From:	Hill, Audrey M
To:	Fick, Mackinzey
Subject:	RE: CON 6182 HT
Date:	Tuesday, January 21, 2025 11:15:01 AM
Attachments:	SLHS Service Area Map.pdf SLH Construction Estimate Follow Up.pdf SLH CV 3 Updated Divider II.pdf SLH CV3 1.3 Updated Project Budget.pdf ICONO CEILING LAB 3.docx

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Good Morning Mackinzey, Please see responses in red below with detailed documentation attached. Don't hesitate to reach out if you have any further questions.

Thank you,
Audrey

Audrey Hill
Operations Project Consultant
Saint Luke's Health System

Mobile: 816-589-4399

From: Fick, Mackinzey <Mackinzey.Fick@health.mo.gov>
Sent: Tuesday, January 14, 2025 4:56 PM
To: Hill, Audrey M <ahill@saint-lukes.org>
Subject: CON 6182 HT

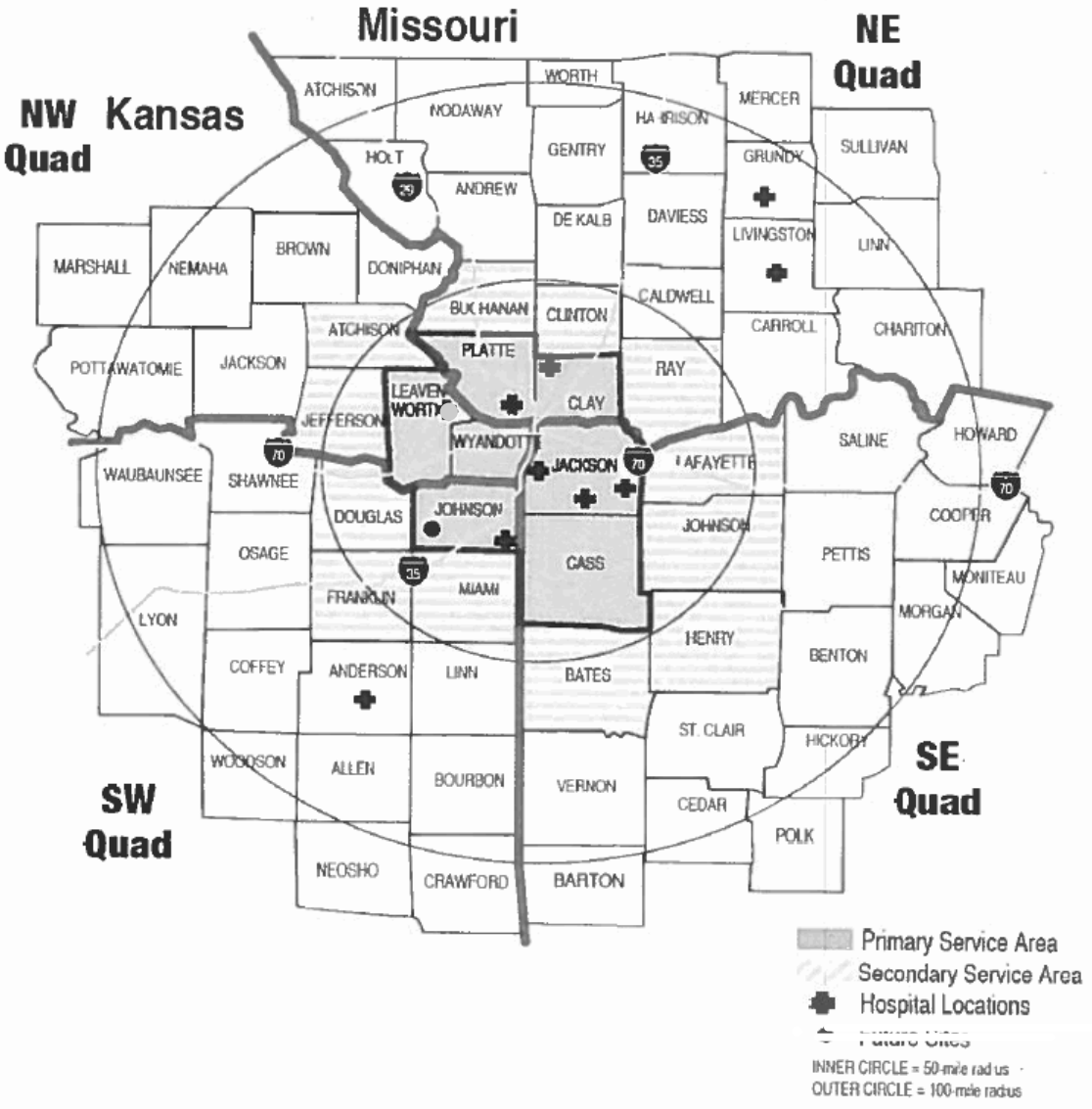
Audrey,

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

- Provide a service area for the staff analysis. Saint Luke's Hospital of Kansas City service area includes Leavenworth, Wyandotte, and Johnson Counties in Kansas and Platte, Clay, Jackson and Cass counties in Missouri. Service area map is attached.
- Provide 3rd party documentation or methods/assumptions for renovations. Please see attached communication from Mark Brooks, Director of Construction for the health system.
- Divider 2, question 3 states the unit will be decommissioned, however the quote states the unit is being traded-in for $1. Advise. The unit will be traded in. Updated divider II is attached.
- It appears the trade-in amount of $1 was deducted from the project cost. Provide an updated proposed project budget. Updated budget it attached to reflect $1 trade in.
- The Siemens quote is dated 8/30/24. Provide a new quote. Updated quote is attached.
- When was the existing unit installed? According to internal biomedical inventory records, the existing unit was installed in June of 2008.

This information is needed by Friday, January 24th, 2025.

Primary & Secondary Service Areas



From: Brooks, Mark C <mbrooks@saint-lukes.org>
Sent: Tuesday, January 21, 2025 10:49 AM
To: Hill, Audrey M <ahill@saint-lukes.org>
Subject: RE: Follow Up Question for CV Lab 3 CON Project

Audrey,
We based the estimate for the construction required to replace the equipment in CV Lab 3 on historical costs from previous, similar projects. We also consulted with construction and design team members for this project as well. We feel confident that our budget is correct.
Thank you,

Mark C. Brooks ***(he/him/his)***
o **816.502.7097** | ***m*** **913.481.6628**
Director - Construction
901 E. 104th Street
Kansas City, Missouri 64131

Saint Luke's BJC Health System

From: Hill, Audrey M
Sent: Wednesday, January 15, 2025 9:31 AM
To: Brooks, Mark C <mbrooks@saint-lukes.org>
Subject: Follow Up Question for CV Lab 3 CON Project

Good Morning Mark - The state had a few follow up questions re: our CV Lab 3 CON application —please see highlighted below. Could you send information on methods/assumptions for the renovation costs my way so I can forward along?

From: Fick, Mackinzey <Mackinzey.Fick@health.mo.gov>
Sent: Tuesday, January 14, 2025 4:56 PM
To: Hill, Audrey M <ahill@saint-lukes.org>
Subject: CON 6182 HT

Audrey,

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

- Provide a service area for the staff analysis.
- Provide 3rd party documentation or methods/assumptions for renovations.

Divider II. Proposal Description:

1. Provide a complete detailed project description, CON project number of the existing equipment, and include the type/brand of both the existing equipment and the replacement equipment.
Saint Luke's Hospital of Kansas City is seeking approval to replace existing X-Ray equipment with a SIEMENS ARTIS icono ceiling imaging system. The unit for which we are seeking replacement was not previously approved.

The replacement equipment will be operated by Saint Luke's Hospital of Kansas City. It will be operated at the same location as the existing equipment and at no time will the two units be in operation at the same time. If approved, the replacement unit will be installed during the 2nd quarter of 2025. The estimated total project cost is $2,119,686. There is an estimated renovation cost of $870,000 plus $75,000 in estimated architectural fees. An equipment quote totaling $1,174,686 is included in this application.
(See attachment #4)

2. Provide a listing with itemized costs of the medical equipment to be acquired and bid quotes.
An itemized quote for the SIEMENS ARTIS icono ceiling imaging system is included in this application.
(See attachment #4)

3. Provide a timeline of events for the project, from CON issuance through project completion.
Once approved (Expected 2/21/2025), SLHS will work with the vendor to initiate equipment purchase. This must be done after we have an approved CON. Construction will take place throughout Q1 of 2025. We expect to be able to complete the equipment purchase and installation in Q2-3 2025. The existing unit will be traded in and at no time will both units be operating at the same time.

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40 Liberty Boulevard, Malvern, PA 19355

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megan.caldwell@siemens-healthineers.com

Customer Number: 0000010331

Date: 1/15/2025

SAINT LUKE'S HEALTH SYSTEM
901 E 104TH ST
KANSAS CITY, MO 64111

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

Table of Contents **Page**

Contract Total: $ 1,174,686
(total does not include any Optional or Alternate components which may be selected)

Proposal valid until 2/21/2025

Estimated Delivery Date: 07/15/2025

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

Notwithstanding anything else in this Agreement, or in any applicable group purchasing agreement terms, if Purchaser does not accept delivery within 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 #2024-2731.

The terms of the Master Purchasing Agreement, dated June 1, 2022, between Siemens and St. Luke's, shall govern the purchase and services described in this quotation/service agreement. In the event of any conflict or inconsistency between any material term of this quotation/service agreement and the Master Purchasing Agreement, the terms of the Master Purchasing Agreement will control unless this quotation/service agreement specifically states that a particular provision will control over a particular provision in the Master Purchasing Agreement.

This is a CONFIDENTIAL, one-time multi-modality bundle offer which may not be shared with any third parties, buying evaluation groups or anyone not directly employed by customer. The Siemens Executive Summary presented to the Customer is incorporated herein and made a part hereof. This offer is only valid if firm, non-contingent purchase orders for all quotations identified in the Siemens Executive Summary are received by Siemens on or before 09/30/2024. This date supersedes any other validity date indicated in the proposal.

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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.		**SAINT LUKE'S HEALTH SYSTEM**	
By (sign):	_____	By (sign):	_____
Name:	Megan Caldwell	Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

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

By (Sign): _____

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Quote Nr:	**CPQ-1051455 Rev. 0**
Terms of Payment:	**00% Down, 80% Delivery, 20% Installation** **Free On Board: Destination**
Purchasing Agreement:	VIZIENT SUPPLY LLC VIZIENT SUPPLY LLC terms and conditions apply to Quote Nr CPQ-1051455 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	**ARTIS icono ceiling Cardiology** 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 arrythmias. The ceiling mounted C-arm combines flexibility and speed for a smooth positioning at any side of the patient without rotating the patient table. OPTIQ is a new approach to image quality and dose, to visualize new materials and smaller devices clearly with low dose. CaseFlows improve usability and standardization. For new and complex procedures this will help the cardiologist to focus on the procedure.	$ 350,450
1	14465107	**ELEVATE buyback_zee ceiling system** AT Elevate program for Artis zee Ceiling systems that will be replaced by a new ARTIS icono AT Elevate is the Siemens managed system upgrade program, which helps you replace your existing system with a new one, allowing you to benefit from modern technologies and functionalities. The old system will be bought back by Siemens.	$ 0
1	14465119	**ELEVATE_CLEARstent Live-adv. pack.** 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. 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. 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. CLEARstent Live allows real-time verification of stent positioning while moving the	$ 0

Qty	Part No.	Item Description	Extended Price
		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. 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. 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. Contains both CLEARstent Live license and CLEARstent license.	
1	14465321	**Omni Spin** ARTIS icono ceiling Omni Spin.	$ 0
1	14465043	**Imaging System** Image system computer for control of system operation and image acquisition.	$ 56,074
1	14432948	**Automap** Automatic stand positioning depending on the selected reference image and automatic reference image selection depending on the stand positioning.	$ 1,153
1	14455567	**Memory expansion (200k)** Memory expansion: - 200,000 images in 1k/12-bit matrix with a size of 2 MB. - 50,000 images in 2k matrix with a size of 8MB.	$ 1,601
1	14465042	**OPTIQ with as40HDR GIGALIX** 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. 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.	$ 173,567
1	14465015	**Multimodality Viewing** 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.	$ 49,617
1	14455573	**Large Display (rail mount)** Large color flat screen display (including cables) for the examination room, with a panel diagonal of 55”. This large display version provides an excellent clinical image quality due to its new IPS panel technology. The Large display is fixed on a ceiling-mounted, longitudinally movable, rotatable, and height-adjustable display holder in the examination room.	$ 63,476
1	14465217	**Large Display diagn. protection** 55" laminated glass protective screen for the monitor panel.	$ 4,940
1	14465030	**Large control room display** 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	$ 10,741
1	14465045	**ARTIS multi-tilt table**	$ 112,904

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Qty	Part No.	Item Description	Extended Price
		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. - 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. - Allows tilting in +15°/-20° and a +/-15° cradle. - The easy-float tabletop permits hassle-free positioning of the tabletop regardless of patient weight, mounted lower-body radiation protection and tableside modules. - Small table base allows upright and comfortable standing, close to the patient. - The Siemens unique IsoTilt functionality keeps the C-arm projection during Trendelenburg tilting. - Ball bearing mounted slidable accessory rails on both sides for easy positioning of control modules and accessories. Note: It is mandatory to provide UPS back up with this table option in order to comply with IEC 60601-2-43 CL. 201.15.101. Reason: In the event of power failure a neutral table position suitable for CPR must be reachable within 15 seconds. A suitable UPS from Siemens as required must be included in your order unless an existing / planned UPS provision for your installation site will satisfy the requirement.	
1	14455548	**Mattress - thick** 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"	$ 1,587
1	14465054	**Oper. contr. ARTIS table** For an ideal workflow, full system operation can be performed directly at the table side.	$ 11,801
1	14465069	**1st 4 pedal cable footswitch** Wired 4-pedal footswitch for release of fluoroscopy, acquisition, and tabletop brake (with ARTIS table), as well as configurable control function.	$ 1,163
1	14465049	**2nd 4 pedal wireless footswitch** Additional wireless 4-pedal footswitch for release of fluoroscopy, acquisition, and tabletop brake (with ARTIS table), as well as configurable control function.	$ 3,613
1	14465124	**Operation in the control room** Preparation for system operation from control room.	$ 3,054
1	14465095	**Op. ctrl. - handswitch (C-Room)** Additional handswitch for radiation release and additional control functions.	$ 572
1	14455566	**Injector connection (C-Room)** Interface in the control room for controlling the contrast medium injector. Injectors can be offered by Siemens Healthineers Accessory Solutions.	$ 2,524
1	14440419	**Cable clips ECG** Cable clips for securing the ECG cable to the patient tabletop. It includes 10 cable clips.	$ 31

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Qty	Part No.	Item Description	Extended Price
		Intended only for use with Artis / ARTIS tables.	
1	14465062	**Infusion bottle holder** 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.	$ 259
		Intended only for use with Artis/ARTIS tables.	
1	14455916	**Spacer Rail** 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. Weight: 4.7 kg Dimensions: 65 cm (L) x 10 cm (W) x 4.4 cm (H)	$ 1,744
1	14465063	**Bendable anesthesia screen** This flexible anesthesia screen holder serves as a holder for sterile drape (anesthesia screen) placed between the head and abdomen of the patient. It includes one anesthetic arm and brackets for mounting it onto the accessory rails.	$ 420
		It requires the presence of accessory rail modules to which it will be mounted.	
1	14440459	**Arm rest** 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. 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). - Length pad: 60 cm / 23.62" - Width: 9 to 20 cm / 3.54" to 7.87" - Maximum weight: 5 kg (11.02 lbs.) - Weight (with pads): 2.1 kg / 4.63 lbs.	$ 1,023
		Only for use with Artis / ARTIS tables.	
1	14440460	**Arm holder (pair)** 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.	$ 376
		Intended only for use with Artis / ARTIS tables.	
2	14465056	**Abdomen radiation prot. IR** 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);	$ 9,105

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Qty	Part No.	Item Description	Extended Price
		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. The maximum load of the accessory rails is 20 kg (44.1 lb). Intended only for use with ARTIS tables. It provides a dictance of 7cm to prevent the collision with the table base in case of maximum penning.	
1	14434157	**Moveable upper body rad. protection** 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. 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. The operation range is limited when used with Artis floor/biplane MN. Max. weight: 18 kg / 39.68 lbs.	$ 6,165
1	14440512	**LED Exam Light** Ceiling-mounted, flexible positionable examination light with focusable light system. It is fully integrated into the ceiling-installed radiation protection mounting unit. - Luminance: Min 70.000 Lux for 100 cm / 39.4" distance - Working distance: 70 to 140 cm / 27.6" to 55.1" - Focusable light field: 14 to 25 cm / 5.5" to 9.8" - Color rendering index Ra at 4500 Kelvin: min. 95 - Color temperature: 4,100+-200 Kelvin - Total input power: Max. 24 VA	$ 4,919
1	14465144	**DSA acquisition mode** 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. OPTIQ Roadmap comes with enhanced image quality improvements at reduced radiation dose. Several directly accessible features ease the workflow and save time.	$ 22,843
1	14432947	**Fluoro Loop** Storage and review of dynamic fluoroscopic sequences. This saves an additional acquisition and helps to reduce dose. The maximum storable fluoroscopic time is limited by the maximum DICOM file size of 4 Gbyte.	$ 7,647
1	14465096	**QVA Vascular analysis** Vessel analysis with determination of degree of stenosis, distance measurement and calibration.	$ 4,490
1	14455928	**IntraSight Cable Set** Cable set for operating the Philips IntraSight Ultrasound System in combination with Artis VE systems.	$ 7,317
1	14465141	**OEM recording system interface**	$ 1,082

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Qty	Part No.	Item Description	Extended Price
		Cable connection to an OEM measurement system. Holder for the ECG interface when using an OEM measurement system in the examination room. Recording, storage, and display of an ECG lead. Displayed together with the image information on a single monitor.	
1	14465038	**syngo Valve Guide Engine** 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 planning data and 3D volumes on live fluoroscopy workflow support for valve implantation or replacement - In-room control for table-side operation of advanced applications - 3D Wizard for expert step-by-step guidance in 3D acquisition - Parallel patient processing capabilities - Fusion functionality for integration of pre-interventional 3D datasets also from other modalities into the Angio-room - Marking of points or lines on the 3D geometry or MPRs and overlay of these markings on live fluoroscopy.	$ 74,230
1	14465058	**Upper body radiation prot. moveable** 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. 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. The operation range is limited when used with Artis floor/biplane MN. Max. weight: 18 kg / 39.68 lb.	$ 4,427
1	14434158	**Fixed upper body rad. protection** This radiation shield provides protection from scattered radiation. It includes a fixed ceiling-mounted stand (85cm/ 33.5"), a support arm (95 cm x 91 cm/ 35.8" x 37.4") and acrylic glass. The shield is made of acrylic glass with lead equivalent of 0.5mm /0.02" (w x h: 61 cm/24" x 76 cm/29,9") which can pivot and rotate around a fixed point with a range of 360 degrees. It is mounted on a counter-weighted, height-adjustable support arm that is fixed on a column with a height of 850 mm/ 33.5". Max. weight: 18 kg/ 39.68 lbs.	$ 4,625
2	14455696	**Add. Display 24" with video cable**	$ 8,855

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Qty	Part No.	Item Description	Extended Price
		24" TFT display for flexible usage Including 36m DVI-D fiber-optic cable.	
1	14465084	**Live 2k Imaging** 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. 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.	$ 4,208
5	14465240	**Video Converter Kit Uni** The Video Converter Kit Uni allows the connection of one 3rd-party video signal e.g. ultrasound, endoscope or patient monitoring. The connected video source can be displayed on the Large Display and/or the ARTIS Cockpit in the control room. Possible Video Inputs: VGA, YPbPr, S-Video, CVBS, DVI-D, HDMI, DP, SDI Per video connection one video converter is required.	$ 15,652
1	14455633	**Add. Display with Live Image** 24" TFT display for Live Image display. Including 36m cable with DVI-D connection and transceiver for display installation on the rear of the DCS in combination with the Large Display.	$ 4,427
1	14465146	**2nd Display with Live Image** 24" TFT display for Live Image display. Including 36m cable with DVI-D connection and transceiver for display installation on the rear of the DCS in combination with the Large Display.	$ 4,427
1	14455543	**Tabletop - wide** Patient positioning tabletop made of carbon fiber in wide, straight design for universal use. The tabletop is straight all the way to the head area. Maximum patient weight: 280 kg / 617.3 lbs. Weight: 12.7 kg / 28.0 lbs. Length: 2287 ± 1 mm / 90.1" ± 0.04" Width: 525 ± 0.5 mm / 20.7" ± 0.02" Intended only for use with ARTIS tables.	$ 5,986
1	14440447	**Acc. rail module, wide tabletop** This is an attachable module with accessory rails for placing the control modules near the patient's abdomen. It includes a carbon fiber module with accessory rails (45 cm / 17.7") attached to the right and left slides over the outer edges of the patient positioning tabletop. Length: 48 cm (18.9 ") Width (without accessory rails): 55 cm / 21.65" Width (with accessory rails): 61.8 cm / 24.33" Weight: 5.9 kg (13 lbs.) Maximum weight: 60 kg (88.19 lbs.). Intended only for use with Artis/ ARTIS wide tabletop.	$ 2,267
1	14455546	**Tabletop - long** Tabletop with extended length. Intended only for use with ARTIS tables.	$ 8,213
1	14455704	**Mattress-thick f. tabletop - long**	$ 3,691

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Qty	Part No.	Item Description	Extended Price
		Mattress thick Matching, special-foam mattress, 8 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.	
1	14443019	**syngo EVAR Guidance** A dedicated application providing easy and automatic 3D image guidance during EVAR procedures. Pre-acquired CT datasets are processed to automatically provide the relevant information for 3D image guidance typically, in less than one minute. The application provides: - Fully automatic mesh modeling of the aortic wall. - Fully automatic generation of ostia target rings of main branched vessels. - Automated proposal of stent graft landing zones. - Automatic calculation of optimal C-arm angulations for stent deployment and radiation-free C-arm positioning. The important anatomical landmarks can be overlaid with the live fluoroscopy or DSA for continuous dynamic 3D image guidance during the procedure.	$ 16,456
1	14440411	**Intercom - Comfort** Intercom system for communication between examination room and control room. It includes: - A microphone with a control box for the control room. - A microphone with an adaptive acoustic filter for background noise suppression for the examination room. - A footswitch for conversation selection for the examination room.	$ 805
1	AX_PR_ICONC MULTI	**IconoCeiling w multitilt table promotion** 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 & Bill, Multi-unit purchase. Required Part Numbers: One of 14465276, 14465279, 14465277, 14465280, 14465278, 14465281, AND 14465045	- $ 50,000
1	AXA_RIG_ICON O_SP	**Standard Rigging icono SP**	$ 15,392
1	AXA_HOR_BD_ LV1	**Essential Education Package (AXA)(HOR)** This Essential Hybrid Operating Room education package includes: - Dedicated Siemens Education Consultant: partnering with your Education Coordinator to create a blended curriculum adapted to your facility's individual needs. - Blended Learning Curriculum: a combination of at least two (2) 28-hour onsite trainings, digital (immersive, online & virtual) education, and instructor-led classroom elevated by ASRT accreditation. Designed for your team to maximize their confidence and competence on your system. - On-site Customization: optimizing system hardware, software, workflow and operating safety consistent with the cleared use of the	$ 83,096

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Qty	Part No.	Item Description	Extended Price
		system. - Ongoing Educational Case Support: ability to request onsite case-support for advanced procedures. The education will be delivered in four (4) phases: 1) Pre-Installation: Customized Education Plan (CEP) tailored to your site's experience level and case types. Training needs assessed on hardware and software options, and ongoing procedure support. 2) Pre-Go Live: blend of virtual courses & instructor-led classroom training. 3) Go Live: minimum of two (2) weeks of 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 on advanced request and subject to availability. Parties will mutually agree on deliverables and scheduling of the requested training. This educational offering must be utilized within 12 months following install end date. If this offering is not completed within the applicable time period, Siemens obligation to provide the training will expire without refund.	
3	AXA_CLS	**Classroom (AXA)** Tuition for (1) attendee for a customer classroom course of choice at one of the Siemens training centers. Includes economy airfare and lodging for (1) attendee. All arrangements must be arranged through Siemens designated travel agency. Please view Siemens Healthineers PEPconnect at www.pep.siemens-info.com for available course options and descriptions. This educational offering must be completed (12) months from install end date. If training is not completed within the applicable time period, Siemens Healthineers obligation to provide the training will expire without refund.	$ 18,408
1	AXA_ELVRFCMP_DEINS	**Elevate R Deinstallation Ceiling-Flr-MP**	$ 20,800
1	AXA_ELVRFCMP_DEOFF	**Elevate R Deinstal Ceiling-Flr-MP Offset**	- $ 20,800
1	AXA_TRADE_IN_ALLOW	**Trade-in of a Siemens Artis zee ceiling, project #2024-2731, deinstall/expires 3/31/2025, per BL Elevate ($1)**	- $ 1
1	EPW935515UPS	**Eaton Powerware 9355 15 kVA UPS** Includes UPS, battery, maintenance bypass panel, and one year on-site parts and labor coverage (24x7) by Eaton Powerware. This UPS is recommended when protection and uninterruptible power is required for the Artis' C-arm and table. Emergency fluoroscopy is not available with this UPS. If emergency fluoroscopy is required, the 9390 - 160 kVA UPS is recommended for the full system. One UPS per lab. Additional seismic brackets are required to make this system OSHPD approved.	$ 24,949
2	GEL104013660127 8	**Black anti-fatigue mat 36x60** Black NewLife EcoPro anti-fatigue mat (36 inches x 60 inches), 3/4 inch polyurethane foam, fluid and dirt resistant with anti-micorbial properties, matte textured surface. 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.	$ 520
1	AXA_ADDL_RIGGING	**Additional Rigging AXA $7,792**	$ 7,792
		System Total	**$ 1,174,686**

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OPTIONS on Quote Nr : CPQ-1051455 Rev. 0

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	BART700TABL	**Mark 7 Arterion, Table Mount Injector** The Arterion Mark 7 Table contrast medium injector allows for the remote installation of the system power supply and installation of the injector head onto a table bracket. The injector system includes: Power supply and injector head with corresponding cabling An adjustable height table bracket for the injector head A desk mounted user control console with large touch screen Functions Pressure limitation: for 150 ml syringes 689 to 8273 kPa, corresponds to 100 to 1200 psi. . 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 Release delay for injection or radiation: 0 to 99.9 s in increments of 0.1 s. Adjustable volume for 150 ml syringes: 1 ml to the max. syringe capacity in increments of 1 ml. Fill rate: Variable syringe filling speed 1-20ml/s. Injection protocols: Up to 40 injection protocols possible. 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	**+ $ 30,836**	_____

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Qty	Part No.	Item Description	Extended Price	Initial to Accept
		Operator Manual Service manual (English). Power supply 200 V to 250 V; 50/60 Hz.		
1	BINSART700R	**Arterion Rack Mnt Install**	**+ $ 2,314**	_____
1	BART700PEDL	**Mark 7 Arterion, Pedestal System** 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. 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. Functions Pressure limitation: for 150 ml syringes 689 to 8273 kPa, corresponds to 100 to 1200 psi. . 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 Release delay for injection or radiation: 0 to 99.9 s in increments of 0.1 s. Adjustable volume for 150 ml syringes: 1 ml to the max. syringe capacity in increments of 1 ml. Fill rate: Variable syringe filling speed 1-20ml/s. Injection protocols: Up to 40 injection protocols possible. 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	**+ $ 29,016**	_____

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Qty	Part No.	Item Description	Extended Price	Initial to Accept
		Service manual (English). Power supply 200 V to 250 V; 50/60 Hz.		
1	BINSART700P	**Arterion Pedestal Install**	**+ $ 1,606**	_____
1	BSCH7492493120C0	**Boston Sci AVVIGO+ IVUS Mobile System** Boston Scientific AVVIGO+ Mobile IVUS System Includes: AVVIGO+ Guidance System Mobile Platform- touch screen medical grade tablet with battery, desktop docking station, digital pen, power supply, and Installation Guide FFR Link- Qty 1 Applications Training Installation: Installation by Boston Scientific included in Siemens' pricing Warranty: 1-year manufacturer warranty thru Boston Scientific.	**+ $ 132,000**	_____
1	BSCH7495551000	**Boston Sci FFR Link/Signal Processing** Boston Scientific additional FFR Link to be used with AVVIGO+ IVUS System Installation: Installation by Boston Scientific included in Siemens' pricing Warranty: 1-year manufacturer warranty thru Boston Scientific.	**+ $ 6,700**	_____
1	SRVH749AVVIGOEC31	**Boston Sci EssentialCare Service- 2 Yr** Boston Scientific 2 Year EssentialCare Service Plan for AVVIGO+ Includes: Support (Access to technicians via phone, 24/7 phone support during patient procedure, priority designation in service and repair queue, 2 business day response time); Repair & Maintenance (100% coverage on replacement parts, travel, & labor, 1 Preventative Maintenance every 12 months); Updates & Upgrades (all software updates); and Shipping (standard 2 business day shipping)	**+ $ 31,500**	_____
1	VOLINTRA7	**Philips Intrasight 7 integrated** Philips Intrasight 7 includes the following: IntraSight interventional application platform – Includes CPU with Windows, 19 inch monitor, mouse, keyboard and cabling kit. Imaging IVUS license - Includes digital, rotational and ChromaFlo IVUS Physiology license – Includes iFR hyperemia free lesion assessment modality, FFR modality Touch screen module (TSM) Philips Remote Services IVUS and iFR co-registration/tri-registration – Includes SyncVision CPU, monitor, joystick, mouse, keyboard and cabling kit Device detection Quantitative coronary analysis Vessel enhancement Installation and one year warranty provided by Philips.	**+ $ 234,000**	_____
1	14440452	**Catheter bracket** This item can be positioned at the foot end of the patient table. It is made of stainless steel and attached at the accessory rail at the foot end. It includes a table extension.	**+ $ 787**	_____

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Qty	Part No.	Item Description	Extended Price	Initial to Accept
		Intended only for use with Artis / ARTIS tables.		
1	14465205	**PERISTEPPING / PERIVISION** C-arm stepping for real-time bolus chasing. Peripheral digital angiography with stepping and online subtraction display.	**+ $ 18,827**	_____

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

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

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

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Siemens Medical Solutions USA, Inc. General Terms and Conditions

1. GENERAL

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

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

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

2. PRICES

2.1 Quotations. Unless otherwise agreed to in writing or set forth in the quotation, all prices quoted by Seller and amounts payable by Purchaser are in U.S. dollars, and include Seller's standard packaging. The prices quoted to 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 on account of the earliest amount due Seller. No endorsement or statement on any check or payment or elsewhere shall constitute or be construed as an accord or satisfaction.

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

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

Upon the occurrence of any event of default, at Seller's election: (a) the entire amount of any indebtedness and obligation due Seller under this Agreement and interest thereon shall become immediately due and payable; (b) Seller may suspend the performance of any of Seller's obligations hereunder, including, but not limited to, obligations relating to delivery, installation and warranty services; (c) Purchaser shall put Seller in possession of the Products upon demand; (d) Seller may sell or otherwise dispose of all or any part of the Products and apply the proceeds thereof against any indebtedness or obligation of Purchaser under this Agreement; and/or (e) if this Agreement or any indebtedness or obligation of Purchaser under this Agreement is referred to an attorney for collection or realization, Purchaser shall pay to Seller all costs of collection and realization (including, without limitation, a reasonable sum for attorneys' fees); and Purchaser shall pay any deficiency remaining after collection of or realization by Seller on the Products. In addition, Seller may terminate this Agreement upon written notice to Purchaser in the event that Purchaser is not approved for credit or upon the occurrence of any material adverse change in the financial condition or business operations of Purchaser.

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

5. EXPORT TERMS

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

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

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

6. DELIVERY, RISK OF LOSS

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

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

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

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

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

7. SECURITY INTEREST/FILING

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

8. CHANGES, CANCELLATION, AND RETURN

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

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

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

9. FORCE MAJEURE

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

10. WARRANTY

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

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

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

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

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

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

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

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

11. LIMITATION OF LIABILITY

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

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

12. INSTALLATION - ADDITIONAL CHARGES

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

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

12.3 Purchaser's Obligations. Purchaser shall, at its expense, provide all proper and necessary labor and materials for plumbing service, carpentry work, conduit wiring, and other preparations required for such installation and connection. All such labor and materials shall be completed and available at the time of delivery of the Products so that Seller may commence with installation and final calibration without delay. Additionally, Purchaser shall provide free access to the installation site and, if necessary, safe and secure space for storage of Products and equipment prior to installation by Seller. Purchaser shall be responsible, at its sole cost and expense, for obtaining all permits, licenses and approvals required by any federal, state or local authorities in connection with the installation and operation of the Products, including but not limited to any certificate of need and zoning variances. Purchaser shall provide a suitable environment for the Products and shall ensure that its premises are free of hazardous conditions and any concealed or dangerous conditions and that all site requirements are met at time of delivery. Seller shall delay installation of the Products until Purchaser has completed the removal of any hazardous materials and has taken any other precautions and completed any other pre-installation work required by applicable regulations and/or Seller specifications; and Purchaser shall reimburse Seller for any increased costs and expenses incurred by Seller that are the result of or are caused by such delay. In the event that Purchaser requests delivery prior to the completion of its site readiness obligations, Purchaser assumes all risk of damage or loss to the Products associated with such early delivery and shall reimburse Seller for any increased costs and expenses incurred by Seller that are the result of or are caused by any such early delivery. In the event the delivery of the Products is delayed without prior written approval by Seller by more than forty-five (45) calendar days from the scheduled delivery date in accordance with Section 6.1 herein due to Purchaser's failure to complete all requisite pre-installation work or Purchaser's refusal to accept delivery, then the Products shall be deemed installed on the scheduled delivery date for the purposes of Section 10.1 herein.

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

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

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

13. PATENT, COPYRIGHT AND OTHER INFRINGEMENT CLAIMS

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

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

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

14. DESIGNS AND TRADE SECRETS; LICENSE; CONFIDENTIALITY

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

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

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

15. ASSIGNMENT

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

16. COSTS AND FEES

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

17. MODIFICATION

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

18. GOVERNING LAW; WAIVER OF JURY TRIAL

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

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

19. COST REPORTING

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

20. INTEGRATION

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

21. SEVERABILITY; HEADINGS

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

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

22. WAIVER

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

23. NOTICES

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

24. RIGHTS CUMULATIVE

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

25. END USER CERTIFICATION

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

26. ACCESS TO BOOKS AND RECORDS

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

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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

be chargeable (e.g., travel, labor, and sometimes charges for parts) depending on Update.
NOTWITHSTANDING THE FOREGOING, SELLER ASSUMES NO LIABILITY WHATSOEVER FOR DAMAGE TO THE EXTENT SUCH DAMAGE IS CAUSED BY THE FOLLOWING:

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

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

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

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

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

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

L026-7 Revised May 2024

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

SIEMENS REPRESENTATIVE
Megan Caldwell - +1 (816) 308-3340
megan.caldwell@siemens-healthineers.com

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

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

"**Agreement**" shall mean the attached (i) Quotation for Products and/or Services including the Terms and Conditions of Sale and applicable schedules; and/or (ii) Software License Agreement describing the software licensed herein and the specific system for which the license is issued.
"**Licensor**" shall mean Siemens Medical Solutions USA, Inc.
"**Licensee**" shall mean the end-user to whom Licensor provides Software or Documentation for its internal use under the Agreement.
"**Software**" shall mean the software described in the attached Agreement, including the following as contained therein: (i) software programs consisting of a series of statements or instructions to be used directly or indirectly in a programmable controller or computer to bring about a certain result and (ii) databases consisting of systemized collections of data to be used or referenced directly or indirectly by a programmed controller or computer. Notwithstanding the foregoing, "Software" does not include "firmware" as such term is conventionally understood. Diagnostic/Maintenance Software also is not included within the scope of the Software licensed under this Schedule, and is available only as a special option under a separate Diagnostic Materials License Agreement and may be subject to a separate licensing fee.
"**Documentation**" shall mean the documents and other supporting materials which are intended to support the use of an associated product, including (but not limited to) instructions, descriptions, flow charts, logic diagrams and listings of the Software, in text or graphic form, on machine readable or printed media.
"**Designated Unit**" shall mean a single control unit or computer identified on the first page of the Agreement, on which Software licensed hereunder may be used by Licensee.
2. SCOPE: The following terms and conditions shall apply to all Software and Documentation provided by Licensor to Licensee under the Agreement (whether included with other products listed in the Agreement or listed separately in the Agreement), together with any updates or revisions thereto which Licensor may provide to Licensee, and all copies thereof, except any Software and/or Documentation licensed directly by Licensor's supplier under a separate end-user license agreement accompanying the Software or the Documentation, in which case Licensee agrees to be bound by that license agreement as a condition to using the Software and/or Documentation. Except as expressly provided herein, and provided that in no event shall the warranties or other obligations of Licensor with respect to such Software or Documentation exceed those set forth in this Schedule, this Schedule shall be subject to the liability limitations and exclusions and other terms and conditions set forth in the Agreement. **ANY USE OF THE SOFTWARE, INCLUDING BUT NOT LIMITED TO USE ON THE DESIGNATED UNIT, WILL CONSTITUTE LICENSEE'S AGREEMENT TO THIS SOFTWARE LICENSE SCHEDULE (OR RATIFICATION OF ANY PREVIOUS CONSENT).**
3. SOFTWARE AND DOCUMENTATION LICENSE: Subject to the payment of any applicable annual license fee(s), whether stated separately or included in the purchase price of another product, and to Licensee's acceptance of all of the obligations set forth herein and to the fulfillment of those obligations, Licensor or, if applicable, its licensor or supplier, hereby grants to Licensee a paid-up, nonexclusive and nontransferable (except as expressly provided in this Schedule) limited license to use the Software provided by Licensor under the Agreement solely for Licensee's own use on the Designated Unit and to use the Documentation in support of Licensee's authorized use of the Software, for the purpose of operating the Designated Unit in accordance with the instructions set forth in the user's manual supplied with the Designated Unit and for no other purpose whatsoever. A separate license is required for each Designated Unit on which the Software is to be used. Licensee may obtain from Licensor one copy of the Software licensed hereunder for backup and archival purposes only as is necessary to support Licensee's own authorized use of the Software, provided that Licensee includes on or in all copies (in any form) all copyright, trade secret or other proprietary notices contained on or in the Software as provided by Licensor. Additional copies of the Documentation may be licensed from Licensor at its then applicable charges. Licensee may make the Software and Documentation (including any copies) available only to its employees and other persons on Licensee's premises to whom such disclosure is necessary to enable Licensee to use the Software or Documentation within the scope of the license provided in this Schedule. If the Software is supplied to any unit or agency of the United States Government other than the Department of Defense, the Software and Documentation are classified as "restricted computer software" and the Government's rights in the Software and Documentation shall be as provided in paragraph (c) (2) of the Commercial Computer Software-Restricted Rights clause in FAR 52.227-19 and any successor laws, rules or regulations thereto. If the Software is supplied to the United States Department of Defense, the Software is classified as "commercial computer software" and the Government is furnished the Software and Documentation with "restricted rights" as defined in paragraph (c) (1) of the Rights in Technical Data and Computer Software clause in DFARS 252.227-7013 and any successor laws, rules or regulations thereto.
4. PROPRIETARY PROTECTION AND CONFIDENTIALITY: Ownership of and title to the Software and Documentation and all copies, in any form, licensed under this Schedule are and will remain in Licensor or its suppliers at all times. Licensee shall not (i) remove any copyright, trade secret or other proprietary right notices contained on or in the Software or Documentation as provided by Licensor, (ii) reproduce or modify any Software or Documentation or copy thereof, (iii) reverse assemble, reverse engineer or decompile any Software, or copy thereof, in whole or in part (except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation), (iv) sell, transfer or otherwise make available to others the Software or Documentation, or any copy thereof, except as expressly permitted by this Schedule, or (v) apply any techniques to derive any trade secrets embodied in the Software or Documentation. Licensee shall take all appropriate actions to ensure that: (i) the Software does not leave the Designated Unit's equipment location as set forth above, (ii) the Software is not copied by Licensee or any third parties, and (iii) the Software is not used in any equipment other than the Designated Unit. Licensee shall secure and protect the Software and Documentation and copies thereof from disclosure and shall take such actions with its employees and other persons who are permitted access to the Software or Documentation or copies as may be necessary to satisfy Licensee's obligations hereunder. Prior to disposing of any computer medium, computer memory or data storage apparatus, Licensee shall ensure that all copies of Software and Documentation have been erased therefrom or otherwise destroyed. In the event that Licensee becomes aware that any Software or Documentation or copies are being used in a manner not permitted by the license, Licensee shall immediately notify Licensor in writing of such fact and if the person or persons so using the Software or Documentation are employed or otherwise subject to Licensee's direction and control, Licensee shall use reasonable efforts to terminate such impermissible use. Licensee will fully cooperate with Licensor so as to enable Licensor to enforce its proprietary and property rights in the Software. Licensee agrees that, subject to Licensee's reasonable security procedures, Licensor shall have immediate access to the Software at all times and that Licensor may take immediate possession thereof upon termination or expiration of the associated license or this Schedule. Licensee's obligations under this paragraph shall survive any termination of a license, the Schedule or the Agreement.
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capability for which the Licensee will be charged. In addition, some updates may require Applications Training performed by Licensor's personnel that will be offered at Licensor's prevailing rates. Licensor retains the sole right to determine whether an update requires such training.

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TRADE-IN EQUIPMENT REQUIREMENTS

TRADE-IN EQUIPMENT REQUIREMENTS

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

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

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

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

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AT Warranty Information

Product (New Systems and "ECO" Refurbished Systems Only)	**Period of Warranty**[1]	**Coverage**[2, 5]	**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[3]			
Spare Parts (excluding key components)	**Period of Warranty**	**Coverage**[5]	**Special Conditions**
Consumables	Not covered		
Spare parts	6 months	Full credit (100%) wear/failure parts only.	
Key Components	**Period of Warranty**	**Coverage**[5]	**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[4] whichever occurs first, parts only.	
Gigalix Tube	12 months	Full credit (100%) wear/failure or 100,000 SLU[4] 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[4] 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

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.