EnSite™ X EP System installation. Additional lab characterization procedures beyond the two (2) provided shall be an additional charge to the prices herein. The Products covered herein shall be installed by and at the expense of ALI except that ALI shall not provide site preparation services as described in the “Customer’s Obligations” section unless otherwise agreed to in writing by ALI. Installation services shall be included in the purchase price and performed by qualified and trained technical personnel, provided that the installation can be performed during normal business hours of 8:00 AM- 5:00 PM, Monday-Friday Local Time. Any overtime charges or other special expenses shall be an additional charge to the prices herein. If installation is requested outside of normal business hours as defined above, weekends (Saturday/Sunday) or during ALI recognized holidays, a premium service charge will apply. Upon Customer request ALI shall provide a quote detailing the charge for such outside of normal business hours installation and Customer will be required to issue a purchase order to ALI for said charge no less than five (5) days prior to the scheduled installation start date. In the event shipment of Products is delayed more than twelve (12) weeks following Abbott’s receipt of a P.O. for the Products and such delay is not due to any Customer action or inaction, ALI may, at its sole discretion, waive some or all of the After Hours Installation Charge. Installation includes travel and lodging for ALI staff to Customer’s location within the United States. Installation date will be coordinated with Customer and total time to install one (1) system is not expected to exceed two (2) business days. Should installation time be extended due to factors out of ALI’s control but within Customer’s control (e.g., room is not made available on agreed upon date), then Customer will be subject to an additional service charge. Installation services include the following: (a) Uncrating and assembly of Products, (b) Placement of Products in

- Customer's desired location, (c) Initial functional testing of Products, and (d) Provision of a copy of the Installation Report to Customer. Installation does not include the running of cables through conduit.
- B. Customer's Obligations. Customer shall, at its expense, provide all necessary labor and materials for plumbing service, carpentry work, conduit wiring, power switches, network ports and other preparations required for such installations and connection. All such labor and materials shall be completed and available at the time of delivery of the Products by ALI. Additionally, Customer shall provide free access to the installation site and, if necessary, safe and secure space thereon for storage of Products and equipment prior to installation by ALI. Customer shall provide ALI access and authorization to position fluoroscopy equipment as part of the EnSite X EP System installation procedure. If Customer will not provide ALI access and authorization, Customer shall be responsible for providing support personnel to position the fluoroscopy equipment during the installation procedure, for a time period not to exceed two (2) business days for each system installed. Customer shall be responsible, at its sole cost and expense, for obtaining all permits, licenses and approvals required by any federal, state or local authority in connection with the installation and operation of the Products, including but not limited to any certificate of need and zoning variances. Customer shall provide, at its sole cost and expense, that its premises are free of asbestos, hazardous conditions and any concealed, unknown or dangerous conditions and that all site requirements are met.
- C. Customer License For Software Embedded With The Products. ALI hereby grants to Customer a non-exclusive, non-transferable, limited license (the "License") to use the software provided with the Product subject to the terms and restrictions set forth in this Agreement.
- D. Copyright. The software and its documentation are owned by ALI and are protected by United States copyright laws and international treaty provisions. This software may not be copied without the prior written consent of ALI.
- E. Restrictions On Use And Transfer. Customer agrees that the license granted herein is solely for its internal business purposes. In addition, Customer agrees that Customer will not, nor permit others to: (i) access or use the software except in accordance with the documentation provided by ALI therefor; (ii) sublicense, share or transfer the License to a third party unless agreed by seller in writing; (iii) attempt to reverse engineer, decompile, disassemble, or extract any element of and/or otherwise discover any source code, algorithms, methods or techniques embodied in the software, except to the extent expressly permitted by applicable law, and then only after (a) Customer has notified ALI in writing of its intended activities and the information sought and (b) ALI fails to provide such information within a reasonable period of time following such notice; (iv) modify, transfer, assign, pledge, sublicense, rent, lease, sell, resell, or create derivative works based on the software; nor (v) attempt to install the software on any unauthorized device.
10. Service Plan. Included with the Capital Product(s), Customer shall receive (i) appropriate instructions for use; and (ii) the service plan coverage as set forth in Exhibit A as more thoroughly described in ALI's Service and Technology Plan Terms and Conditions document, which contains the governing terms and conditions of the service plan. The service coverage set forth in Exhibit A shall be effective from the completion of installation.
11. Service and Support Commitment. The Parties agree that consistent and superior service is necessary to ensure the implementation of this Agreement occurs without incident. ALI agrees to provide well-trained and competent staff to support cases, and clinics which utilize the Products represented in this Agreement. Specifically, ALI shall make commercially reasonable efforts to meet the following service commitments:
- A. The EnSite NavX™ platform is based on conventional sequential mapping. Case support will be provided until the Customer physicians are proficient. This proficiency typically occurs with the successful completion of twelve (12) to fifteen (15) procedures.
- B. Notwithstanding the foregoing, in the event that a Field Clinical Engineer ("FCE") or other ALI personnel is unable to provide support as listed above, the Parties agree that this will not constitute a breach of this Agreement by ALI.
12. Maintenance; Alterations.
- A. Should Customer need to move the Products to a different location from that where originally placed, Customer agrees to contact ALI for assistance with such relocation. Relocation services shall be subject to an additional service charge.
- B. Customer will at all times operate the Products in accordance with the Products' Instructions for Use (the "IFU") provided to Customer by ALI and use reasonable care to prevent the Products from being damaged while the Products are in Customer's possession and control.
- C. Customer will be responsible for the cost of any repairs to the Products as a result of Customer's failure to use the Products in accordance with the IFU, or Customer's failure to use reasonable care to prevent the Products from being damaged while the Products are in Customer's possession and control.



D. Customer will not, without the prior written consent of ALI, make any changes or substitutions to the Products including, with respect to software, any modifications or adaptations. Any and all authorized replacement parts, accessories, changes and/or substitutions for the Products shall become part of the Products and subject to the terms of this Agreement.

## B. General Conditions

1. Necessary Information. Customer will make available to ALI all information necessary for the implementation and execution of this Agreement.
2. Access. Customer will provide ALI's representatives reasonable and necessary access to its facilities in the ordinary course of business.
3. Own Use. Customer represents and warrants that the Products purchased hereunder are purchased solely for Customer's own use and not for resale or further distribution.
4. Confidentiality. The terms of this Agreement are confidential and, except as otherwise required by law, Customer shall not disclose the terms of this Agreement to any third party in any manner whatsoever without ALI's prior written consent; provided that Customer may disclose the terms of this Agreement to those of its attorneys and accountants who need to know this information in connection with the services they are performing for Customer ("Customer Advisors"), to the extent that (i) Customer protects the confidentiality of the terms of this Agreement through its contract disclosure documents and communications to its Customer Advisors including advising its Customer Advisors that this Agreement and its terms are confidential and shall not be disclosed to any third party in any manner whatsoever, and (ii) any such Customer Advisors agree not to disclose the terms of this Agreement to any third party in any manner whatsoever. The provisions of this paragraph shall survive termination or expiration of this Agreement.
5. Disclosure.
  - A. Customer shall, in connection with this Agreement, comply with all applicable federal and state laws, regulations, and other authorities, specifically including but not limited to the federal health care program anti-kickback statute, 42 U.S.C. § 1320a-7b(b) ("Anti-Kickback Statute").
  - B. Customer hereby acknowledges its legal obligations to fully and accurately report the discounts and/or rebates it receives under all applicable federal and state laws, regulations, and other authorities, specifically including but not limited to the Anti-Kickback Statute and its implementing regulations. As part of the cost reporting process or otherwise, Customer may be obligated to report and provide information concerning any discounts, rebates, or other price reductions provided for products purchased under or in connection with this Agreement pursuant to 42 U.S.C. section 1320a-7b(b)(3)(A) (the discount exception to the Anti-Kickback Statute) and/or 42 C.F.R. § 1001.952(h) (the discount safe harbor to the Anti-Kickback Statute), other federal or state laws, or agreement with third party payers. Additionally, the discounts, rebates or other price reductions offered herein may reflect a bundled discount pricing arrangement. With regard to any bundled discount pricing arrangement, ALI shall, where requested, provide Customer (by separate statement) further detail pertaining to such discounts and the allocation of total net purchase dollars to the items and services, as applicable. Customer should retain this Agreement and any other documentation of discounts, rebates, or other price reductions and make such information available to federal or state health care programs upon request.
  - C. ALI and Customer agree and acknowledge that there may be circumstances in which ALI will offer Customer, and/or health care professionals affiliated with Customer, technical training on its products. This may involve ALI's reimbursement of Customer's reasonable and documented out-of-pocket expenses, including costs associated with meals, travel and lodging. Customer acknowledges that applicable laws and regulations, including without limitation the U.S. Physician Payments Sunshine Act, may require ALI to disclose to certain federal and state government agencies information regarding such reimbursements.
  - D. ALI is an equal opportunity employer and hereby provides notice of its compliance with 41 CFR 60-1.4, 41 CFR 60-250.5, 41 CFR 60-300.5, 41 CFR 60-741.5 and 29 CFR 471 App A, which are incorporated herein by reference.
  - E. Record Retention. Until the expiration of four (4) years after the furnishing of goods or services pursuant to this Agreement, ALI shall, as required by law, make available upon written request of the U. S. Secretary of Health and Human Services or the U. S. Comptroller General (or any of their authorized representatives) books, documents and records of ALI or any subcontractor that are necessary to verify the nature and extent of costs of goods and services hereunder so as to comply with Section 952 of the Omnibus Reconciliation Act of 1980, as amended.
6. Warranties for Implantable/Disposable Products. All warranties are as included in the Limited Warranty included in Product packaging. EXCEPT FOR THE WARRANTIES SET FORTH HEREIN OR AS MAY BE SET

FORTH IN THE PRODUCTS' PACKAGING AND/OR INSERTS, ALI MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER MATTER. Notwithstanding the foregoing, any warranties provided by ALI shall not apply in the event that any Product delivered pursuant to this Agreement is misused, altered, damaged or used by Customer, its employees or agents, other than in accordance with Product labeling and instructions provided by ALI. IN NO EVENT SHALL ALI BE LIABLE HEREUNDER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OR LOSSES, OR FOR ANY LOST BUSINESS, REVENUES OR PROFITS.

- A. Remedies for Breach of Warranty. Provided that Customer has complied with any warranty requirements set forth on the Products Packaging and/or Inserts, with respect to any breach of a warranty set forth herein, the Parties agree that ALI, at its option and expense, to the extent the warranty of the specific product has not expired and all applicable warranty terms and conditions are met, shall either (i) repair the affected Product or component, (ii) accept the return of and replace the affected Product or component, or (iii) accept the return of the affected Product or component for credit. Such remedies shall be Customer's sole and exclusive remedies with respect to any such breach of warranty.
7. Independent Contractors. The Parties to this Agreement are independent contractors. This Agreement does not create or otherwise imply that there is any relationship of employment, agency, franchise, joint venture, partnership or other similar legal relationship among the Parties. No party has the authority to bind or act on behalf of any other party except as otherwise expressly stated in this Agreement.
8. No Third Party Beneficiaries. This Agreement is entered into by and for the sole benefit of the enumerated Parties to this Agreement. Nothing in this Agreement shall be interpreted or construed to provide any benefits to any third party or to otherwise create a third party beneficiary under this Agreement.
9. Miscellaneous.
- A. Amendments and Changes. Any amendment to this Agreement shall be in writing and signed by the Parties. No change to this Agreement, including any conflicting or additional terms contained in any purchase order, acknowledgment form, or other written document submitted by Customer, shall be valid or binding upon ALI unless approved in writing by a duly authorized representative of ALI. Customer acknowledges that ALI field representatives are not authorized to agree to business or legal terms or conditions on behalf of ALI.
- B. Assignment. Customer shall not assign or pledge this Agreement, in whole or in part, nor shall Customer sublet or lend any Product referenced in this Agreement without the express written consent of ALI. However, ALI, without such consent, may assign this Agreement, in whole or in part, to its parent or a wholly owned subsidiary of its parent.
- C. Governing Law/Dispute Resolution. This Agreement shall be construed, interpreted, and governed by the laws of the State of Illinois without regard to its conflict of law provisions. If a dispute arises between the Parties regarding this Agreement, the Parties will attempt to resolve such dispute in good faith by direct negotiation by representatives of each Party. If such negotiation does not resolve the matter within twenty-eight (28) days after notice of the dispute is given, the matter will be resolved by the following alternative dispute resolution ("ADR") procedure.

To begin an ADR proceeding, a Party shall provide written notice to the other Party of the issues to be resolved by ADR. Within fourteen (14) days after its receipt of notice of ADR, the other Party may, by written notice, add additional issues to be resolved. Within twenty-one (21) days following receipt of the original ADR notice, the Parties shall select a mutually acceptable independent, impartial and conflicts-free neutral to preside over the proceeding. If the Parties are unable to agree on a mutually acceptable neutral within such period, each Party will select one independent, impartial and conflicts-free neutral and those two neutrals will select a third independent, impartial and conflicts-free neutral within ten (10) days thereafter. None of the neutrals selected may be current or former employees, officers or directors of either Party or its Affiliates. The Parties shall convene in a location mutually agreed upon to conduct a hearing before the neutral no later than fifty-six (56) days after selection of the neutral (unless otherwise agreed upon by the Parties).

The ADR Process shall include a pre-hearing exchange of exhibits and summary of witness testimony upon which each Party is relying, proposed rulings and remedies on each issue, and a brief in support of each Party's proposed rulings and remedies not to exceed twenty (20) pages. The pre-hearing exchange must be completed no later than ten (10) days prior to the hearing date. Any disputes relating to the pre-hearing exchange shall be resolved by the neutral. No discovery shall be permitted by any means, including depositions, interrogatories, requests for admissions, or production of documents.

The hearing shall be conducted on two (2) consecutive days, with each Party entitled to five (5) hours of hearing time to present its case, including cross-examination. The neutral shall adopt in its

entirety the proposed ruling and remedy of one of the Parties on each disputed issue but may adopt one Party's proposed rulings and remedies on some issues and the other Party's proposed rulings and remedies on other issues. The neutral shall rule within fourteen (14) days of the hearing, shall not issue any written opinion, and shall not refer any portion of the dispute to mediation without the Parties' prior, written consent. The rulings of the neutral shall be binding, and non-appealable and may be entered as a final judgment in any court having jurisdiction. The neutral(s) shall be paid a reasonable fee plus expenses. These fees and expenses, along with the reasonable legal fees and expenses of the prevailing party (including all expert witness fees and expenses), the fees and expenses of a court reporter, and any expenses for a hearing room, shall be paid as follows:

- i. If the neutral(s) rule(s) in favor of one party on all disputed issues in the ADR, the losing party shall pay 100% of such fees and expenses.
  - ii. If the neutral(s) rule(s) in favor of one party on some issues and the other party on other issues, the neutral(s) shall issue with the rulings a written determination as to how such fees and expenses shall be allocated between the parties. The neutral(s) shall allocate fees and expenses in a way that bears a reasonable relationship to the outcome of the ADR, with the party prevailing on more issues, or on issues of greater value or gravity, recovering a relatively larger share of its legal fees and expenses.
- D. Severability. The provisions of this Agreement shall be severable and if any provision of this Agreement shall be held or declared to be illegal, invalid, or unenforceable, such illegality, invalidity, or unenforceability shall not affect any other provision hereof and the remainder of this Agreement, disregarding such invalid portion, shall continue in full force and effect as though such void provision had not been contained herein.
- E. Entire Agreement. Upon acceptance by ALI, this Agreement is the entire agreement between the Parties regarding the subject matter hereof and shall supersede all prior oral and written agreements for the subject matter hereof.
- F. Force Majeure. ALI will not be liable for any failure to perform under this Agreement or to supply any Product due to strikes, fires, explosion, flood, injunction, interruption of transportation, accidents, inability to obtain supplies at reasonable prices, shortage of raw materials, war, act of governmental authority, terrorism, acts of God, or other causes beyond its control.
- G. Waiver. The waiver by either of the Parties of any breach of any provision hereof by the other party shall not be construed to be either a waiver of any subsequent breach of any such provision or a waiver of the provision itself.
- H. Notices. Any and all notices, demands, designations, or any other communication provided for herein shall be in writing and shall have been deemed to have been duly given and effective upon receipt if delivered personally to such party or if sent by recognized overnight courier service; or if sent by facsimile transmission, upon receipt of confirmation of delivery to the address set forth below; or if mailed by certified mail, return receipt requested, three (3) days after deposit in the U.S. Mail, postage pre-paid if addressed as follows:

To Customer at:	
_____	Customer Name
_____	Address
_____	Address 2
_____	City, ST, Zip
Attn: _____	Name, Title
_____	Phone
_____	Fax

To ALI at:  
 Abbott Laboratories Inc.  
 Attn: Contract Operations  
 8701 Bee Cave Rd  
 Building Two, West  
 Austin, TX 78746

Customer and ALI hereby agree to the terms and conditions contained herein and have caused this Agreement to be signed by their duly authorized representatives.

Accepted and Agreed to by:

**ALI:**

By: \_\_\_\_\_  
 Authorized Representative Signature

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Customer:**

By: \_\_\_\_\_  
 Authorized Representative Signature

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

For ALI Internal Use Only and is non-binding.

Effective Date of Agreement:

Agreement Number:



**EXHIBIT A**  
**Product Description and Pricing**

Product Description	Order No.	Qty.	List Price	Customer Price
<p><b>EnSite™ X EP System</b></p> <p>The EnSite™ X EP System is a catheter navigation and mapping system capable of displaying the 3-dimensional (3-D) position of conventional and Sensor-Enabled™ electrophysiology catheters, as well as displaying cardiac electrical activity as waveform traces and as dynamic 3-D isopotential maps of the cardiac chamber. The contoured surfaces of these 3-D maps are based on the anatomy of the patient's own cardiac chamber. Various software expansion modules and warranties are available.</p> <p><b>Indications for Use</b></p> <ul style="list-style-type: none"> <li>○ The EnSite™ X EP System is a suggested diagnostic tool in patients for whom electrophysiology studies have been indicated.</li> <li>○ The EnSite™ X EP System provides information about the electrical activity of the heart and displays catheter location during conventional electrophysiological (EP) procedures.</li> </ul> <p><b>Clinical Benefit</b></p> <ul style="list-style-type: none"> <li>○ The intended clinical benefit is to provide diagnostic information to the physician to aid in the treatment of arrhythmias.</li> </ul> <p><b>EnSite™ X Amplifier</b></p> <ul style="list-style-type: none"> <li>○ <b>The EnSite™ X EP System Amplifier</b> accepts signals from EnSite X SurfaceLink Module, EnSite X 20 pin and 80 pin Catheter Input Modules, the EnSite™ X Field Frame, and four (4) Patient Reference Sensors. The devices accept signals from catheters and electrodes attached to the patient and pass these signals to the EnSite™ X Amplifier. The EnSite™ X Amplifier converts these signals to a digital format and sends them to the DWS for processing and display.</li> <li>○ <b>EnSite™ X EP System Field Frame.</b> The Field Frame generates the magnetic tracking field during an EnSite™ X EP System procedure.</li> <li>○ <b>EnSite™ X EP System SurfaceLink™ Module.</b> Connects the EnSite™ X surface electrodes, system reference surface electrode, and ECG electrodes to the EnSite™ X Amplifier.</li> <li>○ <b>EnSite™ X EP System Catheter Input Modules.</b> 20 pin and 80 pin modules allow for connection of standard diagnostic catheters to the EnSite™ X Amplifier.</li> <li>○ <b>Four (4) EnSite™ X EP System Patient Reference Sensors,</b> one anterior (PRS-A) and three posterior (PRS-P) sensors with cables.</li> <li>○ <b>EnSite™ X EP System ECG cable.</b> Connects standard ECG electrodes to the EnSite™ X Amplifier.</li> <li>○ <b>Medical Grade Isolation Transformer.</b> When using the Amplifier Cart, the system components connected to line power through the isolation transformer. Only components on the Amplifier Cart should be connected to this isolation transformer.</li> </ul> <p><b>EnSite™ X Display Workstation (DWS)</b> The DWS consists of the workstation (computer), monitors, medical grade isolation transformer, and optional printer:</p> <ul style="list-style-type: none"> <li>○ <b>EnSite™ X EP System Workstation.</b> The workstation contains the system software displaying data from the EnSite™ X Amplifier. Attached to the workstation are a keyboard and mouse for user input.</li> <li>○ <b>Monitors.</b> Monitors are used to display patient information. One</li> </ul>	<p>ENSITE X-SYS</p>	<p>1</p>	<p>\$400,000</p>	<p>\$175,000</p>

<p>monitor is placed near the workstation and keyboard for system operation.</p> <ul style="list-style-type: none"> <li>○ <b>Medical Grade Isolation Transformer.</b> All system components on the DWS cart are connected to line power through the isolation transformer. Only components of the DWS should be connected to this isolation transformer.</li> </ul> <p><b>EnSite™ VoXel Flex Mode</b>  EnSite™ VoXel Flex Mode is a feature allowing users to switch between EnSite NavX™ and EnSite™ VoXel Modes during a study.</p> <p>This feature is compatible with EnSite™ X EP System software version 3.0 or later.</p> <p><b>TactiFlex™ Ablation Catheter, Sensor Enabled™ Software</b>  TactiFlex™ Ablation Catheter, Sensor Enabled™ is a feature that introduces two new EnSite™ EP System software features:</p> <ul style="list-style-type: none"> <li>○ The Force Direction Indicator feature displays an arrow near the tip of the TactiFlex™ Ablation Catheter, Sensor Enabled™ representing three-dimensional direction of force.</li> <li>○ The Force Number Refresh Rate setting changes the number of times the Force Number value is updated per second. This feature will be available for all EnSite™ X EP System Contact Force-compatible catheters.</li> <li>○ The following devices are required to use TactiFlex™ Ablation Catheter, Sensor Enabled™ Software and are sold separately:  TactiFlex™ Ablation Catheter, Sensor Enabled™ (model A-TFSE-D, , A-TFSE-DD, A-TFSE-DF, A-TFSE-F, A-TFSE-FJ, A-TFSE-J, A-TFSE-JJ, A-TFSE-FF)  TactiSys™ Quartz Equipment (PN-004 400)  Compatible ablation generator</li> </ul> <p><b>EnSite™ LiveView Dynamic Display</b>  EnSite™ LiveView Dynamic Display is a feature allowing mapping data to be visualized in real time during an EnSite™ X EP System study.</p> <ul style="list-style-type: none"> <li>○ The following devices are required to use EnSite™ LiveView Dynamic Display and are sold separately:  Advisor™ HD Grid Mapping Catheter, Sensor Enabled™ Software Entitlement Kit (model H702519)  Advisor™ HD Grid Mapping Catheter, Sensor Enabled™ (model D-AVHD-DF16)</li> </ul> <p>System contains Instructions for Use (IFU).  Service Coverage: Includes initial one-year manufacturer’s warranty</p> <p>SJM Connect™ Remote Access for real time technical support through a secure broadband connection.</p> <p><b>TactiSys™ TactiFlex™ Radiofrequency Cable</b>  A non-sterile, reusable cable (model TSQ-RF-TFSE-CBL) that is necessary when using TactiFlex™ Ablation Catheter, Sensor Enabled™ .</p> <p>TactiSys™ Quartz Equipment Radiofrequency Cable – for use with TactiCath SE™ and the Ampere™ RF Generator (cable PN-004 515) will need to be purchased separately.</p>				
<p><b>Advanced Mapping Software License</b></p> <p>Advanced Mapping Software License is a set of mapping features that introduces the following new functionality:</p> <ul style="list-style-type: none"> <li>• <b>EnSite™ OT Near Field Detection Algorithm</b> – A new detection method placing the detection time at the peak frequency (sharpest point) of the signal.</li> </ul>	<p>ENSITE-AM-2.0</p>	<p>1</p>	<p>\$30,000</p>	<p>\$20,000</p>



<ul style="list-style-type: none"> <li>• <b>Peak Frequency maps</b> – A new map type based on the peak frequency (sharpness) of the map point signal.</li> <li>• <b>Emphasis maps</b> – A new map visualization tool where areas of interest are emphasized on the map by darkening areas on the map that do not meet user-defined criteria.</li> </ul> <p><b>Included EnSite™ OT license features:</b></p> <ul style="list-style-type: none"> <li>• Omnipolar waveforms – A calculated waveform of the optimal bipole (maximum voltage) independent of catheter orientation. Omnipolar waveforms are calculated from the bipoles of triangular three-electrode groupings, or cliques, on the Advisor™ HD Grid Mapping Catheter, Sensor Enabled™.</li> <li>• Activation Vectors – A mapping feature where arrows representing activation direction, calculated from EnSite™ OT waveforms, are overlaid on the map.</li> </ul> <p><b>Included EnSite™ X EP System Wave Speed license feature:</b></p> <p>Wave Speed maps – A new map type showing the apparent speed at which the depolarization wave travel through the cardiac tissue.</p>				
<p><b>AutoMark Distance Software License</b></p> <p>The EnSite™ X EP System AutoMark Distance software license introduces a new tool to display the measured distance in the model/map display between:</p> <ul style="list-style-type: none"> <li>• An ablation catheter and an AutoMark or manual lesion marker.</li> <li>• Two or more AutoMarks or manual lesion markers</li> </ul> <p>This feature is compatible with EnSite™ X EP System software version 3.0 or later.</p>	ENSITE-AMD-01	1	\$20,000	\$10,000
<p><b>Averaged Impedance Drop Software License</b></p> <p>The EnSite™ X EP System Averaged Impedance Drop Software License introduces averaged radiofrequency (RF) impedance data. Averaged impedance data can be visualized as a waveform or numeric value in the software and is used in the calculation of two AutoMark metrics:</p> <ul style="list-style-type: none"> <li>• Averaged Impedance Drop – The difference between the averaged impedance at the start of a session and the global minimum averaged impedance for the session.</li> <li>• Averaged Impedance Drop (%) – The percentage difference between the averaged impedance at the start of a session and the global minimum averaged impedance for the session.</li> </ul> <p>Averaged impedance data is created by applying a one-second moving average to un-averaged impedance data received from the Ampere™ Generator. Averaged impedance data can be viewed in real-time or when reviewing a recorded RF session.</p> <p>This feature is compatible with EnSite™ X EP System software version 3.0 or later.</p>	ENSITE-IMP-01	1	\$30,000	\$20,000
<p><b>Pulsed Field Ablation (PFA) Catheter Visualization Software License</b></p> <p>The EnSite™ X EP System PFA Catheter Visualization Software License introduces visualization of a third party PFA catheter, providing a visual rendering of the catheter onto the system.</p> <p>NOTE: This feature will only be usable when an appropriate third party PFA catheter is connected and can be visualized in the following configurations:</p> <ul style="list-style-type: none"> <li>• Flower</li> </ul>	ENSITE-FWV-01	1	\$35,000	\$25,000

<ul style="list-style-type: none"> <li>Basket</li> </ul> <p>This feature is compatible with EnSite™ X EP System software version 3.0.2 or later.</p>				
<p><b>EnSite™ Contact Force Module</b></p> <p>Contains:</p> <ul style="list-style-type: none"> <li>EnSite™ Contact Force Module v1.0</li> <li>TactiSys™ Quartz</li> </ul> <p>Allows contact force data to be viewed on the EnSite Velocity Cardiac Mapping System. Key benefits include an intuitive display of contact force data, easier set-up and an enhanced workflow.</p> <ul style="list-style-type: none"> <li>Requires EnSite Velocity System Display Workstation 5 (DWS5) or higher.</li> <li>Requires EnSite Precision Mapping Module part number H700386 to already be installed.</li> </ul> <p>Service Coverage: Includes initial one year manufacturer's warranty</p>	CFK3000	1	\$55,000	\$20,000
<p><b>Ampere™ Generator Kit</b></p> <p>Increased efficiency and control</p> <ul style="list-style-type: none"> <li>Designed for improved efficiency and decreased noise interference</li> <li>User controlled Power or Temperature modes</li> <li>New Power Control mode for: <ul style="list-style-type: none"> <li>Safire™ BLU™ Duo Ablation Catheters</li> <li>Therapy™ Cool Path™ Duo Ablation Catheters</li> <li>Future irrigated ablation catheters</li> </ul> </li> </ul> <p>Easy to use standard options</p> <ul style="list-style-type: none"> <li>Monitor real-time temperature and impedance data on the color LCD screen</li> <li>Power, temperature, impedance and duration push-button controls</li> <li>Increased lab efficiency through user presets</li> <li>Easy bedside physician control with included Footswitch</li> </ul> <p>Solutions designed to reduce risk</p> <ul style="list-style-type: none"> <li>Select maximum temperature for automatic modulation of power with the TempGuard mode</li> <li>Manage procedural needs through user-configured variable Power Ramp-Up</li> <li>Control irrigation flow rates with the Auto Flow feature</li> <li>Enhanced control of RF delivery with Automatic RF shutoff parameters <ul style="list-style-type: none"> <li>For example, auto-shut off is adjustable for impedance that changes by more than 10 ohms over 5 seconds</li> </ul> </li> </ul> <p>Seamless integration for the EP Lab</p> <ul style="list-style-type: none"> <li>Ampere RF generator integrates with our EnSite™ Velocity™ System, WorkMate™ Claris™ System, Cool Point™ Irrigation Pump and all other Abbott Laboratories Inc., standard and irrigated ablation catheters. The Ampere software is also upgradable via USB connection.</li> </ul> <p>Includes generator and footswitch with 2.5 m cable.</p> <p>Specifications</p> <ul style="list-style-type: none"> <li>RF Output Power: 1 to 100 W adjustable in steps of 1 W</li> <li>Impedance Range: Measures 50 Ω to 300 Ω in steps of 1 Ω</li> <li>Target Temperature: 15° C to 80° C adjustable in steps of 1° C</li> <li>RF Delivery Time: 1 to 999 seconds adjustable in steps of 1 second</li> </ul>	H700494	1	\$30,000	\$12,000



<ul style="list-style-type: none"> <li>Control Modes: Temperature; Power</li> <li>Energy Delivery Modes: Independent; Sequential; Simultaneous</li> <li>Operating Parameters: Values are digitally displayed on the Ampere™ Generator front panel</li> <li>Generator Dimensions: 266.7mm H x 360.68mm W x 363.22mm D (10.5" H x 14.2" W x 14.3" D)</li> <li>Generator Weight: 9.98 kg (22.0 lbs)</li> <li>Supply Voltage: 100-240 VAC, 50/60 Hz</li> <li>Safety Class: Class I; Type CF according to IEC 60601-1</li> </ul>				
Service Coverage: Includes initial one year manufacturer's warranty				
<b>Ampere™ Remote Control (includes 15m fiber cord)</b>	H700490	1	\$10,000	\$5,000
<b>Cool Point Irrigation Pump</b>	89003	1	\$15,000	\$5,900
<ul style="list-style-type: none"> <li>Cool Point Irrigation Pump Includes: Pump, power cord, pole clamp, 1779 communications (connecting) cable, tubing set (1 each) and operator's manual. Communication cable for the Cool Point Irrigation Pump (included with pump). Cool Point Tubing Set (sold individually).</li> </ul>				
Service Coverage: Includes initial one year manufacturer's warranty				
			<b>Total</b>	<b>\$292,900</b>



January 21, 2025

SSM ST MARYS HLTH CTR  
6420 CLAYTON RD  
SAINT LOUIS, MO, 63117-1811

Reference: SSM ST MARYS HLTH CTR , Customer Number 1000010349 , Capital Purchase Agreement

Dear Sir or Madam:

Abbott Laboratories Inc. (“ALI”), a subsidiary of Abbott Laboratories (“Abbott”) would like to thank you for the opportunity to provide medical device technology to SSM ST MARYS HLTH CTR (“Customer”). Abbott is a global leader in the medical device industry, pioneering diabetes management, revolutionizing heart health, advancing innovation in diagnostics and transforming treatment for movement disorders and chronic pain. Our broad portfolio offers cost-effective products, sophisticated technologies and services across the spectrum of cardiovascular, diabetes and neuromodulation.

The terms of this proposal are confidential and, except as otherwise required by law, Customer shall not disclose the terms of this proposal to any third party in any manner whatsoever without ALI’s prior written consent except to those of its attorneys and accountants who need to know this information in connection with the services they are performing for Customer (“Customer Advisors”), provided that any such Customer Advisors agree not to disclose the terms of this proposal to any third party in any manner whatsoever. The provisions of this paragraph shall survive termination or expiration of the proposal or any associated agreement.

If you do not agree to these terms, please do not review this proposal but instead return it, unread, to your ALI Sales Representative.

**This proposal is valid for 120 days from the date of this letter.**

We consider it a privilege to work with you and look forward to hearing from you.

Sincerely,

Sarah Elsener  
Regional Sales Director  
Abbott Laboratories Inc.

Brittany Willeford  
Case No: 00521907  
Document No.: 00106183.0

Confidential



# Capital Purchase Agreement

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## Terms and Conditions

These terms and conditions constitute the agreement (“Agreement”) under which Abbott Laboratories Inc. (“ALI”), a subsidiary of Abbott Laboratories, will sell the products to, SSM ST MARYS HLTH CTR Customer Number 1000010349 (“Customer”). ALI and Customer (collectively the “Parties”) agree as follows:

### A. Specific Conditions

1. Incorporation of Exhibits. The exhibits attached hereto are incorporated herein as if set out verbatim.
  - A. Exhibit A contains product description and pricing.
2. Payment Terms. Terms are net thirty (30) days from the date of invoice.
3. Shipping Terms. Shipping terms for Products are FOB Origin, freight paid by ALI and added to invoice.
4. Title. Title to the Products will transfer to Customer on the date of shipment.
5. Purchase Terms and Conditions. Customer will issue one purchase order (“P.O.”) in the amount of \$124,000 (plus any applicable shipping and taxes) covering the cost of the products detailed in Exhibit A at the quantities set forth therein (the “Products”).
6. Effective Date. This Agreement shall be effective as of the date set forth on the signature page provided that this Agreement is signed by both Parties (“Effective Date”). The Effective Date shall be no earlier than the first day of the month in which Customer has signed the Agreement.
7. Purchase Order Requirements. Customer agrees to issue, or to have its authorized agent issue, ALI a purchase order (“P.O.”) reflecting the agreement number referenced herein and the purchase value referenced above for the Products (plus any applicable shipping and taxes) promptly upon execution of this Agreement. No Products will be shipped and no services will be performed prior to receipt of this P.O. In the event a third-party authorized agent of Customer issues the P.O. on Customer’s behalf, Customer hereby guarantees payment upon default of any such agent.
8. Submission Of Purchase Order Absent A Fully Executed Agreement. In the event that Customer submits a purchase order to ALI for the Products referenced herein without signing this Agreement, the submission of such purchase order shall constitute Customer’s acceptance of the terms and conditions herein. In such event, the Effective Date of the Agreement shall be the date in which the first Product is shipped.
9. Product Installation Terms and Conditions.
  - A. Product Installation. ALI will provide installation services to Customer as part of this agreement and at no additional charge, subject to the fulfillment of the provisions set forth in the “Customer’s Obligations” section. The Products covered herein shall be installed by and at the expense of ALI except that ALI shall not provide site preparation services as described in the “Customer’s Obligations” section unless otherwise agreed to in writing by ALI. Installation services shall be included in the purchase price and performed by qualified and trained technical personnel, provided that the installation can be performed during normal business hours of 8:00 AM- 5:00 PM, Monday-Friday Local Time. Any overtime charges or other special expenses shall be an additional charge to the prices herein. If installation is requested outside of normal business hours as defined above, weekends (Saturday/Sunday) or during ALI recognized holidays, a premium service charge will apply. Upon Customer request ALI shall provide a quote detailing the charge for such outside of normal business hours installation and Customer will be required to issue a purchase order to ALI for said charge no less than five (5) days prior to the scheduled installation start date. In the event shipment of Products is delayed more than twelve (12) weeks following Abbott’s receipt of a P.O. for the Products and such delay is not due to any Customer action or inaction, ALI may, at its sole discretion, waive some or all of the After Hours Installation Charge. Installation includes travel and lodging for ALI staff to Customer’s location within the United States. Should installation time be extended due to factors out of ALI’s control but within Customer’s control (e.g., room is not made available on agreed upon date), then Customer will be subject to an additional service charge. Installation services include the following: (a) Uncrating and assembly of Products, (b) Placement of Products in Customer’s desired location, (c) Initial functional testing of Products, and (d) Provision of a copy of the Installation Report to Customer. Installation does not include the running of cables through conduit.
  - B. Customer’s Obligations. Customer shall, at its expense, provide all necessary labor and materials for plumbing service, carpentry work, conduit wiring, power switches, network ports and other preparations required for such installations and connection. All such labor and materials shall be completed and available at the time of delivery of the Products by ALI. Additionally, Customer shall provide free access to the installation site and, if necessary, safe and secure space thereon for storage of Products and equipment

prior to installation by ALI. Customer shall be responsible, at its sole cost and expense, for obtaining all permits, licenses and approvals required by any federal, state or local authority in connection with the installation and operation of the Products, including but not limited to any certificate of need and zoning variances. Customer shall provide, at its sole cost and expense, that its premises are free of asbestos, hazardous conditions and any concealed, unknown or dangerous conditions and that all site requirements are met.

10. Service Plan. Included with the Capital Product(s), Customer shall receive (i) appropriate instructions for use; and (ii) the service plan coverage as set forth in Exhibit A as more thoroughly described in ALI's Service and Technology Plan Terms and Conditions document, which contains the governing terms and conditions of the service plan. The service coverage set forth in Exhibit A shall be effective from the completion of installation.
11. Maintenance; Alterations.
  - A. Should Customer need to move the Products to a different location from that where originally placed, Customer agrees to contact ALI for assistance with such relocation. Relocation services shall be subject to an additional service charge.
  - B. Customer will at all times operate the Products in accordance with the Products' Instructions for Use (the "IFU") provided to Customer by ALI and use reasonable care to prevent the Products from being damaged while the Products are in Customer's possession and control.
  - C. Customer will be responsible for the cost of any repairs to the Products as a result of Customer's failure to use the Products in accordance with the IFU, or Customer's failure to use reasonable care to prevent the Products from being damaged while the Products are in Customer's possession and control.
  - D. Customer will not, without the prior written consent of ALI, make any changes or substitutions to the Products including, with respect to software, any modifications or adaptations. Any and all authorized replacement parts, accessories, changes and/or substitutions for the Products shall become part of the Products and subject to the terms of this Agreement.

## **B. General Conditions**

1. Necessary Information. Customer will make available to ALI all information necessary for the implementation and execution of this Agreement.
2. Access. Customer will provide ALI's representatives reasonable and necessary access to its facilities in the ordinary course of business.
3. Own Use. Customer represents and warrants that the Products purchased hereunder are purchased solely for Customer's own use and not for resale or further distribution.
4. Confidentiality. The terms of this Agreement are confidential and, except as otherwise required by law, Customer shall not disclose the terms of this Agreement to any third party in any manner whatsoever without ALI's prior written consent; provided that Customer may disclose the terms of this Agreement to those of its attorneys and accountants who need to know this information in connection with the services they are performing for Customer ("Customer Advisors"), to the extent that (i) Customer protects the confidentiality of the terms of this Agreement through its contract disclosure documents and communications to its Customer Advisors including advising its Customer Advisors that this Agreement and its terms are confidential and shall not be disclosed to any third party in any manner whatsoever, and (ii) any such Customer Advisors agree not to disclose the terms of this Agreement to any third party in any manner whatsoever. The provisions of this paragraph shall survive termination or expiration of this Agreement.
5. Disclosure.
  - A. Customer shall, in connection with this Agreement, comply with all applicable federal and state laws, regulations, and other authorities, specifically including but not limited to the federal health care program anti-kickback statute, 42 U.S.C. § 1320a-7b(b) ("Anti-Kickback Statute").
  - B. Customer hereby acknowledges its legal obligations to fully and accurately report the discounts and/or rebates it receives under all applicable federal and state laws, regulations, and other authorities, specifically including but not limited to the Anti-Kickback Statute and its implementing regulations. As part of the cost reporting process or otherwise, Customer may be obligated to report and provide information concerning any discounts, rebates, or other price reductions provided for products purchased under or in connection with this Agreement pursuant to 42 U.S.C. section 1320a-7b(b)(3)(A) (the discount exception to the Anti-Kickback Statute) and/or 42 C.F.R. § 1001.952(h) (the discount safe harbor to the Anti-Kickback Statute), other federal or state laws, or agreement with third party payers. Additionally, the discounts, rebates or other price reductions offered herein may reflect a bundled discount pricing arrangement. With regard to any bundled discount pricing arrangement, ALI shall, where requested, provide Customer (by separate statement) further detail pertaining to such discounts and the allocation of total net purchase dollars to the

items and services, as applicable. Customer should retain this Agreement and any other documentation of discounts, rebates, or other price reductions and make such information available to federal or state health care programs upon request.

- C. ALI and Customer agree and acknowledge that there may be circumstances in which ALI will offer Customer, and/or health care professionals affiliated with Customer, technical training on its products. This may involve ALI's reimbursement of Customer's reasonable and documented out-of-pocket expenses, including costs associated with meals, travel and lodging. Customer acknowledges that applicable laws and regulations, including without limitation the U.S. Physician Payments Sunshine Act, may require ALI to disclose to certain federal and state government agencies information regarding such reimbursements.
  - D. ALI is an equal opportunity employer and hereby provides notice of its compliance with 41 CFR 60-1.4, 41 CFR 60-250.5, 41 CFR 60-300.5, 41 CFR 60-741.5 and 29 CFR 471 App A, which are incorporated herein by reference.
  - E. Record Retention. Until the expiration of four (4) years after the furnishing of goods or services pursuant to this Agreement, ALI shall, as required by law, make available upon written request of the U. S. Secretary of Health and Human Services or the U. S. Comptroller General (or any of their authorized representatives) books, documents and records of ALI or any subcontractor that are necessary to verify the nature and extent of costs of goods and services hereunder so as to comply with Section 952 of the Omnibus Reconciliation Act of 1980, as amended.
6. Warranties for Implantable/Disposable Products. All warranties are as included in the Limited Warranty included in Product packaging. EXCEPT FOR THE WARRANTIES SET FORTH HEREIN OR AS MAY BE SET FORTH IN THE PRODUCTS' PACKAGING AND/OR INSERTS, ALI MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER MATTER. Notwithstanding the foregoing, any warranties provided by ALI shall not apply in the event that any Product delivered pursuant to this Agreement is misused, altered, damaged or used by Customer, its employees or agents, other than in accordance with Product labeling and instructions provided by ALI. IN NO EVENT SHALL ALI BE LIABLE HEREUNDER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OR LOSSES, OR FOR ANY LOST BUSINESS, REVENUES OR PROFITS.
- A. Remedies for Breach of Warranty. Provided that Customer has complied with any warranty requirements set forth on the Products Packaging and/or Inserts, with respect to any breach of a warranty set forth herein, the Parties agree that ALI, at its option and expense, to the extent the warranty of the specific product has not expired and all applicable warranty terms and conditions are met, shall either (i) repair the affected Product or component, (ii) accept the return of and replace the affected Product or component, or (iii) accept the return of the affected Product or component for credit. Such remedies shall be Customer's sole and exclusive remedies with respect to any such breach of warranty.
7. Independent Contractors. The Parties to this Agreement are independent contractors. This Agreement does not create or otherwise imply that there is any relationship of employment, agency, franchise, joint venture, partnership or other similar legal relationship among the Parties. No party has the authority to bind or act on behalf of any other party except as otherwise expressly stated in this Agreement.
8. No Third Party Beneficiaries. This Agreement is entered into by and for the sole benefit of the enumerated Parties to this Agreement. Nothing in this Agreement shall be interpreted or construed to provide any benefits to any third party or to otherwise create a third party beneficiary under this Agreement.
9. Miscellaneous.
- A. Amendments and Changes. Any amendment to this Agreement shall be in writing and signed by the Parties. No change to this Agreement, including any conflicting or additional terms contained in any purchase order, acknowledgment form, or other written document submitted by Customer, shall be valid or binding upon ALI unless approved in writing by a duly authorized representative of ALI. Customer acknowledges that ALI field representatives are not authorized to agree to business or legal terms or conditions on behalf of ALI.
  - B. Assignment. Customer shall not assign or pledge this Agreement, in whole or in part, nor shall Customer sublet or lend any Product referenced in this Agreement without the express written consent of ALI. However, ALI, without such consent, may assign this Agreement, in whole or in part, to its parent or a wholly owned subsidiary of its parent.
  - C. Governing Law/Dispute Resolution. This Agreement shall be construed, interpreted, and governed by the laws of the State of Illinois without regard to its conflict of law provisions. If a dispute arises between the Parties regarding this Agreement, the Parties will attempt to resolve such dispute in good faith by direct negotiation by representatives of each Party. If such negotiation does not resolve the matter within twenty-



eight (28) days after notice of the dispute is given, the matter will be resolved by the following alternative dispute resolution (“ADR”) procedure.

To begin an ADR proceeding, a Party shall provide written notice to the other Party of the issues to be resolved by ADR. Within fourteen (14) days after its receipt of notice of ADR, the other Party may, by written notice, add additional issues to be resolved. Within twenty-one (21) days following receipt of the original ADR notice, the Parties shall select a mutually acceptable independent, impartial and conflicts-free neutral to preside over the proceeding. If the Parties are unable to agree on a mutually acceptable neutral within such period, each Party will select one independent, impartial and conflicts-free neutral and those two neutrals will select a third independent, impartial and conflicts-free neutral within ten (10) days thereafter. None of the neutrals selected may be current or former employees, officers or directors of either Party or its Affiliates. The Parties shall convene in a location mutually agreed upon to conduct a hearing before the neutral no later than fifty-six (56) days after selection of the neutral (unless otherwise agreed upon by the Parties).

The ADR Process shall include a pre-hearing exchange of exhibits and summary of witness testimony upon which each Party is relying, proposed rulings and remedies on each issue, and a brief in support of each Party’s proposed rulings and remedies not to exceed twenty (20) pages. The pre-hearing exchange must be completed no later than ten (10) days prior to the hearing date. Any disputes relating to the pre-hearing exchange shall be resolved by the neutral. No discovery shall be permitted by any means, including depositions, interrogatories, requests for admissions, or production of documents.

The hearing shall be conducted on two (2) consecutive days, with each Party entitled to five (5) hours of hearing time to present its case, including cross-examination. The neutral shall adopt in its entirety the proposed ruling and remedy of one of the Parties on each disputed issue but may adopt one Party’s proposed rulings and remedies on some issues and the other Party’s proposed rulings and remedies on other issues. The neutral shall rule within fourteen (14) days of the hearing, shall not issue any written opinion, and shall not refer any portion of the dispute to mediation without the Parties’ prior, written consent. The rulings of the neutral shall be binding, and non-appealable and may be entered as a final judgment in any court having jurisdiction. The neutral(s) shall be paid a reasonable fee plus expenses. These fees and expenses, along with the reasonable legal fees and expenses of the prevailing party (including all expert witness fees and expenses), the fees and expenses of a court reporter, and any expenses for a hearing room, shall be paid as follows:

- i. If the neutral(s) rule(s) in favor of one party on all disputed issues in the ADR, the losing party shall pay 100% of such fees and expenses.
  - ii. If the neutral(s) rule(s) in favor of one party on some issues and the other party on other issues, the neutral(s) shall issue with the rulings a written determination as to how such fees and expenses shall be allocated between the parties. The neutral(s) shall allocate fees and expenses in a way that bears a reasonable relationship to the outcome of the ADR, with the party prevailing on more issues, or on issues of greater value or gravity, recovering a relatively larger share of its legal fees and expenses.
- D. Severability. The provisions of this Agreement shall be severable and if any provision of this Agreement shall be held or declared to be illegal, invalid, or unenforceable, such illegality, invalidity, or unenforceability shall not affect any other provision hereof and the remainder of this Agreement, disregarding such invalid portion, shall continue in full force and effect as though such void provision had not been contained herein.
- E. Entire Agreement. Upon acceptance by ALI, this Agreement is the entire agreement between the Parties regarding the subject matter hereof and shall supersede all prior oral and written agreements for the subject matter hereof.
- F. Force Majeure. ALI will not be liable for any failure to perform under this Agreement or to supply any Product due to strikes, fires, explosion, flood, injunction, interruption of transportation, accidents, inability to obtain supplies at reasonable prices, shortage of raw materials, war, act of governmental authority, terrorism, acts of God, or other causes beyond its control.
- G. Waiver. The waiver by either of the Parties of any breach of any provision hereof by the other party shall not be construed to be either a waiver of any subsequent breach of any such provision or a waiver of the provision itself.
- H. Notices. Any and all notices, demands, designations, or any other communication provided for herein shall be in writing and shall have been deemed to have been duly given and effective upon receipt if delivered personally to such party or if sent by recognized overnight courier service; or if sent by facsimile transmission, upon receipt of confirmation of delivery to the address set forth below; or if mailed by

certified mail, return receipt requested, three (3) days after deposit in the U.S. Mail, postage pre-paid if addressed as follows:

To Customer at:	
_____	Customer Name
_____	Address
_____	Address 2
_____	City, ST, Zip
Attn: _____	Name, Title
_____	Phone
_____	Fax

To ALI at: Abbott Laboratories Inc. Attn: Contract Operations 8701 Bee Cave Rd Building Two, West Austin, TX 78746
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Customer and ALI hereby agree to the terms and conditions contained herein and have caused this Agreement to be signed by their duly authorized representatives.

Accepted and Agreed to by:

**ALI:**

By: \_\_\_\_\_  
Authorized Representative Signature

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Customer:**

By: \_\_\_\_\_  
Authorized Representative Signature

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

For ALI Internal Use Only and is non-binding.

Effective Date of Agreement:

Agreement Number:

**EXHIBIT A**  
**Product Description and Pricing**

Product Description	Order No.	Qty.	List Price	Customer Price
<p><b>ViewMate™ Multi Ultrasound System</b></p> <p>The ViewMate™ Multi Ultrasound System is a fully featured imaging platform. Optimized for a 64-element phased array intra-cardiac echo (ICE) visualization, the system is compatible with the ViewFlex™ family of ICE catheters. Equipped with ZONE Sonography® Technology (ZST), the ViewMate™ Multi Ultrasound System uses a software-driven approach to acoustic data acquisition and image formation that breaks the barriers of conventional ultrasound imaging.</p> <p>Software:</p> <ul style="list-style-type: none"> <li>○ Modes: 2D/B, M, Color Doppler (CD), Power Doppler, Pulse Wave (PW), Continuous Wave (CW), AUX CW</li> <li>○ iTouch – instantly equalizes image gain and optimized sound speed compensation</li> <li>○ Cardiac calculations packages</li> <li>○ Configurable cybersecurity options</li> <li>○ DICOM networking – includes Verify, Store, Print, and Basic Modality Worklist Query service classes</li> </ul> <p>Hardware:</p> <ul style="list-style-type: none"> <li>○ 23.5” color, high resolution LCD display mounted on articulating arm</li> <li>○ 15.6” touchscreen with intuitive interactions</li> <li>○ OLED display for customizable mode menus</li> <li>○ Catheter Interface Module for ICE and bedrail mounting bracket</li> <li>○ Rechargeable battery allows up to 2 hours of operation without plugging into AC power</li> <li>○ Connect up to 4 transducers simultaneously</li> <li>○ Multifunction USB ports, integrated Wireless</li> <li>○ 1 TB Hard Drive Storage</li> <li>○ HDMI/VGA digital video output</li> <li>○ Integrated wireless connectivity</li> </ul> <p>Accessories:</p> <ul style="list-style-type: none"> <li>○ Customized, durable baskets to carry supplies</li> <li>○ 3-Lead ECG connection</li> <li>○ Operator’s manual and quick reference guide</li> </ul> <p>Service Coverage: Includes initial one year manufacturer’s warranty</p>	VMM-ICE-01	1	\$153,000	\$100,000
<p><b>SP5-1s Phased Transducer</b></p> <p>Phased Array Transducer, SP5-1s Transducer is a single crystal design (1.5 – 4.5 MHz). Intended applications: Adult Abdominal, Adult Cardiac, Adult Cranial, Pediatric and Cardiac.</p> <p>Service Coverage: Includes initial one year manufacturer’s warranty</p>	SP5-1S	1	\$22,000	\$13,000
<p><b>L9-3s Linear Transducer</b></p> <p>Linear Array Transducer, L9-3s Transducer (2.5 – 9.0 MHz). Intended applications: Abdominal, Pediatric, Small Organ, Musculoskeletal, Vascular and Nerve.</p> <p>Service Coverage: Includes initial one year manufacturer’s warranty</p>	L9-3S	1	\$19,000	\$11,000
			<b>Total</b>	<b>\$124,000</b>





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

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

Customer Number: 0000012665

Date: 01/24/2025

**SSM HEALTH CARE CORPORATION**  
 10101 WOODFIELD LN  
 SAINT LOUIS, MO 63132

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

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**Contract Total: \$ 1,050,576**  
*(total does not include any Optional or Alternate components which may be selected)*

Proposal valid until 03/31/2025

Estimated Delivery Date:

Payment terms of 00/30/70 Net 30

This Quotation shall be subject to the terms and conditions of the Value Partnership Framework Agreement and the Value Partnership Solution Addendum, between Siemens Medical Solutions USA, Inc. (“Siemens”) and SSM Health Care Corporation d/b/a SSM Health (“Customer” or “Purchaser”) dated July 4, 2023 (collectively, the “Agreement”). To the extent there is a conflict between the terms of this Quote and the Agreement, the terms of the Agreement will control. The Siemens Healthineers and SSM Agreement reference number is # 442000166.

BID ID 207

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

Notwithstanding anything else in this Agreement, or in any applicable group purchasing agreement terms, if Purchaser does not accept delivery within twenty-four (24) months of the date this quotation is executed, then Seller may, at its option, adjust the prices in the quotation by written notice. In such event, Purchaser will then have the option to cancel the order without payment of a cancellation charge provided Purchaser notifies Seller within ten (10) days of the date of Seller’s notice of the price adjustment.

This proposal includes the trade-in of equipment referenced in Trade Sheet Project #2025-0238.

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

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

This offer is only valid if firm, non-contingent orders for Quote #CPQ-949405 and Quote #CPQ-1138907 are simultaneously placed with Siemens.

This quote CPQ-949405 represents a conversion of Siemens quote # CPQ-493164 Rev. 0 dated 06/19/2023, SSM HEALTH CARE CORPORATION Purchase Order # ES Signed Letter, 12/15/204 dated 12/15/2049, and Siemens Sales Order # 30280443, from an ARTIS icono ceiling Cardiology system to an ARTIS icono ceiling Cardiology system as quoted herein. Pricing is as quoted herein and terms and conditions are in accordance with those included in this quotation. Any change in price from the ARTIS icono ceiling Cardiology system will require a new or revised PO from SSM HEALTH CARE CORPORATION.

This Quote amends Schedule C (Equipment) of the Value Partnership Solution Addendum, as follows:

Original Bid ID: 207  
Original Description: ARTIS icono ceiling Cardiology system  
Original Quote Number: CPQ-493164 Rev. 0 (SO# 30280443)  
Original Price: \$1,046,442.26

New Bid ID: 207  
New Description: ARTIS icono ceiling Cardiology system  
New Quote Number: CPQ-949405 Rev. 0  
New Price: \$1,050,576.00

Increase/Decrease from Schedule C: \$4,133.74

The Parties agree that this quotation and corresponding purchase order will operate as a substitute for the Change Request Procedure described in the Agreement.

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

Accepted and Agreed to by:

**Siemens Medical Solutions USA Inc.**

**SSM HEALTH CARE CORPORATION**

By (sign): \_\_\_\_\_  
Name: Gregory Thudium  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By (sign): \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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

By (Sign): \_\_\_\_\_

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

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

**Quote Nr:** CPQ-949405 Rev. 1

**Terms of Payment:** Note in order Text Terms of payment  
Free On Board: Destination

**Purchasing Agreement:** IDN - SSM HEALTH PARTNERSHIP

IDN - SSM HEALTH PARTNERSHIP terms and conditions apply to Quote Nr CPQ-949405

Customer certifies, and Siemens relies upon such certification, that : (a) VIZIENT CARD-VASC - XR0705 is the sole GPO for the purchases described in this Quotation, and (b) the person signing this Quotation is fully authorized under the Customer's policies to choose and indicate for Customer such appropriate GPO.

**ARTIS icono ceiling Cardiology**

All items listed below are included for this system:

Qty	Part No.	Item Description	Extended Price
1	14465276	<p><b>ARTIS icono ceiling Cardiology</b></p> <p>ARTIS icono ceiling Cardiology adapts effortlessly to different users and cardiac procedures, reducing training times for new staff, streamlining workflows significantly, and improving procedural outcomes. This intuitive system offers advanced 2D, 3D and multimodality support for a wide variety of procedures, from routine to more complex treatment for coronary artery disease, structural heart disease and arrhythmias.</p> <p>The ceiling mounted C-arm combines flexibility and speed for a smooth positioning at any side of the patient without rotating the patient table.</p> <p>OPTIQ is a new approach to image quality and dose, to visualize new materials and smaller devices clearly with low dose.</p> <p>CaseFlows improve usability and standardization. For new and complex procedures this will help the cardiologist to focus on the procedure.</p>	\$ 361,734
1	14465321	<p><b>Omni Spin</b></p> <p>ARTIS icono ceiling Omni Spin.</p>	\$ 0
1	14455542	<p><b>Laser crosshairs</b></p> <p>Laser cross for zen40HDR and as40HDR detector, integrated into the detector housing for simplified patient positioning and for syngo Needle Guidance marking preplanned puncture point and angle.</p>	\$ 3,764
1	14465043	<p><b>Imaging System</b></p>	\$ 57,880

Qty	Part No.	Item Description	Extended Price
1	14465084	<p>Image system computer for control of system operation and image acquisition.</p> <p><b>Live 2k Imaging</b> Live 2k Imaging allows fluoroscopy, digital acquisition, and digital subtraction angiography as well as display and storage in 2k image matrix, for up to 15 fps.</p>	\$ 4,343
1	14432948	<p>The 2k image matrix allows an excellent spatial resolution. Thus, the image meets highest expectations in angiography and fulfills all prerequisites for precise diagnostics and safe interventions.</p> <p><b>Automap</b> Automatic stand positioning depending on the selected reference image and automatic reference image selection depending on the stand positioning.</p>	\$ 1,190
1	14465042	<p><b>OPTIQ with as40HDR GIGALIX</b> OPTIQ image chain with the following tube, collimator, and flat detector configuration: as40HDR detector and GIGALIX tube The as40HDR flat detector is optimized for the requirements of radiology.</p>	\$ 179,155
1	14465015	<p>The GIGALIX X-ray tube concentrates high pulse power on small, square-shaped focal spots (flat emitter technology for all focal spots). This provides unprecedented image quality for confidence in challenging situations.</p> <p><b>Multimodality Viewing</b> Supports the connection of external video sources such as Sensis/recording systems, PACS, HIS/RIS, Ultrasound, ECG, IVUS, OCT, external video, endoscope, mapping systems, and their visualization on the exam room display. Adapted to the local needs and depending on the availability of the cockpit option up to 24 external sources can be connected.</p>	\$ 51,214
1	14465217	<p><b>Large Display diagn. protection</b> 55" laminated glass protective screen for the monitor panel.</p>	\$ 4,940
1	14465030	<p><b>Large control room display</b> Large control room display - Panel: 31.5" - Resolution 3840 x 2160 - Pixel size: 0.181 x 0.181 mm - Typical contrast: max. 1000 : 1 - Max. luminance 700 cd/m2 - Calibrated luminance: 400 cd/m2 - Display area (diagonal): 800 mm - Dimensions without stand: (W x H x D) 761 x 471 x 90 mm</p>	\$ 11,087
1	14465045	<p><b>ARTIS multi-tilt table</b> ARTIS multi-tilt table ensures optimal patient positioning regardless of the procedure and patient size. With an unprecedented level of</p>	\$ 116,539

Qty	Part No.	Item Description	Extended Price
		<p>material integrity, it is suitable for even the heaviest of patients.</p> <ul style="list-style-type: none"> <li>- Maximum table load: 440 kg (970 lbs.) consisting of 280 kg (617 lbs.) for the patient, 100 kg (220 lbs.) for accessories, plus 60 kg (132 lbs.) for CPR.</li> <li>- Allows tilting in +15°/-20° and a +/-15° cradle.</li> <li>- The easy-float tabletop permits hassle-free positioning of the tabletop regardless of patient weight, mounted lower-body radiation protection and tableside modules.</li> <li>- Small table base allows upright and comfortable standing, close to the patient.</li> <li>- The Siemens unique IsoTilt functionality keeps the C-arm projection during Trendelenburg tilting.</li> <li>- Ball bearing mounted slidable accessory rails on both sides for easy positioning of control modules and accessories.</li> </ul> <p>Note: It is mandatory to provide UPS back up with this table option in order to comply with IEC 60601-2-43 CL. 201.15.101.</p> <p>Reason: In the event of power failure a neutral table position suitable for CPR must be reachable within 15 seconds. A suitable UPS from Siemens as required must be included in your order unless an existing / planned UPS provision for your installation site will satisfy the requirement.</p>	
1	14455544	<p><b>Tabletop - narrow</b> Narrow-shaped carbon fiber patient positioning tabletop with head-end recess. Ideal for cardiological and neuro-interventional applications.</p> <p>Intended only for use with ARTIS tables.</p>	\$ 6,179
1	14455548	<p><b>Mattress - thick</b> Matching, special-foam mattress, 7 cm, incl. a latex-free cover. This visco-elastic comfort mattress reacts to temperature and has the special property of adapting to the individual body shape under the influence of body weight and heat. Mattress thickness: 70 ± 5 mm / 2.8" ± 0.2"</p>	\$ 1,638
1	14465054	<p><b>Oper. contr. ARTIS table</b> For an ideal workflow, full system operation can be performed directly at the table side.</p>	\$ 12,181
1	14465069	<p><b>1st 4 pedal cable footswitch</b></p>	\$ 1,200

Qty	Part No.	Item Description	Extended Price
1	14465049	<p>Wired 4-pedal footswitch for release of fluoroscopy, acquisition, and tabletop brake (with ARTIS table), as well as configurable control function.</p> <p><b>2nd 4 pedal wireless footswitch</b></p> <p>Additional wireless 4-pedal footswitch for release of fluoroscopy, acquisition, and tabletop brake (with ARTIS table), as well as configurable control function.</p>	\$ 3,730
1	14440419	<p><b>Cable clips ECG</b></p> <p>Cable clips for securing the ECG cable to the patient tabletop. It includes 10 cable clips.</p>	\$ 32
1	14465062	<p>Intended only for use with Artis / ARTIS tables.</p> <p><b>Infusion bottle holder</b></p> <p>This infusion bottle holder can be mounted at the accessory rail of the patient table. It holds up to 4 infusion bottles. It includes an infusion bottle holder made of stainless steel with 4 retaining rings.</p>	\$ 268
1	14455916	<p>Intended only for use with Artis/ARTIS tables.</p> <p><b>Spacer Rail</b></p> <p>This is an accessory rail for attachment of tableside rail equipment (for use with an extended lateral moving tabletop). This accessory allows tableside mounted equipment, to be used on a table featuring extended lateral tabletop movement. Rail accessories which would strike the table pedestal, are positioned outside of this movement range.</p>	\$ 1,800
1	14440459	<p>Weight: 4.7 kg Dimensions: 65 cm (L) x 10 cm (W) x 4.4 cm (H)</p> <p><b>Arm rest</b></p> <p>Arm support used for the arm approach. Length: 1 m (39.4"). Slides underneath the patient mattress and is held in position by the patient's weight.</p> <p>Made of radiolucent carbon fiber material which is easy to clean. It includes two additional support pads of two different heights (4 and 7 cm).</p> <ul style="list-style-type: none"> <li>- Length pad: 60 cm / 23.62"</li> <li>- Width: 9 to 20 cm / 3.54" to 7.87"</li> <li>- Maximum weight: 5 kg (11.02 lbs.)</li> <li>- Weight (with pads): 2.1 kg / 4.63 lbs.</li> </ul> <p>Only for use with Artis / ARTIS tables.</p>	\$ 1,056

Qty	Part No.	Item Description	Extended Price
1	14440460	<p><b>Arm holder (pair)</b> The patient's arms can be comfortably placed along the body using these two arm holders. They slide underneath the patient mattress and is held in position by the patient's weight. It includes two pairs of arm holders of different length (540 mm / 690 mm - 21.2" / 27.2") and height (85 mm / 115 mm - 3.35" / 4.53"), suitable both for thick and thin patient mattresses.</p>	\$ 388
1	14465056	<p>Intended only for use with Artis / ARTIS tables.</p> <p><b>Abdomen radiation prot. IR</b> This radiation shield protects the user from scattered radiation when standing at the table side. It can be attached to the accessory rails either on the right or on the left side of the patient positioning table. It provides the user an additional accessory rail. It includes a basic unit (89 cm x 75 cm / 35" x 29.5" (l x h); one lower body radiation protection pivot swivel element (48 cm x 75 cm / 18.9" x 30.3" (l x h); one flip down element 57 cm x 33cm / 22.4" x 12.99" (l x h), and two clip-on units ( 27 cm x 33 cm / 10.6" x 12.99", and 27 cm x 25 cm / 10.6" x 9.8") with a lead of 0.5 mm / 0.02" Pb.</p> <p>The maximum load of the accessory rails is 20 kg (44.1 lb).</p> <p>Intended only for use with ARTIS tables. It provides a distance of 7cm to prevent the collision with the table base in case of maximum penning.</p>	\$ 4,699
1	14434157	<p><b>Moveable upper body rad. protection</b> This radiation shield protects the user from scattered radiation. It includes a ceiling rail (4 m / 157.5"), a ceiling mounted and movable stand (80 cm or 57 cm / 31.5" or 22.4"), a support arm (94 cm x 91 cm / 37" x 35.8") and an acrylic glass.</p> <p>The shield is made of acrylic glass with lead equivalent of 0.5 mm (w x h: 61 cm x 76 cm / 24" x 29.9"), which can pivot and rotate around a fixed point with a range of 360 degrees.</p> <p>The operation range is limited when used with Artis floor/biplane MN. Max. weight: 18 kg / 39.68 lbs.</p>	\$ 6,363
1	14440512	<p><b>LED Exam Light</b> Ceiling-mounted, flexible positionable examination light with focusable light system. It is fully integrated into the ceiling-installed radiation protection mounting unit.</p> <p>- Luminance:</p>	\$ 5,078



Qty	Part No.	Item Description	Extended Price
1	14465144	<p>Min 70.000 Lux for 100 cm / 39.4" distance</p> <ul style="list-style-type: none"> <li>- Working distance: 70 to 140 cm / 27.6" to 55.1"</li> <li>- Focusable light field: 14 to 25 cm / 5.5" to 9.8"</li> <li>- Color rendering index Ra at 4500 Kelvin: min. 95</li> <li>- Color temperature: 4,100+-200 Kelvin</li> <li>- Total input power: Max. 24 VA</li> </ul> <p><b>DSA acquisition mode</b></p> <p>Digital subtraction angiography with up to 30 f/s in 1k/16-bit matrix is available.</p> <p>Automatic pixel-shift processing for most accurate subtracted image display during Roadmap and DSA based on real time movement detection and compensation.</p>	\$ 23,578
1	14465017	<p>OPTIQ Roadmap comes with enhanced image quality improvements at reduced radiation dose. Several directly accessible features ease the workflow and save time.</p> <p><b>CLEARstent Live - advanced package</b></p> <p>The CLEARstent imaging function allows an improved display of fine stent structures, i.e., the grid of inflated stents. CLEARstent is a post-processing stent enhancement and may be used also on previously acquired images.</p> <p>PACS compatibility for review on any DICOM. The CLEARstent algorithm detects two markers of a balloon or stent markers and aligns all frames from a series with a minimum of 25 frames.</p> <p>CLEARstent Live is a real-time stent enhancement tool and provides a stabilized view of the moving stent which is displayed on the Assist/Reference Monitor.</p> <p>CLEARstent Live allows real-time verification of stent positioning while moving the device. This enables the physician to precisely position the stent in relation to the anatomy of the heart and stents that already have been implanted.</p> <p>As a very new feature capability CLEARstent Live now also offers the option to enhance the region of interest (ROI). This is done by applying a special image processing in the ROI and overlaying it onto the original scene while preserving the live image outside of the enhanced area.</p> <p>Additionally, the Last Image Hold (LIH) of the CSL scene may be stored as a reference image. This might make an extra acquisition for getting a ref image (e.g., CLEARstent acquisition) obsolete.</p>	\$ 6,384

Qty	Part No.	Item Description	Extended Price
1	14465205	Contains both CLEARstent Live license and CLEARstent license. <b>PERISTEPPING / PERIVISION</b> C-arm stepping for real-time bolus chasing.	\$ 19,433
1	14465096	Peripheral digital angiography with stepping and online subtraction display. <b>QVA Vascular analysis</b> Vessel analysis with determination of degree of stenosis, distance measurement and calibration.	\$ 4,634
1	14440411	<b>Intercom - Comfort</b> Intercom system for communication between examination room and control room.  It includes: - A microphone with a control box for the control room. - A microphone with an adaptive acoustic filter for background noise suppression for the examination room. - A footswitch for conversation selection for the examination room.	\$ 831
1	14465141	<b>OEM recording system interface</b> Cable connection to an OEM measurement system.  Holder for the ECG interface when using an OEM measurement system in the examination room.	\$ 1,117
1	14465124	Recording, storage, and display of an ECG lead. Displayed together with the image information on a single monitor. <b>Operation in the control room</b> Preparation for system operation from control room.	\$ 3,153
1	14465095	<b>Op. ctrl. - handswitch (C-Room)</b> Additional handswitch for radiation release and additional control functions.	\$ 591
1	14465590	<b>Large Display plus two</b> Preparation for the Large Display on a ceiling-mounted, longitudinally mobile, swiveling, rotating, and height-adjustable display holder in the examination room.  This preparation contains the possibility to mount up to two additional displays (up to 24") next to the Large Display.  Note: If a Large Display is selected, the Artis basic configuration includes a connection kit for the Large Display.	\$ 82,289

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Qty	Part No.	Item Description	Extended Price
1	AXA_PR_ICONC MULTI	<p>The panel type of the Large Display can be chosen with a separate position.</p> <p><b>IconoCeiling w multitilt table promotion</b> Promotional incentive to be used for configurations including the combination of an ARTIS icono ceilingmounted imaging system in combination with the ARTIS multitilt table. No other Promos can be combined. Must include one or more of the following: POS contract, Book &amp; Bill, Multi-unit purchase. Required Part Numbers: One of 14465276, 14465279, 14465277, 14465280, 14465278, 14465281, AND 14465045</p>	- \$ 50,000
1	AXA_RIG_ICON O_SP	<b>Standard Rigging icono SP</b>	\$ 15,392
1	AXA_IRCA_CM_ BD_LV1	<p><b>Angiography Ceiling Edu Package</b> This Angiography Interventional Radiology &amp; Interventional Cardiology education package for ceiling-mounted systems includes: - Dedicated Siemens Education Consultant: partnering with your Education Coordinator to create a blended education curriculum adapted to your facility's individual needs. Designed for your team to maximize their confidence and competence on your system. The education will be delivered in four (4) phases: 1) Pre-Installation: Customized Education Plan (CEP) tailored to your sites experience level and case types. On-site Customization: optimizing system hardware, software, workflow and operating safety consistent with the cleared use of the system. Training needs assessed on hardware and software options, system positions, 2D/3D imaging, post-processing techniques and ongoing procedure support. 2) Pre-Go Live: blend of virtual courses &amp; instructor-led classroom training. 3) Go Live: minimum of (2) 28-hour onsite clinical applications sessions, guiding staff members, reinforcing concepts and practices acquired during pre-training. 4) Warranty /Post-Go Live: continuation of the CEP delivery. Ongoing case support for complex procedures, requests are subject to availability. Parties will mutually agree on deliverables and scheduling of the requested training. This educational offering must be utilized within 12 months following install end date. If this offering is not completed within the applicable time period, Siemens obligation to provide the training will expire without refund and is non transferable.</p>	\$ 53,248
1	EPW935515UP S	<p><b>Eaton Powerware 9355 15 kVA UPS</b> Includes UPS, battery, maintenance bypass panel, and one year on-site parts and labor coverage (24x7) by Eaton Powerware. This UPS is recommended when protection and uninterruptible power is required for the Artis' C-arm and table. Emergency fluoroscopy is not available with this UPS. If emergency fluoroscopy is required, the 9390 - 160 kVA UPS is recommended for the full system. One UPS per lab.</p>	\$ 24,949

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Qty	Part No.	Item Description	Extended Price
2	GEL1040136601 278	<p>Additional seismic brackets are required to make this system OSHPD approved.</p> <p><b>Black anti-fatigue mat 36x60</b> Black NewLife EcoPro anti-fatigue mat (36 inches x 60 inches), 3/4 inch polyurethane foam, fluid and dirt resistant with anti-micorbial properties, matte textured surface.</p> <p>The ultimate employee benefit for workers who stand, are ergonomically designed to provide the perfect balance of premium comfort and optimal support. Proprietary Cellulon®Polyurethane Technology stands up to the tough demands of commercial environments while providing lasting comfort that won't bottom out over time. This eco-friendly line of anti-fatigue mats is certified by the National Floor Safety Institute for its high traction bottom surface.</p>	\$ 520
1	AXA_ADDL_RIG GING	<b>Additional Rigging AXA \$28,000</b>	\$ 28,000
1	AXA_TRADE_IN _ALLOW	<b>Trade-in of a GE Innova 3100, Project 2025-0238, Deinstall/Expiration 09/30/2025, Free Pull (\$1)</b>	- \$ 1
<b>System Total</b>			<b>\$ 1,050,576</b>

**OPTIONS on Quote Nr : CPQ-949405 Rev. 1**

**OPTIONS for ARTIS icono ceiling Cardiology**

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	BART700PEDL	<p><b>Mark 7 Arterion, Pedestal System</b></p> <p>The Arterion Mark 7 Pedestal contrast medium injector can be positioned anywhere at the patient positioning table on a mobile unit, for direct operation of all functions in the examination room.</p> <p>The injector system includes:                      A mobile pedestal stand with electronics unit, a contrast medium heater and a connection cable to the manual release.                      A support arm with injector head and a control lever for moving the injector head.                      A user control console with large touch screen and corresponding additional monitoring display on the injector head.</p> <p>Functions                      Pressure limitation:                      for 150 ml syringes 689 to 8273 kPa,                      corresponds to 100 to 1200 psi. .</p> <p>Flow rates for 150 ml syringes:                      0.1 to 45 ml/s in increments of 0.1 ml/s                      0.1 to 59.9 ml/min in increments of 0.1 ml/min                      rise/fall: 0 to 9.9 s in increments of 0.1 seconds</p> <p>Release delay for injection or radiation:                      0 to 99.9 s in increments of 0.1 s.</p> <p>Adjustable volume for 150 ml syringes:                      1 ml to the max. syringe capacity in increments of 1 ml.</p> <p>Fill rate:                      Variable syringe filling speed 1-20ml/s.</p> <p>Injection protocols:                      Up to 40 injection protocols possible.</p>	<b>+ \$ 29,016</b>	_____

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Qty	Part No.	Item Description	Extended Price	Initial to Accept
		Parameters currently displayed on the touch screen display and on the head display: Injection speed Injection volume Remaining volume Injection duration Applied pressure  Contrast medium heating: Nominal 35°C (95°F)+-5°C (9°F)  Injection data memory Up to 50 injection data items stored  Included in the scope of delivery Injector standard configuration 150 ml SIEMENS interface cable Operator Manual Service manual (English).  Power supply 200 V to 250 V; 50/60 Hz.		
1	BINSART700P	<b>Arterion Pedestal Install</b>	<b>+ \$ 1,606</b>	_____
1	14465038	<b>syngo Valve Guide Engine</b> Application software for reconstruction, post-processing and handling of 3D information including specific applications to support valve implantation or replacement procedures like TAVI/TAVR.  The package includes the following functionalities:  - 3D high-contrast and CT-like soft-tissue imaging (syngo DynaCT and syngo DynaCT Cardiac untriggered).  - syngo DynaCT Cardiac uses proven algorithms to perform 3D-reconstruction of ventricles and vessels of the heart from projection images of a rotational angiography.  - syngo DynaCT Cardiac uses proven algorithms to perform 3D-reconstruction of ventricles and vessels of the heart from projection images of a rotational angiography.  - 3D Roadmap for dynamic overlay of	<b>+ \$ 77,683</b>	_____

Qty	Part No.	Item Description	Extended Price	Initial to Accept
1	14465134	<p>planning data and 3D volumes on live fluoroscopy workflow support for valve implantation or replacement.</p> <ul style="list-style-type: none"> <li>- In-room control for table-side operation of advanced applications.</li> <li>- 3D Wizard for expert step-by-step guidance in 3D acquisition.</li> <li>- Parallel patient processing capabilities.</li> <li>- Fusion functionality for integration of pre-interventional 3D datasets also from other modalities into the Angio-room.</li> <li>- Marking of points or lines on the 3D geometry or MPRs and overlay of these markings on live fluoroscopy.</li> </ul> <p><b>syngo Embolization Guidance</b> syngo Embolization Guidance is an application for planning and performing embolizations.</p> <p>By manually marking a proximal start- and one or multiple distal target vessel point(s) in a syngo DynaCT, CTA or MRA dataset, the algorithm determines the course of the vessel (tree) that connects the start with the target point(s). Functionality for tumor segmentation with automatic tumor volume computation is available in addition. Segmented structures can be overlaid with live 2D imaging for guidance during the procedure.</p> <p>In combination with syngo DynaCT ( ≥200° acquisition) or CT dataset with intra-arterial injection, the easy one-click syngo Embolization Guidance application automatically detects and highlights tumor-feeding vessels for targeted embolization of the liver – supporting complete tumor embolization, which is important for an effective and safe treatment.</p>	+ \$ 7,029	_____
1	14455928	<p><b>IntraSight Cable Set</b> Cable set for operating the Philips IntraSight Ultrasound System in combination with Artis VE systems.</p>	+ \$ 7,657	_____
1	14465097	<p><b>LV Analysis</b> Analysis of the left ventricular function of the heart. With ARTIS icono SW version VE21 and higher LVA</p>	+ \$ 7,535	_____

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<b>Qty</b>	<b>Part No.</b>	<b>Item Description</b>	<b>Extended Price</b>	<b>Initial to Accept</b>
		is available as the optional feature "QuantWeb LVA". QuantWeb LVA is part of syngo application software and can be deployed on the imaging system.		



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

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

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

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

## Siemens Medical Solutions USA, Inc. General Terms and Conditions

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### 1. GENERAL

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

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

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

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

### 2. PRICES

**2.1 Quotations.** Unless otherwise agreed to in writing or set forth in the quotation, all prices quoted by Seller and amounts payable by Purchaser are in U.S. dollars, and include Seller's standard packaging. The prices quoted to 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. Payment shall be made via check or ACH/Wire; any use of alternative payment method must be approved in advance by Seller and may include any applicable services charges.

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

### 3. TAXES

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

### 4. TERMS OF PAYMENT; DEFAULT

**4.1 Payments; Due Date.** Payment shall be made in accordance with the 'Terms of Payment' reflected in the quotation detailed above based upon Purchaser's group purchasing organization ("GPO") affiliation as of the date of the quotation. In the event no terms of payment are detailed in the quotation above, then Purchaser shall pay Seller as follows: an initial deposit of 10% of the purchase price for each Product is due upon submission of the purchase order, an additional 80% of the purchase price is due upon delivery of each Product, and the final 10% of the purchase price is due upon completion of installation or when the Products are available for first patient use, whichever occurs first. Unless otherwise agreed, all payments other

than the initial deposit are due net thirty (30) days from the date of invoice. Seller shall have no obligation to complete installation until the payment due upon delivery is received. Partial shipments shall be billed as made, and payments for such shipments will be made in accordance with the foregoing payment terms.

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

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

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

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

Upon the occurrence of any event of default, at Seller's election: (a) the entire amount of any indebtedness and obligation due Seller under this Agreement and interest thereon shall become immediately due and payable; (b) Seller may suspend the performance of any of Seller's obligations hereunder, including, but not limited to, obligations relating to delivery, installation and warranty services; (c) Purchaser shall put Seller in possession of the Products upon demand; (d) Seller may sell or otherwise dispose of all or any part of the Products and apply the proceeds thereof against any indebtedness or obligation of Purchaser under this Agreement; and/or (e) if this Agreement or any indebtedness or obligation of Purchaser under this Agreement is referred to an attorney for collection or realization, Purchaser shall pay to Seller all

costs of collection and realization (including, without limitation, a reasonable sum for attorneys' fees); and Purchaser shall pay any deficiency remaining after collection of or realization by Seller on the Products. In addition, Seller may terminate this Agreement upon written notice to Purchaser in the event that Purchaser is not approved for credit or upon the occurrence of any material adverse change in the financial condition or business operations of Purchaser.

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

## 5. EXPORT TERMS

**5.1** Purchaser shall comply with all applicable sanctions, embargoes, and (re-)export control laws and regulations and, in any event with those of the United States of America and any locally applicable jurisdiction (collectively "Export Regulations").

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

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

## 6. DELIVERY, RISK OF LOSS

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

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

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

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

(c) All freight charges and other transportation, packing and insurance costs, license fees, custom duties and other similar charges shall be the sole responsibility of Purchaser unless included in the purchase price of the Products or shown as included in the quotation or otherwise agreed to in writing by Seller. In the event of any loss or damage to any of the Products during shipment, Seller and Purchaser shall cooperate in making any insurance claim.

## 7. SECURITY INTEREST/FILING

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

## 8. CHANGES, CANCELLATION, AND RETURN

**8.1** Orders accepted by Seller are not subject to change except upon Seller's written agreement.

**8.2** Orders accepted by Seller are non-cancellable by Purchaser except upon Seller's written consent and payment by Purchaser of a cancellation charge equal to 10% of the price of the affected Products, plus any shipping, insurance, inspection and refurbishment charges; the cost of providing any training, education, site evaluation or other services completed by Seller; and any return, cancellation or restocking fees with respect to any Third Party Products ordered by Seller on behalf of Purchaser. Seller may retain any payments received from Purchaser up to the amount of the cancellation charge. In no event can an order be

cancelled by Purchaser or Products be returned to Seller after shipment.

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

## 9. FORCE MAJEURE

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

## 10. WARRANTY

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

**10.2** No warranty extended by Seller shall apply to any Products which have been damaged by fire, accident, misuse, abuse, negligence, improper application or alteration or by a force majeure occurrence as described in Section 9 hereof or by the Purchaser's failure to operate the Products in accordance with the manufacturer's

instructions or to maintain the recommended operating environment and line conditions; which are defective due to unauthorized attempts to repair, relocate, maintain, service, add to or modify the Products by the Purchaser or any third party or due to the attachment and/or use of non-Seller supplied parts, equipment or software without Seller's prior written approval; which failed due to causes from within non-Seller supplied equipment, parts or software including, but not limited to, problems with the Purchaser's network; or which have been damaged from the use of operating supplies or consumable parts not approved by Seller. In addition, there is no warranty coverage for any transducer or probe failure due to events such as cracking from high impact drops, cable rupture from rolling equipment over the cable, delamination from cleaning with inappropriate solutions, or TEE bite marks. Seller may effectuate any repairs at Purchaser's facility, and Purchaser shall furnish Seller safe and sufficient access for such repair. Repair or replacement may be with parts or products that are new, used or refurbished. Repairs or replacements shall not interrupt, extend or prolong the term of the warranty. Purchaser shall, upon Seller's request, return the non-complying Product or part to Seller with all transportation charges prepaid, but shall not return any Product or part to Seller without Seller's prior written authorization. Purchaser shall pay Seller its normal charges for service and parts for any inspection, repair or replacement that falls outside of Seller's warranty. Seller's warranty does not apply to consumable materials, disposables, supplies, accessories and collateral equipment, except as specifically stated in writing or as otherwise set forth in the Product Warranty.

**10.3** This warranty is made on condition that immediate written notice of any noncompliance be given to Seller and Seller's inspection reveals that Purchaser's claim is covered under the terms of the warranty (i.e., that the noncompliance is due to traceable defects in original materials and/or workmanship).

**10.4** Purchaser shall provide Seller with both on-site and remote access to the Products. The remote access shall be provided through the Seller's Smart Remote Services software in accordance with the Smart Remote Services Schedule attached hereto and incorporated herein.

**10.5** Warranty service will be provided without charge during Seller's regular working hours (8:30-5:00), Monday through Friday, except Seller's recognized holidays, unless otherwise agreed to in writing by both parties. If Purchaser requires that service be performed outside these hours, such service can be made available at an additional charge, at Seller's then current rates. The obligations of Seller described in this Section are Seller's only obligations and Purchaser's sole and exclusive remedy for a breach of product warranty.

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

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

## **11. LIMITATION OF LIABILITY**

**11.1** In no event shall Seller's liability hereunder exceed the actual loss or damage sustained by Purchaser, up to the purchase price of the Products. The foregoing limitation of liability shall not apply to claims for bodily injury or damages to real property or tangible personal property to the extent arising from Seller's negligence or a product defect.

**11.2 SELLER SHALL NOT BE LIABLE FOR ANY LOSS OF USE, REVENUE OR ANTICIPATED PROFITS; COST OF SUBSTITUTE PRODUCTS OR SERVICES; LOSS OF STORED, TRANSMITTED OR RECORDED DATA; OR FOR ANY INDIRECT, INCIDENTAL, UNFORESEEN, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY OR FORM OF ACTION, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY THEREOF, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SALE OR USE OF THE PRODUCTS. THE FOREGOING IS A SEPARATE, ESSENTIAL TERM OF THIS AGREEMENT AND SHALL BE EFFECTIVE UPON THE FAILURE OF ANY REMEDY, EXCLUSIVE OR NOT.**

## **12. INSTALLATION - ADDITIONAL CHARGES**

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



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

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

**12.3 Purchaser's Obligations.** Purchaser shall, at its expense, provide all proper and necessary labor and materials for plumbing service, carpentry work, conduit wiring, and other preparations required for such installation and connection. All such labor and materials shall be completed and available at the time of delivery of the Products so that Seller may commence with installation and final calibration without delay. Additionally, Purchaser shall provide free access to the installation site and, if necessary, safe and secure space for storage of Products and equipment prior to installation by Seller. Purchaser shall be responsible, at its sole cost and expense, for obtaining all permits, licenses and approvals required by any federal, state or local authorities in connection with the installation and operation of the Products, including but not limited to any certificate of need and zoning variances. Purchaser shall provide a suitable environment for the Products and shall ensure that its premises are free of hazardous conditions and any concealed or dangerous conditions and that all site requirements are met at time of delivery. Seller shall delay installation of the Products until Purchaser has completed the removal of any hazardous materials and has taken any other precautions and completed any other pre-installation work required by applicable regulations and/or Seller specifications; and Purchaser shall reimburse Seller for any increased costs and expenses incurred by Seller that are the result of or are caused by such delay. In the event that Purchaser requests delivery prior to the completion of its site readiness obligations, Purchaser assumes all risk of damage or loss to the Products associated with such early delivery and shall reimburse Seller for any increased costs and expenses incurred by Seller that are the result of or are caused by any such early delivery. In the event the delivery of the Products is delayed without prior written approval by Seller by more than forty-five (45) calendar days from the scheduled delivery date in accordance with Section 6.1 herein due to Purchaser's failure to complete all requisite pre-installation work or Purchaser's refusal to accept delivery, then the Products

shall be deemed installed on the scheduled delivery date for the purposes of Section 10.1 herein.

In the event that Seller is requested to supervise the installation of the Products, it remains the Purchaser's responsibility to comply with local regulations. Seller is not an architect and all drawings furnished by Seller are not construction drawings. If local labor conditions, including a requirement to use union labor, require the use of non-Seller employees to participate in the installation of the Product or otherwise causes delays or any additional expenses, then any such additional costs shall be at Purchaser's expense.

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

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

### 13. PATENT, COPYRIGHT AND OTHER INFRINGEMENT CLAIMS

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

**13.2 Infringement by Purchaser.** If some or all of the Products sold hereunder are made by Seller pursuant to drawings or specifications furnished by Purchaser, or if Purchaser modifies or combines, operates or uses the Products other than as specified by Seller or with any product, data, software, apparatus or program not provided

or approved by Seller, then the indemnity obligation of Seller under Section 13.1 shall be null and void.

#### 14. DESIGNS AND TRADE SECRETS; LICENSE; CONFIDENTIALITY

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

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

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

#### 15. ASSIGNMENT

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

#### 16. COSTS AND FEES

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

#### 17. MODIFICATION

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

#### 18. GOVERNING LAW; WAIVER OF JURY TRIAL

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

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

#### 19. COST REPORTING

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

#### 20. INTEGRATION

20.1 These terms and conditions, including any attachments or other documents incorporated by reference herein, constitute the entire, complete and exclusive statement of agreement with respect to the subject matter hereof, and supersede any and all prior agreements, understandings and communications between the parties with respect to the Products. Purchaser's additional or different terms and conditions stated in a purchase order, bid documents or any other document issued by Purchaser are specifically rejected and shall not apply to the transactions contemplated under this Agreement. In the event Purchaser's GPO affiliation is identified in the 'Purchasing Agreement' section of the quotation, then the terms of such GPO agreement to which Purchaser is a participating member shall apply as identified, provided that in the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of any applicable GPO agreement to which Purchaser is a participating member, the terms and conditions of this Agreement shall control.

#### 21. SEVERABILITY; HEADINGS

21.1 No provision of this Agreement which may be deemed unenforceable will in any way invalidate any other



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

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

portion or provision of this Agreement. Section headings are for convenience only and have no substantive effect.

## 22. WAIVER

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

## 23. NOTICES

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

## 24. RIGHTS CUMULATIVE

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

## 25. END USER CERTIFICATION

**25.1** Purchaser represents, warrants and covenants that it is acquiring the Products for its own end use and not for reselling, leasing or transferring to a third party (except for lease-back financing arrangements that have been approved by Seller).

## 26. ACCESS TO BOOKS AND RECORDS

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

records of said related organization that are necessary to certify the nature and extent of cost incurred by Purchaser for such Product or service.

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### **Smart Remote Services Schedule To the Terms and Conditions of Sale**

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

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

<https://marketing.webassets.siemens-healthineers.com/4275155d5aa2ce02/a0226f9a8dd8/Smart-Remote-Services-Security-Concept-V10.pdf>

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

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

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

b. Access to Data and Use of Data. Purchaser hereby irrevocably permits Seller and its affiliates to use for their own business, product surveillance, research or development purposes (e.g. determine trends of usage products and services, improvement of products, services and software), for facilitating and advising on continued and sustained use of products and services, substantiation of aggregated product and services marketing claims and for

benchmarking purposes, without restrictions in terms of time, transferability, replication, location or content: (i) Technical Data that is collected via the SRS Connection; and (ii) Smart Technical Data that is collected via the SRS Connection from the Applicable Equipment.

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

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

- (i) network scanning or penetration testing shall not be performed during clinical use of the Products and should optionally be scheduled, with Seller assistance, during downtime;
- (ii) the system configuration and/or IT Security controls of the Products as stated in the MDS2 and/or Security Whitepaper provided or made available by Seller at, or prior to, the time of purchase must not be modified;
- (iii) if during the deployment of the Products, Vulnerabilities are identified by Purchaser, Purchaser shall align with Seller regarding the severity of the Vulnerabilities taking into account the individual Products attributes and intended operating environment and shall not refuse acceptance of the Products, if the Vulnerability is classified as 'low' by Seller using the Common Vulnerability Scoring System ("CVSS"); and
- (iv) Seller's initial response to Purchaser's inquiry on a Vulnerability will be within fifteen (15) days. Seller will

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

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

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

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

(viii) Purchaser shall notify Seller without delay in case of suspected or actual Cyberthreats or Vulnerabilities of the Products. Disclosure by Purchaser of such

information to third parties during the immediately following sixty (60) day period requires prior written consent by Seller.

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

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

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

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

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

be chargeable (e.g., travel, labor, and sometimes charges for parts) depending on Update.

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

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

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

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

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

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

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

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

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

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

**“Licensor”** shall mean Siemens Medical Solutions USA, Inc.

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

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

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

**SIEMENS REPRESENTATIVE**  
Gregory Thudium - +1 (314) 604-8452  
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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) any radioactive sources and other hazardous materials are removed from the equipment (iv) equipment has been wiped down and decontaminated of any blood or other potentially infectious materials (v) the equipment, including all updates, upgrades, modifications, enhancements, revisions, software, S/W disks and manuals, shall be returned to Siemens in good operating condition, reasonable wear and tear excepted, and (vi) to the extent not prohibited by applicable law, Purchaser shall indemnify and hold Seller harmless from and against any and all claims, demands, causes of action, damages, liability, costs and expenses (including reasonable attorney's fees) resulting or arising from Purchaser's failure to comply with item (i) above.

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

### AT Warranty Information

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

Post System Warranty for T&M Spare Parts <sup>3</sup>			
Spare Parts (excluding key components)	Period of Warranty	Coverage <sup>5</sup>	Special Conditions
Consumables	Not covered		
Spare parts	6 months	Full credit (100%) wear/failure parts only.	
Key Components	Period of Warranty	Coverage <sup>5</sup>	Special Conditions
All AT Flat Panel Detectors (Includes HDR, Q.zen, and Pixium, PaxScan, Canon)	12 months	Full credit (100%) wear/failure parts only.	
Image Intensifier Tubes (Sirecon, Optilux)	12 months	Full credit (100%) wear/failure parts only.	
Megalix Cat Plus Tube	12 months	Full credit (100%) wear/failure or 80,000 SLU <sup>4</sup> whichever occurs first, parts only.	
Gigalix Tube	12 months	Full credit (100%) wear/failure or 100,000 SLU <sup>4</sup> whichever occurs first, parts only.	
Single tank tubes (Polyphos, P125-135 Sirephos, SR)	12 months	Full credit (100%) wear/failure parts only.	
Single Tank X-Ray Tubes (Powerphos)	12 months	Up to 12 months prorated credit (wear/failure) or 80,000 SLU <sup>4</sup> whichever occurs first, parts only.	Credit percentage = (12 - months in use)/12*100

1. Period of Warranty commences from the date of first use or completion of installation, whichever occurs first. In the event the completion of installation is delayed for reasons beyond Siemens' control, the stated warranty period shall commence 60 days after delivery of equipment.
2. If a part is replaced during the 12-month system warranty, that part will be covered. However, the replaced part will not carry a separate warranty.
3. Replacement spare parts warranty commences from the date of Siemens' invoice.
4. SLU: Siemens Load Unit (1 exposure or 2 seconds cine DCM (Digital Cine Mode) or 15 seconds Digital Pulsed Fluoroscopy (DPF).
5. If the cause of failure on a returned part is determined to be from damage or negligence, the warranty is voided.

**Note for Federal Government Customers Only:** No warranty extended by Contractor shall apply to any products which have been damaged by fire, accident, misuse, abuse, negligence, improper application or alteration or by a force majeure occurrence or by the Customer's failure to operate the products in accordance with the manufacturer's instructions or to

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

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

maintain the recommended operating environment and line conditions; which are defective due to unauthorized attempts to repair, relocate, maintain, service, add to or modify the products by the Customer or any third party or due to the attachment and/or use of non-Contractor supplied parts, equipment or software without Contractor's prior written approval; which failed due to causes from within non-Contractor supplied equipment, parts or software including, but not limited to, problems with the Customer's network; or which have been damaged from the use of operating supplies or consumable parts not approved by Contractor. In addition, there is no warranty coverage for any transducer or probe failure due to events such as cracking from high impact drops, cable rupture from rolling equipment over the cable, delamination from cleaning with inappropriate solutions, or TEE bite marks.

## Detailed Technical Specifications

### ARTIS icono ceiling Cardiology

Part No./Product	Description
<p><b>14465276</b> <b>ARTIS icono ceiling Cardiology</b></p>	<p>ARTIS icono ceiling Cardiology adapts effortlessly to different users and cardiac procedures, reducing training times for new staff, streamlining workflows significantly, and improving procedural outcomes. This intuitive system offers advanced 2D, 3D and multimodality support for a wide variety of procedures, from routine to more complex treatment for coronary artery disease, structural heart disease and arrhythmias.</p> <p>The ceiling mounted C-arm combines flexibility and speed for a smooth positioning at any side of the patient without rotating the patient table.</p> <p>OPTIQ is a new approach to image quality and dose, to visualize new materials and smaller devices clearly with low dose.</p> <p>CaseFlows improve usability and standardization. For new and complex procedures this will help the cardiologist to focus on the procedure.</p> <p><b>ARTIS icono ceiling stand</b></p> <p><b>System description</b></p> <ul style="list-style-type: none"> <li>- Up to 30 system positions and up to 50 user-defined working positions as well as 3 direct positions can be stored and recalled from table side. An explanatory name can be assigned to the user-defined working positions to simplify their identification and selection.</li> <li>- Intelligent, computer-aided collision monitoring ICP (Intelligent Collision Protection).</li> <li>- One joystick for patient angle-oriented operation of C-arm angulation and flat detector movements, one separate joystick for transversal C-arm movements.</li> <li>- Stand rotation motorized <math>\pm 135^\circ</math></li> <li>- Longitudinal stand movement motorized 262cm (with short rails), 369cm (with long rails).</li> <li>- C-arm oblique projections max. <math>330^\circ</math> in the rotational direction and <math>200^\circ</math> in the orbital direction.</li> <li>- Variable C-arm speed up to <math>20^\circ/s</math>; automated runs up to <math>100^\circ/s</math>.</li> <li>- Variable focal-spot-to-detector distance between 94 cm to 124 cm.</li> <li>- Isocenter-floor distance 108 cm</li> <li>- Focus-isocenter distance 78.5 cm</li> </ul> <p><b>Operating modes</b></p> <p><u>Fluoroscopy</u> Digital pulsed fluoroscopy with pulse frequencies of 0.5 up to 30 p/s in 1k matrix. Overlay fade: On-line overlay of the reference image onto the active fluoroscopy. This improves efficiency and safety during interventional procedures because additional information which is clinically necessary can be displayed directly in the live fluoroscopy image.</p> <p><u>Card acquisition</u> Image acquisition for single images and series up to 30 frames per second which helps to visualize a moving heart. Acquisition, display, and storage are performed in original matrix.</p>

Part No./Product	Description
	<p>For all operating modes the following bit depth applies: Detector readout and image processing in 16-bit. DICOM image storage in 12-bit.</p> <p><b>Case Flows</b> ARTIS icono is offering Case Flows, a sequence of system settings matching the diagnostic steps and treatment path. Case Flows provide flexibility in the execution of sequences, adapting to needs and situation. Case Flows can be used for standardized procedure execution across multiple ARTIS icono labs with the potential to reduce imaging variations. Case Flows support new team members and rotating staff to get faster up to speed. The following system settings can be adjusted with Case Flows to match situational needs: imaging parameter, C-arm position, SID, system position, zoom factor, filter/collimation, and display layout.</p> <p><b>OPTIQ</b> OPTIQ introduces a new image intelligence in X-ray regulation: The conventional detector dose exposure control is replaced by a contrast driven technique for unleashed IQ parameter combinations. For a given procedure and patient the personal OPTIQ Flavor and preferences can be selected. OPTIQ keeps the pre-set definition of sharpness and contrast constant during the entire procedure and even reveals finest vessels and structures, when necessary. This results in constant image quality at significant dose savings allowing to focus on the procedure – independent of patient attenuation or C-arm angulation.</p> <p>Self-adjusting, image-processing algorithms support the system in adapting noise and contrast based on the personal image quality preferences. Every pixel is analyzed in real-time, and vessel edges are shown in high contrast for sharp visualization. Fine moving structures, such as small vessels and guidewires, are detected in the image and motion artefacts are suppressed efficiently for enhanced visibility and motion compensation.</p> <p><b>StructureScout</b> As the device market is a large field interventionalists are confronted with new materials and devices on a regular basis. This requires smart solutions to simplify imaging: StructureScout maximizes the visibility of devices at dose savings by setting the acquisition parameters according to the used materials – independent of procedure or patient attenuation.</p> <p><b>Online Pixelshift</b> Automatic pixel-shift processing for most accurate subtracted image display during Roadmap and DSA based on real-time movement detection and compensation.</p> <p>Six degrees of freedom –vertical, horizontal, rotational, zoom and shearing movement (left and right) - allowing highest possible efficacy. In order to show the most recent information in raw format, the pixel shift operation is applied to the mask image. This optimized way of pixel shifting ensures a perfect match of Roadmap image and native fluoro image, being shown at the Assist monitor.</p> <p>In addition, there is Dynamic Density Optimization (DDO) for on-line harmonization of native series and single images.</p> <p><b>CARE package</b> <u>ALARA principle</u> Siemens follows the ALARA principle: "As Low as Reasonably Achievable"; the CARE package (Combined Applications to Reduce Exposure) was developed based on this research and development principle to protect the examiner and the patient.</p> <p><u>Dose saving:</u></p>

Part No./Product	Description
	<ul style="list-style-type: none"> <li>- CAREfilter: Intelligent control software that minimizes X-ray dose. During fluoroscopy and acquisition, special copper prefilters are automatically inserted into the X-ray beam depending on current X-ray transparency, which is calculated continuously. This is necessary to ensure that the optimal prefilter value is always active. This automation makes work easier for the user because the optimal filter setting need not be adjusted manually for each case. The adaptive Cu prefiltration has five steps (0.1, 0.2, 0.3, 0.6, 0.9 mm) and is used to lower the reference air kerma and improve radiation quality by reducing the low-energy X-ray radiation.</li> <li>- CAREvision with the as40HDR detector: Pulsed fluoroscopy with additional, reduced pulse rates of 0.5, 1, 2, 3, 4, 5 p/s. Adaptation of pulse rate to the current application requirements for significant reduction of radiation exposure, especially during interventional procedures.</li> <li>- CAREprofile: Radiation-free positioning of the primary and semi-transparent diaphragms by means of graphic display in the LIH (Last Image Hold). Collimator shutters and semi-transparent filters can be adjusted as a graphical overlay on the last-image-hold without any need for fluoroscopy or radiation.</li> <li>- CAREposition: Radiation-free object repositioning by means of graphic display of the X-ray center beam and image edges in the LIH image. With CAREposition it is possible to reposition the object under visual control without radiation.</li> <li>- In case of table movements, the current position of the central beam and the image edges are superimposed on the LIH image as orientation points.</li> <li>- Low Dose Acquisition enables dose savings of up to 67 % during the examination. The Low Dose Acquisition protocol can be released with a separate pedal on the footswitch.</li> </ul> <p><u>Dose monitoring:</u></p> <ul style="list-style-type: none"> <li>- CAREwatch: Display of the measured dose-area product and the calculated patient reference air kerma on the flat-screen display. Electronics unit with DIAMENTOR measurement chamber integrated in the collimator housing for dose acquisition. Configurable screens on the data display and imaging system monitor. During fluoroscopy: Reference air kerma rate. During fluoroscopy interval: Accumulated reference air kerma or dose-area product, or percentage of the reference air kerma limit (total from fluoroscopy and acquisition).</li> <li>- CAREguard: Monitoring the reference air kerma. If the accumulated reference air kerma exceeds one of the three configurable limits, a warning appears on the live display and tableside on the touchscreen control. This allows ideal monitoring of the accumulated reference air kerma during the examination.</li> <li>- CAREmonitor: Special model-based monitoring of the measured skin entry dose, considering the geometric conditions of the system (actual device angulation, table position, patient weight, patient size). It then continually displays whether the skin entry dose applied to a specific region of the patient's body exceeds a specific configurable upper limit. CAREmonitor continually calculates and displays the actual accumulated skin entry dose as a portion of this upper limit. This helps the user to detect a potential patient hazard at an early stage. The patient is therefore better protected against the damaging effects of radiation.</li> </ul> <p><u>Dose documentation</u> CAREreport: Dose information as part of the DICOM Structured Report. After each examination, the information is available in DICOM format and can be sent to a DICOM archive together with the image data, for example. Saving dose information in DICOM format also enables flexible analysis and further processing via a DICOM-capable analysis software/database.</p> <p><b>Image generation</b> <u>X-ray generator</u> Microprocessor-controlled high-frequency X-ray generator with automatic dose rate control.</p> <ul style="list-style-type: none"> <li>- Power output: 100 kW at 100 kV (IEC 60601-2-7 and IEC 60601-2-54).</li> </ul>

Part No./Product	Description
	<ul style="list-style-type: none"> <li>- SID tracking: Automatic tube current adaptation to focal-spot-to-detector distance.</li> <li>- CAREmatic: Automatic X-ray control system for fully automatic calculation and optimization of exposure data based on fluoroscopic data.</li> <li>- Patient transparency monitoring</li> <li>- Tube load monitoring with indication in the live display.</li> </ul> <p>The optimal X-ray parameters depend on the transparency of the patient at the current angulation, measured during fluoroscopy. These parameters are continuously calculated and updated. Test shots are no longer required. This ensures superior image quality and minimum radiation exposure for user and patient with every exposure release.</p> <p><u>StraightView</u> The flat detector and the multi-leaf collimator are installed on a motorized rotating turntable on the C-arm. They automatically line up with the table swivel, thus ensuring upright images of objects which are in line with the table. The flat detector and multi-leaf collimator can also be rotated together at any angle relative to the table, enabling upright presentation and collimation of objects which are not in line with the table.</p> <p><b>Image processing</b></p> <ul style="list-style-type: none"> <li>- Image display as positive and negative, windowing, contrast and brightness control, electronic display shutter, image shift (roaming), vertical and horizontal image inversion, magnifying glass, and zoom functions.</li> <li>- Storing of single images as reference images for acquisition and fluoroscopy.</li> <li>- Quantification: angle and length measurements, automatic and manual calibration.</li> <li>- Text functions: user-definable image annotation, free annotation or by means of text components, comments line for the image, R/L display.</li> <li>- Fast and direct access to all series, single images, reference images, and photo file images via MULTIMAP. Access possible both in the examination and in the control room for displaying or post-processing images.</li> </ul> <p><u>Image storage capacity</u></p> <ul style="list-style-type: none"> <li>- 100,000 images in 1k matrix with a size of 2 MB</li> <li>- 25,000 images in 2k matrix with a size of 8MB</li> </ul> <p><b>Image export and networking</b></p> <p><u>DICOM functionalities:</u></p> <ul style="list-style-type: none"> <li>- DICOM Send: Sends images and series to DICOM networks or workstations.</li> <li>- DICOM StC (Storage Commitment): Receives archiving confirmation from the image archive.</li> <li>- DICOM Print: Prints image material using virtual film sheets via DICOM print laser camera or network laser printer.</li> <li>- DICOM Query/Retrieve: Searches for images and series in DICOM networks (Query). Imports images and series from DICOM networks (Retrieve).</li> </ul>



Part No./Product	Description
	<ul style="list-style-type: none"> <li>- DICOM Get Worklist: Imports patient and procedure data from a DICOM patient management system.</li> <li>- DICOM MPPS (Modality Performed Procedure Step): Sends dose data as well as patient examination status to a patient data management system.</li> <li>- Exam protocol data transfer as DICOM Image: Convert exam protocol data into image pixel data and send as DICOM XA image.</li> <li>- DICOM SR: Stores relevant dose data as DICOM Structured Report and sends it to DICOM network.</li> <li>- Ready Processed Images: Configurable transfer mode to store and archive overlays and post-processing results in the image pixels.</li> </ul> <p><u>Note concerning DICOM interface(s)</u> For diagnostic purposes, only hardcopy cameras/laser printers explicitly approved for this system may be used.</p> <p>The description in the DICOM Conformance Statement downloadable from the Internet is exclusively binding for the functionality of the DICOM interface(s). Functionalities across interfaces with/between partner systems require explicit validation since the interpretation of the interface by the partner/target system is not part of the product's responsibility.</p> <p>A modification of the interface that might be required is not included in the offer, e.g., for the rare case that available configurations are not sufficient. With regard to expenses for interface configurations that might be required, the agreements on maintenance/service of the product apply.</p> <p><b>Standard functions</b> Standard functions such as image review and optional clinical application software, are performed in individual processes on dedicated task cards. A number of functions and input parameters, as well as the language used, can be selected according to individual requirements.</p> <p>The package includes a basic software CD and dongle for Patient Browser with the following software functionalities:</p> <ul style="list-style-type: none"> <li>- Patient management</li> <li>- DICOM communication with Send, Receive, Query/Retrieve, Print</li> </ul> <p><b>syngo Evolve</b> syngo Evolve is a service feature that is offered as a separate sales option. It is a key component of our upgrade strategy and allows you to take advantage of technological advancements.</p> <p><b>Remote Services ARTIS icono</b> Smart Remote Service (SRS) is a secure data link that connects the ARTIS icono system to our experts who provide you with proactive and interactive services caring for your running operations.</p> <p>SRS allows you to:</p> <ul style="list-style-type: none"> <li>- Protect your equipment against cyber threats by regularly receiving software updates.</li> <li>- Access remote technical and clinical application support to bring equipment back to running operations.</li> <li>- Improve clinical know-how on latest software features and functionalities.</li> </ul>

Part No./Product	Description
	<ul style="list-style-type: none"> <li>- Predict equipment malfunction and act before an event occurs.</li> </ul> <p><b>Life Net</b> LifeNet is an online portal that allows you to manage the performance and maintenance status of your Siemens Healthineers equipment, 24/7, from your ARTIS icono system.</p> <p>LifeNet allows to:</p> <ul style="list-style-type: none"> <li>- Monitor efficiently and save time by knowing the status of your equipment and service tickets at a glance.</li> <li>- Plan ahead and maximize your productivity by confidently handling upcoming upgrades, maintenance, and training.</li> <li>- Manage effectively by analyzing service metrics with on demand access to in-depth service and equipment reports.</li> </ul> <p><b>Customer Training</b> Siemens Healthineers recognizes the significant investment you are making in purchasing a new imaging system and are determined that you are able to realize the full capability of this new system. Siemens clinical applications training ensures you have every opportunity to fully utilize your new system.</p> <p>Content of user training:</p> <ul style="list-style-type: none"> <li>- Instruction on system, operator, and patient safety</li> <li>- Instruction on operation of the system</li> <li>- Instruction on proper cleaning of the system</li> <li>- Instruction on basic and advanced imaging</li> </ul> <p>PEPconnect: Your smarter connection to knowledge in digitalizing healthcare (<a href="https://pep.siemens-info.com">https://pep.siemens-info.com</a>)</p> <p>Delivery &amp; duration of the user training varies and may be country specific. For additional information please contact your local Siemens Healthineers representative.</p>
<p><b>14465321</b> <b>Omni Spin</b></p>	<p>ARTIS icono ceiling Omni Spin. ARTIS icono ceiling offers with Omni Spin a unique combination of flexibility, speed, and precision.</p> <ul style="list-style-type: none"> <li>- Accurate 3D imaging with a 200° rotation* (180° plus fan angle) from head, left and right side with a patient coverage of up to 2.4 m for 3D imaging of the pelvic area, e.g. in PAE and UFE procedures.</li> <li>- 3D acquisitions* are possible in as fast as 2.5 seconds, thereby improving 3D image quality by reduced motion artifacts.</li> <li>- New industry-proven motor drives allow for exact system movements, with a precision of better than 0.5 mm allowing to reuse vessel maps for subtraction.</li> </ul> <p>* Software licenses for Dyna3D and DynaCT are not included.</p>
<p><b>14455542</b> <b>Laser crosshairs</b></p>	<p>Laser cross for zen40HDR and as40HDR detector, integrated into the detector housing for simplified patient positioning and for syngo Needle Guidance marking preplanned puncture point and angle. Class 1M (IEC 60825-1) laser, wavelength 600 – 700 nm (red), &lt; 1 mW output power</p>

Part No./Product	Description
<b>14465043</b> <b>Imaging System</b>	<p>Image system computer for control of system operation and image acquisition.</p> <p><u>Dual architectur</u></p> <p>In order to provide highest level system availability, the imaging system consists of two independent computer systems that manage central tasks such as real-time image processing during fluoroscopy or acquisition as well as post-processing and networking functionality separately from one another. This ensures the best possible system performance and availability.</p> <p><u>Image storage capacity:</u></p> <ul style="list-style-type: none"> <li>- 100,000 images in 1k matrix with a size of 2 MB.</li> <li>- 25,000 images in 2k matrix with a size of 8MB.</li> </ul>
<b>14432948</b> <b>Automap</b>	<p>Automatic stand positioning depending on the selected reference image and automatic reference image selection depending on the stand positioning.</p> <p>Automap optimizes the procedure workflow, especially during interventions. A selected reference image displaying the needed medical information (e.g., before dilatation) is used as the basis for moving the system to the correlated position automatically.</p> <p>The intervention can be continued immediately without manually repositioning the patient. On the other hand, the system is able to select a reference image for the current device position.</p> <p>In case of changes in device position, this enables the user to see the corresponding reference images quickly and safely.</p>
<b>14465042</b> <b>OPTIQ with as40HDR</b> <b>GIGALIX</b>	<p>OPTIQ image chain with the following tube, collimator, and flat detector configuration: as40HDR detector and GIGALIX tube</p> <p>The as40HDR flat detector is optimized for the requirements of radiology.</p> <p>The GIGALIX X-ray tube concentrates high pulse power on small, square-shaped focal spots (flat emitter technology for all focal spots). This provides unprecedented image quality for confidence in challenging situations.</p> <p><b>as40HDR flat detector</b></p> <p>The digital high dynamic range flat detector with integrated removable grid is especially designed to fulfill the requirements of interventional imaging.</p> <p>The detector features 16-bit analog-to-digital conversion, resulting in a gray scale resolution of 65,536 gray scales. This in turn improves contrast resolution in 3D imaging with <i>syngo</i> DynaCT.</p> <p>The increased scintillator layer thickness of 750 µm results in a high DQE (Detective Quantum Efficiency) of 77%, thereby improving image quality at low radiation doses.</p> <p>154 µm pixel arrays provide highest spatial resolution (3.25 LP/mm) and excellent contrast. Acquisition frame rates of up to 60 f/s are possible (option).</p> <p>Usable input formats:</p> <ul style="list-style-type: none"> <li>- Active imaging size (Overview mode) 29 cm x 40 cm, diagonal 49cm (19.3")</li> <li>- Zoom 1: 28 cm x 28 cm; diagonal 40 cm, (15.7")</li> <li>- Zoom 2: 22 cm x 22 cm; diagonal 32 cm, (12.6")</li> <li>- Zoom 3: 18 cm x 18 cm; diagonal 25 cm, (9.8")</li> <li>- Zoom 4: 14 cm x 14 cm; diagonal 20 cm, (7.9")</li> <li>- Zoom 5: 11 cm x 11 cm; diagonal 16 cm, (6.3")</li> <li>- Zoom 6: 9 cm x 9 cm; diagonal 13 cm, (5.1")</li> <li>- Zoom 7: 7 cm x 7 cm; diagonal 10 cm, (3.9")</li> </ul>

Part No./Product	Description
	<p>The flat detector is mounted on a motorized rotating turntable at the C-arm. It can be rotated by 90°, so that it can be adjusted to landscape format or portrait format. Any angle in between can be adjusted. Motorized adjustment of the detector-patient distance.</p> <p>The as40HDR flat detector offers additional operating functions directly on the detector housing, such as angulation, FD rotation (Cran/Caud, RAO/LAO), and change of the focus-detector distance.</p> <p>Removable grid: The grid can easily be removed, saving the user time in examinations not requiring a grid, for example in pediatrics, where dose reduction is especially important.</p> <p><b>Angio collimator</b> Compact multi-leaf collimator with rectangular blade, wedge-shaped finger filters for DSA and cardiological applications and graduated filter.</p> <ul style="list-style-type: none"> <li>- Independent rotation and shift of filter blades</li> <li>- Automatic synchronous rotation of detector and collimator unit to compensate image rotation at the different examination positions of the support stand.</li> <li>- Rotation also possible via table side control enabling upright images of objects or body parts not aligned with the table e.g. arms.</li> <li>- Manual rotation of the detector and collimator unit using the control right on the detector housing.</li> <li>- Five-step adaptive Cu pre-filtration (CAREfilter) to reduce the equivalent skin dose and improve radiation quality through dose saving for the soft radiation parts. Filter steps: 0.1; 0.2; 0.3; 0.6; 0.9 mm Cu.</li> <li>- Electronics unit with DIAMENTOR dose measurement chamber integrated in the collimator housing, for acquisition of the dose-area product and the calculated patient entry air Kerma at the patient entrance reference point (CAREwatch).</li> </ul> <p><b>X-ray tube assembly: GIGALIX 125/30/40/90</b> Triple-focus high-performance X-ray tube assembly with unique flat emitter technology for generating extremely high tube currents of max. 250 mA in fluoroscopy and 1000 mA in acquisition. This provides very good image quality even with heavier patients or steep angulations. The focus is always quadratic and permits outstanding perceptibility of small structures with a nominal quadratic focus of 0.3/0.4/0.7. The anode has a high heat storage capacity of 5.2 MHU and the metal center tube with liquid bearing technology allows a maximum cooling power of 1.52 MHU/min. This means that pauses are not required during radiation, even for lengthy procedures. The X-ray tube is almost silent, which is an additional benefit for patient and user.</p>
<p><b>14465015 Multimodality Viewing</b></p>	<p>Supports the connection of external video sources such as Sensis/recording systems, PACS, HIS/RIS, Ultrasound, ECG, IVUS, OCT, external video, endoscope, mapping systems, and their visualization on the exam room display. Adapted to the local needs and depending on the availability of the cockpit option up to 24 external sources can be connected. Up to 8 out of these 24 external inputs can be visualized in one layout. The multimodality viewing option and the cockpit option share the same 24 video inputs. For video signals others than DVI, video converters are required.</p> <p><u>Video converter</u></p>

Part No./Product	Description
	<p>For the connection of 3rd-party video signals up to 3 video converters are included. Different converter versions are available, according to local needs. Selection of converter version is part of the general video clarification.</p> <p><u>Possible Video Inputs</u> VGA/DVI/DP/HDMI/HD-SDI/ S-Video/CVBS connections Additionally, up to two Ethernet connections are possible.</p> <p>Per video connection (except DVI) one video converter is required.</p>
<p><b>14465217</b> <b>Large Display diagn. protection</b></p>	<p>55" laminated glass protective screen for the monitor panel. The high-quality 55" laminated glass protective screen protects the panel of the monitor against mechanical damage and fluid ingress on the front. The protective screen is suited for clinical image evaluation.</p> <p>Features:</p> <ul style="list-style-type: none"> <li>- The laminated glass enforces high mechanical strenght and resistivity against mechanical impact.</li> <li>- Special coating reduces reflections for a continuous image quality.</li> <li>- Excellent spectral transmissison of at least 98%.</li> <li>- Screensize: 55"</li> <li>- Weight: approx. 12kg</li> </ul> <p>Note: Observe the maximum permissible load of the display suspension. A combination with other options mounted to the display suspension might be restricted.</p>

Part No./Product	Description
<p><b>14465045</b> <b>ARTIS multi-tilt table</b></p>	<p>ARTIS multi-tilt table ensures optimal patient positioning regardless of the procedure and patient size. With an unprecedented level of material integrity, it is suitable for even the heaviest of patients.</p> <ul style="list-style-type: none"> <li>- Maximum table load: 440 kg (970 lbs.) consisting of 280 kg (617 lbs.) for the patient, 100 kg (220 lbs.) for accessories, plus 60 kg (132 lbs.) for CPR.</li> <li>- Allows tilting in +15°/-20° and a +/-15° cradle.</li> <li>- The easy-float tabletop permits hassle-free positioning of the tabletop regardless of patient weight, mounted lower-body radiation protection and tableside modules.</li> <li>- Small table base allows upright and comfortable standing, close to the patient.</li> <li>- The Siemens unique IsoTilt functionality keeps the C-arm projection during Trendelenburg tilting.</li> <li>- Ball bearing mounted slidable accessory rails on both sides for easy positioning of control modules and accessories.</li> </ul> <p>Note: It is mandatory to provide UPS back up with this table option in order to comply with IEC 60601-2-43 CL. 201.15.101.</p> <p>Reason: In the event of power failure a neutral table position suitable for CPR must be reachable within 15 seconds. A suitable UPS from Siemens as required must be included in your order unless an existing / planned UPS provision for your installation site will satisfy the requirement.</p> <p><b>ARTIS multi-tilt table</b> ARTIS multi-tilt table with motorized dual-axis tilt and stepping in longitudinal direction for interventional, surgical, electrophysiological, or peripheral examinations, for example, as well as for stabilizing a patient. Motor supported movement of tabletop allows a movement of the patient with virtually zero force independent from table load and tilting angle. Enabled by the table control module.</p> <p>The multi-tilt table is IPX4 rated and therefore fulfilling the high standards required for operating rooms.</p> <ul style="list-style-type: none"> <li>- Operation range: ±15° lateral tilting (cradle).</li> <li>- +15° head up, - 20°head down.</li> <li>- Iso-tilt functionality for maintaining the projection during table tilt along the patient axis.</li> <li>- Motorized, power-assisted table movement in longitudinal and transversal direction in any table tilt and cradle.</li> </ul> <p>Note:</p>

Part No./Product	Description
	<p>It is mandatory to provide UPS back up with this system in order to comply with IEC 60601-2-43 CL. 201.15.101. Reason: In the event of power failure a neutral table position suitable for CPR must be reachable within 15 seconds. A suitable UPS from Siemens as required must be included in your order unless an existing / planned UPS provision for your installation site will satisfy the requirement.</p> <ul style="list-style-type: none"> <li>- When ordering a "Cardiology System" a narrow tabletop with thin mattress is recommended.</li> <li>- When ordering an "Interventional Radiology System" or a "Surgery System" a wide tabletop with a thick mattress is recommended.</li> </ul>
<p><b>1445544</b> <b>Tabletop - narrow</b></p>	<p>Narrow-shaped carbon fiber patient positioning tabletop with head-end recess. Ideal for cardiological and neuro-interventional applications.</p> <p>Intended only for use with ARTIS tables. Tabletop tapered in the thorax area for maximum freedom of C-arm angulation.</p> <ul style="list-style-type: none"> <li>- Maximum patient weight: 280 kg / 617.3 lbs.</li> <li>- Weight: 13 kg / 28.7 lbs.</li> <li>- Length: 2287 ± 1 mm / 90.1" ± 0.04"</li> <li>- Width head-end: 228 ± 0,5 mm / 9.0" ± 0.02"</li> <li>- Width middle body: 480 ± 0.8 mm / 18.9" ± 0.03"</li> <li>- Width lower body: 525 ± 0.5 mm / 20.7" ± 0.02"</li> </ul> <p>Intended only for use with ARTIS tables.</p>
<p><b>14465054</b> <b>Oper. contr. ARTIS table</b></p>	<p>For an ideal workflow, full system operation can be performed directly at the table side. This includes complete system operation through modular control elements for controlling C-arm movements, patient table, and collimator. The illuminated controls and touch display are easy to use – even when covered with drapes for sterile operation.</p> <p><u>Pilot module</u> The pilot module provides comfortable and ergonomic operation of the system. It allows the control of system and table movements, imaging parameters, the selection of examination protocols, image acquisition and evaluation and many other functions. The touch screen can be configured to meet individual clinical requirements. The Touch2Move technology allows intuitive activation of system movements.</p> <p><u>Table control module (with ARTIS multi-tilt table)</u> The table operating module with panning knob for servo-assisted table movement enables virtually force-free movement of the patient regardless of table load and table inclination.</p> <p><u>Table control module (with ARTIS standard table)</u> Table control module with panning knob for free-floating tabletop movement.</p> <p><u>Collimator control module</u> The Collimator control module for controlling of all collimator functions, such as rectangular blade or wedge-shaped filters.</p> <p><u>Hand switch</u> Multi-functional hand switch for acquisition control, switching acquisition frame rates and/or step movements. (This switch might not be available in all countries.)</p>



Part No./Product	Description
<p><b>14465056</b> <b>Abdomen radiation prot. IR</b></p>	<p>This radiation shield protects the user from scattered radiation when standing at the table side. It can be attached to the accessory rails either on the right or on the left side of the patient positioning table. It provides the user an additional accessory rail. It includes a basic unit (89 cm x 75 cm / 35" x 29.5" (l x h); one lower body radiation protection pivot swivel element (48 cm x 75 cm / 18.9" x 30.3" (l x h); one flip down element 57 cm x 33cm / 22.4" x 12.99" (l x h), and two clip-on units ( 27 cm x 33 cm / 10.6" x 12.99", and 27 cm x 25 cm / 10.6" x 9.8") with a lead of 0.5 mm / 0.02" Pb.</p> <p>The maximum load of the accessory rails is 20 kg (44.1 lb).</p> <p>Intended only for use with ARTIS tables. It provides a distance of 7cm to prevent the collision with the table base in case of maximum penning. The radiation shield can be attached to the accessory rails either on the right or on the left side of the patient positioning table. It provides the user an additional accessory rail.</p> <p>It includes:</p> <ul style="list-style-type: none"> <li>- A basic unit: 89 cm x 75 cm / 35" x 29.5" (l x h).</li> <li>- One lower body radiation protection pivot swivel element: 48 cm x 75 cm / 18.9" x 30.3" (l x h).</li> <li>- One flip down element: 57 cm x 33cm / 22.4" x 12.99" (l x h).</li> <li>- Two clip-on units: 27 cm x 33 cm / 10.6" x 12.99" (l x h), and 27 cm x 25 cm / 10.6" x 9.8"(l x h), with a lead of 0.5 mm / 0.02" Pb.</li> </ul> <p>The maximum load of the accessory rails is 20 kg (44.1 lbs.).</p> <p>Intended only for use with ARTIS tables. It provides a distance of 7cm to prevent the collision with the table base in case of maximum panning.</p>
<p><b>14465144</b> <b>DSA acquisition mode</b></p>	<p>Digital subtraction angiography with up to 30 f/s in 1k/16-bit matrix is available. Automatic pixel-shift processing for most accurate subtracted image display during Roadmap and DSA based on real time movement detection and compensation.</p> <p>OPTIQ Roadmap comes with enhanced image quality improvements at reduced radiation dose. Several directly accessible features ease the workflow and save time. Digital Subtraction Angiography with frame rates of 0.5 up to 7.5 f/s in 1k matrix, including pixel shift, remask, roadmap, peak opacification for iodine contrast (MaxOpac), and CO<sub>2</sub> contrast (MinOpac); adding of the anatomical background (landmark) from 0 to 100%. Advanced Roadmap offers the following clinical benefits:</p> <ul style="list-style-type: none"> <li>- DSA image can be selected as a mask for Roadmap</li> <li>- Zoom can be changed during Roadmap</li> <li>- Catheter and vascular contrast can be changed separately</li> </ul> <p>Unexpected patient movements in DSA acquisitions can be corrected easily with Auto Pixelshift. This saves time for the user and improves image quality.</p> <p><b>Online Pixelshift</b></p>

Part No./Product	Description
	<p>Automatic pixel-shift processing for most accurate subtracted image display during Roadmap and DSA based on real time movement detection and compensation. Six degrees of freedom – vertical, horizontal, rotational, zoom and shearing movement (left and right) - allowing highest possible efficacy. In order to show the most recent information in raw format, the pixel shift operation is applied to the mask image. This optimized way of pixel shifting ensures a perfect match of Roadmap image and native fluoro image, being shown at the Assist monitor.</p> <p>In addition there is Dynamic Density Optimization (DDO) for on-line harmonization of native series and single images.</p> <p><b>OPTIQ Roadmap</b></p> <p>In neuroradiology, image quality is key. Roadmap not only reveals finest vessel and device structures at reduced dose thanks to smart dose investments in the mask phase, it also comes with numerous features that can ease your workflow significantly.</p> <p>In AVM treatment, for example, precise imaging helps to depict tiny arteries and veins within the complex vessel anatomy. A smart mixing algorithm assists in high-contrast visualization of the vessel anatomy during faster image creation.</p> <p>Special 2D Roadmap operating mode creating a vessel map from a DSA-scene using Maximum Opacification technique. As an additional operating mode, you can also decide to pick one frame out of a DSA run (i.e. for venous access in Roadmap). This provides improved image quality compared to conventional Roadmap, and reduces x-ray dose and contrast media.</p>
<p><b>14465205 PERISTEPPING / PERIVISION</b></p>	<p>C-arm stepping for real-time bolus chasing.</p> <p>Peripheral digital angiography with stepping and online subtraction display. Excellent image quality from the lower abdomen to the feet since parameters such as acquisition frame rate, measuring fields, position of collimator blades and semitransparent filters are stored specifically for each imaging position. That way the different X-ray transparencies for abdomen, legs and feet can be compensated and a consistent image quality with best possible contrast is achieved. One single injection of contrast media gives an instant, subtracted image display of the peripheral blood vessels.</p> <p><b>Peristepping</b> Peripheral digital stepping angiography in native display with only a single contrast medium injection under visual control of the bolus flow.</p> <ul style="list-style-type: none"> <li>- Position-dependent variable frame rates.</li> <li>- Fully automatic exposure control.</li> <li>- Storage of the collimator setting for each step.</li> </ul> <p><b>Perivision</b> Peripheral digital stepping angiography in online subtraction display with only one single contrast medium injection under visual control of the bolus flow.</p> <ul style="list-style-type: none"> <li>- Only one single mask image for each individual position.</li> <li>- Position-dependent variable frame rates.</li> </ul>

Part No./Product	Description
<p><b>14465096</b> <b>QVA Vascular analysis</b></p>	<p>- Fully automatic exposure control. Storage of the collimator setting for each step.</p> <p>Vessel analysis with determination of degree of stenosis, distance measurement and calibration. Scientific measuring program for objective, accurate and reproducible vessel evaluation:</p> <ul style="list-style-type: none"> <li>- Automated contour detection</li> <li>- Determination of degree of stenosis</li> <li>- Automatic and manual reference diameter determination</li> <li>- Automatic and manual calibration methods</li> <li>- Distance and angle measurement</li> </ul> <p>Especially to be used for vessel sizes between 0.5 mm and 50 mm.</p> <p>With ARTIS icono SW version VE21 and higher QVA is available as the optional feature "QuantWeb QVA".</p> <p>QuantWeb QVA is part of <i>syngo</i> application software and can be deployed on the imaging system.</p>
<p><b>14465590</b> <b>Large Display plus two</b></p>	<p>Preparation for the Large Display on a ceiling-mounted, longitudinally mobile, swiveling, rotating, and height-adjustable display holder in the examination room.</p> <p>This preparation contains the possibility to mount up to two additional displays (up to 24") next to the Large Display.</p> <p>Note: If a Large Display is selected, the Artis basic configuration includes a connection kit for the Large Display.</p> <p>The panel type of the Large Display can be chosen with a separate position. <b>Display mount</b> Preparation for the Large Display. The Large Display area allows free positioning of examination-relevant video signals.</p> <p>For the diagnostic color display in TFT technology, with high luminance and extended viewing angle, the gamma curve has been adapted particularly for gray scale display according to the CIE / DICOM recommendation.</p> <p>The display mount provides extra space and extra weight capacity to carry up to two additional displays next to the Large Display.</p> <p>Additional supported displays: 2 x 19" (in case the Artis is combined with the Sensis Hemo), or 2 x 21" (in case the Artis is combined with the Sensis Combo), or 2 x 24".</p> <p>Mounting options: Left side or right side of the 55" Large Display.</p> <p>DCS ceiling mount options:</p> <ul style="list-style-type: none"> <li>- DCS Large Display plus two in own rails.</li> <li>- DCS Large Display plus two in system rails.</li> </ul> <p>Important considerations:</p>

Part No./Product	Description
	<ul style="list-style-type: none"> <li>- Pivot mounting is not supported.</li> <li>- Due to weight restrictions, a Customized Solution is required if additional equipment (e.g. Acuson Freestyle or Live Display) needs to be mounted to the back of the DCS.</li> <li>- Difference to Artis VD Line (e.g. Artis zee/Q): It is not possible to display Artis Life and/or Artis Ref on the additional 19", 21", or 24" displays.</li> </ul>
<p><b>EPW935515UPS</b> <b>Eaton Powerware</b> <b>9355 15 kVA UPS</b></p>	<p>Includes UPS, battery, maintenance bypass panel, and one year on-site parts and labor coverage (24x7) by Eaton Powerware. This UPS is recommended when protection and uninterruptible power is required for the Artis' C-arm and table. Emergency fluoroscopy is not available with this UPS. If emergency fluoroscopy is required, the 9390 - 160 kVA UPS is recommended for the full system. One UPS per lab.</p> <p>Additional seismic brackets are required to make this system OSHPD approved. This UPS is recommended when protection and uninterruptible power is required for the C-arm and table. Emergency fluoroscopy is not available with this UPS. If emergency fluoroscopy is required, the 9390 - 160 kVA UPS is recommended for the full system. One UPS per lab.</p> <p><b>Operation:</b></p> <ul style="list-style-type: none"> <li>- Since this UPS is working completely uninterrupted, a power failure is observed when no radiation is available and the display shows "No X-ray please wait".</li> <li>- The Emergency power lamp (red) will light on the power display during a power failure. All stand movements are possible and the image system functions are protected against data loss. Guaranteed back up time: 10 min.</li> <li>- Restoring of hospital's main power supply is indicated when the generator boots again (also green Hospital power lamp lights). Full exposures are available after apx. 75 seconds.</li> </ul> <p>Includes UPS, battery, maintenance bypass panel, and one year on-site parts and labor coverage (24x7) by Eaton Powerware.</p> <p>Additional seismic brackets are required to make this system OSHPD approved.</p>

Part No./Product	Description
<p><b>14465038</b> <b>syngo Valve Guide Engine (Optional)</b></p>	<p>Application software for reconstruction, post-processing and handling of 3D information including specific applications to support valve implantation or replacement procedures like TAVI/TAVR.</p> <p>The package includes the following functionalities:</p> <ul style="list-style-type: none"> <li>- 3D high-contrast and CT-like soft-tissue imaging (syngo DynaCT and syngo DynaCT Cardiac untriggered).</li> <li>- syngo DynaCT Cardiac uses proven algorithms to perform 3D-reconstruction of ventricles and vessels of the heart from projection images of a rotational angiography.</li> <li>- syngo DynaCT Cardiac uses proven algorithms to perform 3D-reconstruction of ventricles and vessels of the heart from projection images of a rotational angiography.</li> <li>- 3D Roadmap for dynamic overlay of planning data and 3D volumes on live fluoroscopy workflow support for valve implantation or replacement.</li> <li>- In-room control for table-side operation of advanced applications.</li> <li>- 3D Wizard for expert step-by-step guidance in 3D acquisition.</li> <li>- Parallel patient processing capabilities.</li> <li>- Fusion functionality for integration of pre-interventional 3D datasets also from other modalities into the Angio-room.</li> <li>- Marking of points or lines on the 3D geometry or MPRs and overlay of these markings on live fluoroscopy.</li> </ul> <p><b>Contents:</b> The <i>syngo</i> application software is a dedicated software for image postprocessing. Its functionality can be extended with additional software functions to suit specific user or clinical needs in interventional cardiology, interventional radiology, and surgery.</p> <p>The application software features an intuitive and thus easy to learn user interface developed from prototypes tested in close cooperation with users.</p>

Part No./Product	Description
	<p><b>3D image generation</b> <u>3D rotational angiography</u> In 3D rotational angiography, a sequence of 2D projection images is acquired by the C-arm performing a fast rotation around the isocenter in which the patient is positioned. Immediately after the acquisition image data is handled by time-optimized 3D image data reconstruction.</p> <ul style="list-style-type: none"> <li>- All parameters required for the 3D reconstruction are included in the organ program. This enables optimized image quality and easy handling, as well as the fastest possible 3D reconstruction.</li> <li>- Rotation speed is up to 90°/s for pheno and for icono floor and biplane up to 100°/s with <i>syngo</i> Dyna3D HighSpeed (option).</li> <li>- Angle triggering allows a reduction in dose through a reduced acquisition frame rate while at the same time achieving better image quality.</li> </ul> <p>3D reconstruction and visualization of a volume are performed in real time in volume rendering technique, MPR, and MIP. 3D Rotational angiography is used in particular as support in interventional radiology and neuroradiology in the angiography laboratory. Based on dedicated acceleration hardware the primary reconstruction results are available in full diagnostic quality in the examination room within 19 seconds for high contrast images and less than 42 seconds for soft tissue DynaCT images. Subsequent secondary reconstructions are available even faster.</p> <p><b><i>syngo</i> DynaCT Cardiac</b> <i>syngo</i> DynaCT Cardiac allows the use of proven <i>syngo</i> DynaCT 3D reconstruction for contrasted X-ray projection images of ventricles and vessels of the heart.</p> <p><i>syngo</i> DynaCT Cardiac contains reconstruction algorithms for untriggered 3D acquisitions (one C-arm rotation, approx. 5 seconds exposure time).</p> <p>Clinical applications currently supported by DynaCT Cardiac: Arrhythmias:</p> <ul style="list-style-type: none"> <li>- 3D visualization of the left atrium to support ablation of atrial fibrillation (segmentation of the left atrium using electrophysiology guidance, must be ordered separately).</li> <li>- 3D visualization of the coronary venous tree to support biventricular pacemaker implantation.</li> </ul> <p>Structural Heart Disease:</p> <ul style="list-style-type: none"> <li>- Planning, support and follow-up for heart valve implantation or replacement through 3D visualization of the mitral and aortic valve, and coronary ostia.</li> <li>- Planning, support, and follow-up for Left Atrial Appendix closure.</li> </ul> <p>Congenital Heart Disease:</p> <ul style="list-style-type: none"> <li>- 3D visualization of the congenital heart defects before and after interventions: There are low-dose organ programs especially developed for pediatric acquisitions available.</li> </ul> <p><i>syngo</i> DynaCT Cardiac is especially suited for the planning, performance, and follow-up of interventions through display of current cardiac 3D morphology directly in the cath lab or hybrid environment.</p> <p>The <i>syngo</i> DynaCT Cardiac Volume can be used by electroanatomical mapping systems (CARTO, Ensite Precision) for increased precision as well as time savings (optional electrophysiology guidance Segmentation required).</p>

Part No./Product	Description
	<p><b>syngo DynaCT</b>  <i>syngo DynaCT</i> is especially suited to support radiologists and neuro-radiologists during interventional procedures in the angiography suite with both endovascular and non-endovascular procedures. <i>syngo DynaCT</i> provides enhanced decision-making during oncology procedures such as chemoembolization and RF-ablations. In neuroradiology, <i>syngo DynaCT</i> allows the visualization of bleedings, the ventricular system of the brain and microstent placement.</p> <p>With <i>syngo DynaCT</i> it is possible to visualize a soft tissue difference of 10 HU (Hounsfield Units) of an object 5 mm in size, or 5 HU for an object 10 mm in size, in a Thick-MPR display (measured with a CATPHAN 16 CT phantom with the CTP 515 module). Homogeneous image quality is achieved across the entire image. As a result, critical regions such as the base of the skull can be displayed with fewer artifacts.</p> <p>DynaCT also offers:</p> <ul style="list-style-type: none"> <li>- Reconstruction algorithm optimized for fan beam geometry.</li> <li>- A 6sDCT Head 109kV for zen40HDR and 8sDCT Head 109kV for as40HDR DynaCT acquisition, reducing beam hardening artifacts and therefore improving e.g. detection of bleedings in DynaCT.</li> <li>- DynaCT protocols optimized for intravenous injection of contrast material, including a dedicated, integrated bolus-watching phase.</li> <li>- Faster 3D acquisition with almost all protocols showing biggest benefits in the 2x2 binning mode only for zen40HDR detector.</li> </ul> <p>For applications in the abdomen or thorax, the larger field of view allows complete visualization of tumors, their feeding vessels, and the surrounding tissue, e.g. in chemoembolizations.</p> <p>The larger FOV also optimally supports vascular treatments in the abdomen such as the placement of stent prostheses.</p> <p>The short acquisition time makes it easier for patients, especially those that are critically ill, to hold their breath during the acquisition.</p> <p><i>syngo Dyna3D HighSpeed</i> (option) – being the fastest 3D protocol on the market – enables acquisitions to be generated in less than 3 seconds. As a result, moving organs such as the lungs can be displayed with fewer artifacts. In addition, ~30% of contrast material can be saved which is important esp. in procedures requiring injection of a high volume of iodine (e.g. for enhancement of the aorta).</p> <p><b>3D Image Manipulation</b>            In cardiology, radiology and surgery, the three-dimensional information is used for diagnosis, planning of therapy and documentation. Diagnosis and treatment can be performed in one session. This offers a significant advantage thanks to the fully integrated workflow, for example:</p> <ul style="list-style-type: none"> <li>- Transfer of the projection angle (that has been adjusted by the user in the 3D volume) to the C-arm stand.</li> <li>- Real-time synchronization between reconstructed volume and C-arm position (Volume following the C-arm position).</li> <li>- Indication whether the angulation can be achieved at the C-arm without collision with the patient or table.</li> </ul> <p>Features:</p> <ul style="list-style-type: none"> <li>- Reconstruction protocols for visualization of vessels, bones, clips, and coils.</li> <li>- The result of the reconstruction can be native or subtracted.</li> </ul>



Part No./Product	Description
	<ul style="list-style-type: none"> <li>- Modification of reconstruction area to allow zoom via reconstruction.</li> <li>- Visualization with shading and light source for an improved three-dimensional impression.</li> <li>- Link between C-arm geometry and reconstructed volume: Driving the C-arm to exact projection position according to the view of the reconstructed volume and/or setting the volume to follow real-time C-arm positions.</li> </ul> <p>Image data:</p> <ul style="list-style-type: none"> <li>- Viewing of volume data from AX, CT, MR, and PET modalities.</li> <li>- Loading of two volume data sets simultaneously.</li> <li>- Multiple Layouts: single (1on1), double (2 on1) and quadruple (4on1) for MPR display.</li> <li>- Two displays are supported for simultaneous display of two volumes side-by-side.</li> </ul> <p>Image display modes:</p> <ul style="list-style-type: none"> <li>- VRT, Color VRT, MIP, MinIP, and MPR rendering.</li> <li>- Thin slice renderings for VRT, MIP, and MinIP.</li> <li>- Variable light source</li> <li>- Shading effects</li> </ul> <p>Volume editing:</p> <ul style="list-style-type: none"> <li>- Cut planes</li> <li>- Editing of clip planes and control volumes.</li> <li>- ROI punching</li> </ul> <p>Presets:</p> <ul style="list-style-type: none"> <li>- Series-specific bookmarks, to store and retrieve volume visualization parameters.</li> <li>- Global presets for series-unspecific application of volume visualization parameters.</li> </ul> <p>Output:</p> <ul style="list-style-type: none"> <li>- Radial ranges, including macro range definitions.</li> <li>- 2D and 3D measurements, measurement grid, distance measurement and annotations.</li> <li>- AVI format export with selectable compression format and compression ratio.</li> <li>- TIFF, PNG, BMP, JPEG image export.</li> <li>- Send to film sheet</li> <li>- Sending of parallel ranges results to PACS.</li> </ul> <p><b>3D accessories</b> Includes the accessories required for 3D setup and calibration.</p> <p><b>3D Roadmap</b> The operator can overlay any 3D volume or planning data, or excerpts of it, onto the live fluoro image. Via a Fade in – Fade out the degree of visibility of the overlaid information can be determined at any time.</p> <p>This tool offers the physician real-time three-dimensional guidance for more confidence. It avoids repeated injection of contrast material during fluoroscopy by overlaying a 3D vessel tree instead. The 3D Roadmap is automatically updated in real-time according to any table, C-arm, zoom and SID changes. Even changes due to patient movement can be manually updated.</p>

Part No./Product	Description
	<p>The 3D volume can be overlaid on regular fluoro as well as on subtracted fluoro (Roadmap) or acquisition series. The overlay appears on the display, so the 3D Roadmap information is available in parallel with the regular 2D images of the live display of the acquisition system.</p> <p><b>Workflow support for valve replacements</b> Automatic segmentation of the aortic root takes place after intraoperative 3D acquisition. The anatomical markers included on the segmentation results enable determination of the optimum C-arm projection angle for improved orientation.</p> <p>The system automatically moves the C-arm so that it is aligned perpendicular to the aortic root without additional fluoroscopy. Various display options are available for the subsequent 3D overlay of the aortic root with the fluoro image.</p> <p><b>Fusion functionality:</b> A fused CT, MR or PET image can be overlaid with live fluoroscopy in combination with 3D roadmap functionality providing information during interventional procedures that are available neither in 2D X-ray nor in 3D rotational angiography.</p> <p>The package includes 2D/3D Fusion as well as 3D/3D Fusion:</p> <ul style="list-style-type: none"> <li>- 2D/3D Fusion - allows to spatially align any pre-acquired 3D volume of the patient with two 2D X-ray projections. This eases the workflow during the procedures and reduces the X-ray dose because no additional 3D acquisition is required.</li> <li>- 3D/3D Fusion – allows to spatially align two 3D volumes from the same or different modality in such way that the anatomical structures overlay each other. Any <i>syngo</i> DynaCT or <i>syngo</i> Dyna3D image can be fused with datasets from e.g., CT, MR or PET.</li> </ul> <p><b>Toolbox functionality:</b> Toolbox is a generic application to interactively mark structures of interest in a 3D volume, e.g. a <i>syngo</i> DynaCT image, using points and lines. Analogously to <i>syngo</i> 3D Roadmap, these markings are projected onto the live 2D X-ray illustrating the position of the 3D anatomical structure within the live X-ray.</p> <p>Included functionalities:</p> <ul style="list-style-type: none"> <li>- Overlay of any lines and dots drawn on the VRT or MPRs on live 2D image.</li> </ul> <p>This functionality provides an easy link between information that may only be visible in the 3D volume (VRT or MPRs) and the fluoroscopy or roadmap images.</p> <p><b>Common functions</b> <u>In room control functionality</u> Allows for remote control of the <i>syngo</i> Application Software from the examination room. For this, a set of functions is offered in room for 3D image assessment and manipulation, 3D navigation, multimodality image integration, or for actively following the steps of a pre-defined workflow.</p>

Part No./Product	Description
<p><b>14465134</b> <b>syngo Embolization Guidance</b> <b>(Optional)</b></p>	<p>syngo Embolization Guidance is an application for planning and performing embolizations.</p> <p>By manually marking a proximal start- and one or multiple distal target vessel point(s) in a syngo DynaCT, CTA or MRA dataset, the algorithm determines the course of the vessel (tree) that connects the start with the target point(s). Functionality for tumor segmentation with automatic tumor volume computation is available in addition. Segmented structures can be overlaid with live 2D imaging for guidance during the procedure.</p> <p>In combination with syngo DynaCT (<math>\geq 200^\circ</math> acquisition) or CT dataset with intra-arterial injection, the easy one-click syngo Embolization Guidance application automatically detects and highlights tumor-feeding vessels for targeted embolization of the liver – supporting complete tumor embolization, which is important for an effective and safe treatment.</p> <p><b>Workflow support for embolization procedures</b> The easy one-click <i>syngo</i> Embolization Guidance application automatically detects and highlights tumor-feeding vessels for targeted embolization of the liver. This supports complete tumor embolization which is important for an effective and safe treatment.</p> <p>The specialized workflow for liver embolization procedures allows to increase process efficiency: Based on a 3D acquisition, the lesion or treatment area can be defined by drawing a diameter line with just one click. Then the algorithm automatically detects the position of the catheter and identifies and visualizes vessels going from the current position of the catheter to the defined lesion. The software locates even small and distal tumor-feeding vessels. The easy handling of the software allows the user to operate it from tableside, eliminating the need to leave the exam room in order to perform the planning.</p> <p>Based on a contrast enhanced DynaCT, CTA or MRA a proximal and (multiple) distal point(s) can be manually defined in vessels. The <i>syngo</i> Embolization Guidance algorithm automatically identifies the course of the vessel or vessel tree in between these points. The created vessel tree can then be adjusted by adding or removing vessels, changing colors, and choosing different options for visualization (centerline, outlines, 3D vessel representation, ruler view, foreshortening view).</p> <p>As a second feature, segmentation, and volume computation of a 3D structure such as a tumor nodule can be done based on CT, PET-CT, MRI, or late phase DynaCT volume datasets. The automatically computed volume can be used for estimation of the amount of (chemo-/radio-) embolic material needed.</p> <p>The ability to graphically overlay 3D objects such as tumor-feeding arteries, or vessel paths in general, with the current fluoroscopy image reduces the use of contrast material and lowers navigation time and hence total fluoroscopy dose during embolization procedures of tumor-feeding vessels.</p> <p>The ability to superimpose the segmented lesion or target area onto live fluoroscopy may give additional hints on targeted and non-targeted embolization during the procedure, e.g., in case anastomoses open up when the catheter is positioned more and more distally during the procedure.</p>

Part No./Product	Description
<p><b>14455928</b> <b>IntraSight Cable Set</b> <b>(Optional)</b></p>	<p>Cable set for operating the Philips IntraSight Ultrasound System in combination with Artis VE systems. Cable set for operating the Philips IntraSight Ultrasound System in combination with Artis VE systems. This cable set will be routed through the Artis table in the factory and includes all cables needed to connect the IntraSight components in the Exam Room to those in the control room.</p> <p><u>This article also includes the:</u></p> <ul style="list-style-type: none"> <li>- Accessory spacer rail (Kenex Electro-Medical LTD.)</li> </ul> <p>This is an accessory rail for attachment of tableside rail equipment (for use with an extended lateral moving tabletop).</p> <p>The accessory spacer rail allows tableside mounted equipment, to be used on a table featuring extended lateral tabletop movement. Rail accessories which would strike the table pedestal, are positioned outside of this movement range.</p>
<p><b>14465097</b> <b>LV Analysis</b> <b>(Optional)</b></p>	<p>Analysis of the left ventricular function of the heart. With ARTIS icono SW version VE21 and higher LVA is available as the optional feature "QuantWeb LVA". QuantWeb LVA is part of syngo application software and can be deployed on the imaging system. Scientific measuring program for evaluation of the functionality of the left ventricle.</p> <ul style="list-style-type: none"> <li>- Automated and manual contour detection</li> <li>- Automatic end-diastole/end-systole detection</li> <li>- Calculation of ejection fraction, volumes, and indices (area, length, and Simpson methods)</li> <li>- Centerline, radial and regional wall movement analyses</li> <li>- Automatic and manual calibration methods</li> <li>- Distance and angle measurement</li> </ul> <p>With ARTIS icono SW version VE21 and higher LVA is available as the optional feature "QuantWeb LVA". QuantWeb LVA is part of syngo application software and can be deployed on the imaging system.</p>

**From:** Mowry, Jill  
**To:** Fick, Mackinze  
**Cc:** Miller, Mitchell; Martin, Kate; Jordan, Jill  
**Subject:** RE: CON 6179 HT  
**Date:** Thursday, January 30, 2025 9:16:17 AM  
**Attachments:** [image001.png](#)  
[image002.png](#)  
[image003.png](#)  
[image004.png](#)  
[GE IGS Innova X100 Series.pdf](#)

Hello Mackinze,

We've not been able to obtain a letter specific to our unit/location from GE outlining an exact date for end of service. We do however have a generic letter we received in 2021 outlining the end of service date for this make/model was March 31, 2022 (please see attached as documentation). I learned from the team it appears it was a typo occurred on Divider 3, question #2 and it should read 3/3/2022. Please consider this our documented correction for Divider 3, question #2.

Thank you,  
Jill

---

**From:** Fick, Mackinze <Mackinze.Fick@health.mo.gov>  
**Sent:** Wednesday, January 29, 2025 3:36 PM  
**To:** Mowry, Jill <Jill.Mowry@ssmhealth.com>  
**Cc:** Miller, Mitchell <Mitchell.Miller@ssmhealth.com>; Martin, Kate <Kate.Martin@ssmhealth.com>; Jordan, Jill <Jill.Jordan@ssmhealth.com>  
**Subject:** RE: CON 6179 HT  
**Importance:** High

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Jill,

If the letter cannot be obtained, we understand and would like a statement stating so. However, Divider 3, question 2, states Phillips has given an end of service date by 12/31/20216. Can you clarify this date – is it supposed to be 2026 or 2021?

Thank you!

### *Mackinze Fick*

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: [mackinze.fick@health.mo.gov](mailto:mackinze.fick@health.mo.gov)  
<http://health.mo.gov/information/boards/certificateofneed/index.php>

---

**From:** Mowry, Jill <Jill.Mowry@ssmhealth.com>  
**Sent:** Wednesday, January 29, 2025 3:30 PM  
**To:** Fick, Mackinze <Mackinze.Fick@health.mo.gov>  
**Cc:** Miller, Mitchell <Mitchell.Miller@ssmhealth.com>; Martin, Kate <Kate.Martin@ssmhealth.com>; Jordan, Jill <Jill.Jordan@ssmhealth.com>  
**Subject:** RE: CON 6179 HT

Hi Mackinze,

We are working on it.....we're at the mercy of GE providing us an updated document (which we've requested twice since your Monday request). We'll send once received. In the meantime since I know we're on a tight timeline, hoping the attached general announcement that GE provided regarding the end of life for the IGS Innova X 100 series will suffice.

Thank you,  
Jill

---

**From:** Fick, Mackinze <Mackinze.Fick@health.mo.gov>  
**Sent:** Wednesday, January 29, 2025 2:27 PM  
**To:** Mowry, Jill <Jill.Mowry@ssmhealth.com>  
**Cc:** Miller, Mitchell <Mitchell.Miller@ssmhealth.com>; Martin, Kate <Kate.Martin@ssmhealth.com>; Jordan, Jill <Jill.Jordan@ssmhealth.com>  
**Subject:** RE: CON 6179 HT  
**Importance:** High

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Jill & team,

This clarification item has not been received by our office yet. Provide this information as soon as possible.

Thank you!

### *Mackinze Fick*

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: [mackinze.fick@health.mo.gov](mailto:mackinze.fick@health.mo.gov)  
<http://health.mo.gov/information/boards/certificateofneed/index.php>

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**From:** Fick, Mackinze  
**Sent:** Monday, January 27, 2025 8:00 AM  
**To:** Mowry, Jill <Jill.Mowry@ssmhealth.com>  
**Cc:** Miller, Mitchell <Mitchell.Miller@ssmhealth.com>; Martin, Kate <Kate.Martin@ssmhealth.com>; Jordan, Jill <Jill.Jordan@ssmhealth.com>  
**Subject:** RE: CON 6179 HT  
**Importance:** High

Jill,



GE Healthcare



0007355

GE Healthcare  
Product Management  
9900 Innovation Drive  
Wauwatosa, WI 53226 USA

June 30, 2021

**IMPORTANT END OF SERVICE SUPPORT NOTIFICATION FOR IGS INNOVA X100 UNITY INSTALLED AFTER DECEMBER 31, 2007**

We know it is important to your planning to have advanced notice of changes in the status of your maturing medical equipment. That's why we take a proactive approach to notify you when our products will reach an end of service support (EOSS) status.

Our records indicate that your facility has one or more Innova X100 Unity installed after December 31, 2007 that will reach its EOSS status as of March 31, 2022. Please refer to the table at the end of this notification for details. After the EOSS date, GE Healthcare will no longer offer full service support or service contracts with commitments as to parts, software updates or uptime guarantees, and we will adjust your product's service contract coverage accordingly (e.g., remove the products from your GE Healthcare service contract, transition the products to an "end of service support" coverage, or as otherwise specified in your GE Healthcare service contract). Until the EOSS date, GE Healthcare will continue to deliver to our service contract commitments.

We consider many factors when determining that a product has reached EOSS. As equipment ages and technology advances, suppliers are unable to procure parts and components necessary to maintain older product designs. In addition, advancements in cybersecurity protection outpace legacy operating systems and IT infrastructure technologies, limiting support and serviceability.

We understand the potential impact that this notification may cause you and our goal is to help you find the best solution to address your needs. If you would like to discuss technology and service options that may be available after the EOSS date, please contact your GE Healthcare team.

If your facility has sold one or more of these products to another consignee, please forward this notification to them and also supply their contact information to us so we can continue further updates with them.

Thank you for your trust and confidence in our products and solutions. We look forward to a continued relationship with you and to meeting your future equipment and service needs.

Sincerely,

Jean-Sebatien Feldman, Product manager