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

SIEMENS REPRESENTATIVE
Steven Cheek
steven.cheek@siemens-healthineers.com

Customer Number: 0000003665

Date: 02/28/2025

MERCY SAINT FRANCIS HOSPITAL
100 W US HWY 60
MOUNTAIN VIEW, MO 65548

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

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Contract Total: $ 1,354,492
(total does not include any Optional or Alternate components which may be selected)

Proposal valid until 03/31/2025

Estimated Delivery Date: 02/09/2026

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

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

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

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Accepted and Agreed to by:

Siemens Medical Solutions USA Inc.		**MERCY SAINT FRANCIS HOSPITAL**	
By (sign):	_____	By (sign):	Brian Day
Name:	Steven Cheek	Name:	Brian Day
Title:	_____	Title:	SVP - Financial Ops and Planning
Date:	_____	Date:	03/27/2025

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-1344252 Rev. 2**
Terms of Payment:	**00% Down, 90% Delivery, 10% Installation** **Free On Board: Destination**
Purchasing Agreement:	HEALTHTRUST PURCHASING GRP HEALTHTRUST PURCHASING GRP terms and conditions apply to Quote Nr CPQ-1344252 Customer certifies, and Siemens relies upon such certification, that : (a) HPG-66709 MR AGREEMENT is the sole GPO for the purchases described in this Quotation, and (b) the person signing this Quotation is fully authorized under the Customer's policies to choose and indicate for Customer such appropriate GPO.

MAGNETOM Altea - System

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

Qty	Part No.	Item Description	Extended Price
1	14461700	**MAGNETOM Altea - System** MAGNETOM Altea is the new 1.5T Open Bore system that gives you full confidence to deliver the productivity, reproducibility, and patient satisfaction that you demand in MRI. Powered by our premium MR technology, MAGNETOM Altea combines our unique BioMatrix technology with the new syngo MR XA software platform and our exclusive Turbo Suite to fundamentally transform care delivery for the better. System Design - Short and open appearance (157 cm total system length cover-to-cover and 70 cm Open Bore Design) to reduce patient anxiety and claustrophobia - Whole-body superconductive Zero Helium Boil-Off 1.5T magnet - Weight-optimized magnet technology based on high performance 3T and 7T magnet design - Actively Shielded water-cooled Siemens gradient system for maximum performance Tim 4G (Total imaging matrix in the 4th generation) for excellent image quality and speed with Siemens unique DirectRX technology enabling all digital-in/digital-out design and Dual-Density Signal Transfer Technology Push-button exams with GO technologies Select&GO DotGO/ myExam Companion Recon&GO	$ 1,404,000

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Qty	Part No.	Item Description	Extended Price
		MR View&GO Tim Application Suite allowing excellent head-to-toe imaging for - Neuro - Angio - Cardiac - Body - Onco - Breast - Ortho - Pediatric - Scientific Further included - High performance host computer and measurement and reconstruction system - Patient communication including headphones - syngo MR software including - Turbo Suite Essential - 1D/2D PACE - BLADE - Phoenix - Inline Diffusion - MDDW (Multiple Direction Diffusion Weighting) - CISS - DESS - TGSE - Offline Composing	
1	14460161	**MR General Engine #Vi** syngo.MR General Engine extends Numaris/X by adding dedicated workflows and tools for routine and advanced reading of MR examinations. A generic MR Basic workflow is provided, as well as specific MR Neurology, MR Prostate Reading, MR Breast Reading, and MR Cardio-Vascular workflows.	$ 1
1	14475308	**myExam Brain Assist** myExam Brain Assist provides guided and flexible workflows. Optimized scan strategies are provided and can be selected based on the patient's condition, which allows for reproducible, high image quality and time efficient exams. The built-in flexibility allows users to change predefined strategies at any time during the brain workflow, and to personalize to the individual patient's condition and clinical need. myExam Brain Assist is customizable to the site-specific standards of care.	$ 0
1	14475309	**myExam Spine Assist**	$ 0

Qty	Part No.	Item Description	Extended Price
		myExam Spine Assist provides guided and flexible workflows for cervical, thoracic and lumbar spine. Optimized scan strategies are provided and can be selected based on the patient's condition, which allows for reproducible, high image quality and time efficient exams. The built-in flexibility allows users to change predefined strategies at any time during the spine workflow, and to personalize to the individual patient's condition and clinical need. myExam Spine Assist is customizable to the site-specific standards of care.	
1	14475310	**myExam Large Joint Assist** myExam Large Joint Assist provides guided and flexible workflows for knee, hip and shoulder. Optimized scan strategies are provided and can be selected based on the patient's condition, which allows for reproducible, high image quality and time efficient exams. The built-in flexibility allows users to change predefined strategies at any time during the scan workflow, and to personalize to the individual patient's condition and clinical need. myExam Large Joint Assist is customizable to the site-specific standards of care.	$ 0
1	14482834	**myExam Brain Autopilot** myExam Brain Autopilot enables less experienced staff to scan brain MRI at high quality with just a few simple clicks. By using automation and AI, it takes away burdensome routine tasks for all technologists. Predefined automated protocols allow users to scan with no manual adjustments. A new and intuitive user interface simplifies scanning so that exams can be performed, or strategies can be changed easily. This new approach to operate MRI helps any user to generate consistent, comprehensive results. myExam Brain Autopilot is customizable to the site-specific standards of care.	$ 0
1	14482835	**myExam Knee Autopilot** myExam Knee Autopilot enables less experienced staff to scan knee MRI at high quality with just a few simple clicks. By using automation and AI, it takes away burdensome routine tasks for all technologists. Predefined automated protocols allow users to scan with no manual adjustments. A new and intuitive user interface simplifies scanning so that exams can be performed, or strategies can be easily changed. This new approach to operate MRI helps any user to generate consistent, comprehensive results. myExam Knee Autopilot is customizable to the site-specific standards of care.	$ 0
1	14483029	**myExam Implant Suite** myExam Implant Suite supports in examinations of patients with a wide range of active or passive MR Conditional implants. Limits for B1+ rms or SAR (Head and whole body) as specified by the	$ 1

Qty	Part No.	Item Description	Extended Price
		implant manufacturer may be set by the operator and will not be exceeded during the exam.	
1	14441748	**Quiet Suite #T+D** Quiet Suite enables complete, quiet examinations for neurology and orthopedics with at least 70% reduction in sound pressure levels.	$ 0
1	14460162	**Tim Whole Body Suite #Vi** Tim Whole Body Suite puts it all together. This suite enables table movement for imaging of up to 205 cm (6' 9") FoV without compromise. In combination with Tim's newly designed ultra-high density array higher spatial and temporal resolution can be achieved along with unmatched flexibility of any coverage up to Whole Body. For faster exams and greater diagnostic confidence.	$ 1
1	14460227	**Tim Planning Suite #Vi** With the Tim Planning Suite, multiple regions in the entire body can be examined in a minimum of time through measurement planning on a single FoV of any desired size.	$ 1
1	14456329	**syngo TimCT FastView #Vi** TimCT FastView is the "one go" localizer for the whole body or large body regions such as the whole spine or the whole abdomen. It acquires the complete extended Field of View in one volume with isotropic resolution. Transverse, coronal and sagittal reformats of the volume are calculated Inline and displayed for planning subsequent exams. - Inline reconstruction of the localizer images during the scan. - Localizing images in three planes over the maximum Field of View available for subsequent planning in all orientations. - TimCT FastView runs without laser light positioning to further streamline the workflow for several indications.	$ 1
1	14460160	**Advanced Diffusion #Vi** QuietX DWI and RESOLVE together make up the Advanced Diffusion package. QuietX DWI enables quieter diffusion-weighted imaging of the brain with up to 70% reduction in sound pressure relative to conventional diffusion-weighted imaging. RESOLVE (Readout Segmentation Of Long Variable Echo-trains) is a multi-shot, readout segmented EPI sequence for high-resolution, low-distortion diffusion-weighted imaging (DWI). This technique is largely insensitive to susceptibility effects, providing anatomically accurate diffusion imaging for the brain, spine, breast and prostate. In combination with syngo.MR Tractography, RESOLVE enables excellent white-matter tract imaging even in regions of high susceptibility, such as the spine.	$ 1
1	14456327	**WARP & Advanced WARP #Vi**	$ 1

Qty	Part No.	Item Description	Extended Price
		WARP and Advanced WARP (SEMAC) integrates different techniques tailored to reduce susceptibility artifacts caused by orthopedic MR-conditional metal implants.	
1	14456323	**Inline Composing syngo #Se** Automatic anatomical or angiographic composing of multiple adjacent coronal or sagittal images for presentation and further evaluation. Composed images can be automatically loaded into Graphical Slice Positioning for scan planning purposes.	$ 0
1	14482913	**syngo Expert-i XA60/XA61** This software application enables remote access to the system (connected via local area network) for planning and processing.	$ 1
1	14461701	**Tim [180x32] XJ-Gradient #AI** Tim [180x32] XJ-gradients performance level Tim 4G's RF system and innovative coil architecture enables high resolution imaging and increased throughput. The system provides a maximum number of 180 channels (coil elements) that can be connected simultaneously. Flexible parallel imaging is achieved by the standard 32 independent RF channels that can be used simultaneously in one single scan and in one single FOV, each generating an independent partial image. XJ - gradients Max. amplitude: 57 mT/m (Actual 33 mT/m for every gradient axis) Max. slew rate: 216 T/m/s (Actual 125 T/m/s for every gradient axis) Min. rise time from 0 to 57 mT/m: 264 µs Note: max. amplitude and max. slew rate achieved through vector addition of all three gradient axes simultaneously, actual maximum amplitude of 33 mT/m and actual maximum slew rate of 125 T/m/s are achievable simultaneously along each axis. The XJ gradients are designed for high performance and linearity to support clinical whole body imaging at 1.5T. The force compensated gradient system minimizes vibration levels and acoustic noise. High-performance measurement and reconstruction system.	$ 182,000
1	14468980	**Coil Package Tim [180x32] #1.5T** This package includes (if not exchanged with different variants via respective quote items): - Head/Neck 16 DirectConnect - BioMatrix Spine 24 - BioMatrix Body 12 - Flex Large 4 - Flex Small 4 - Flex Coil Interface	$ 104,000
1	14468946	**BioMatrix Technology #AI,Lu**	$ 1

Qty	Part No.	Item Description	Extended Price
		The new and unique BioMatrix technology addresses different aspects of patient bio-variability.	
1	14470793	**BioMatrix Coil Shim #Al,Lu** BioMatrix CoilShim helps to reduce patient induced strongly localized B0 inhomogeneities by dedicated local shim channels.	$ 0
1	14470794	**BioMatrix SliceAdjust #BM** BioMatrix SliceAdjust helps to avoid station boundaries and apparent broken spine artifacts as well as to preserve the SNR for whole-body diffusion.	$ 0
1	14470796	**BioMatrix Select & GO #Al,Lu** Select&GO The Select&GO interface enables fast and easy single-touch patient positioning. Correct positioning saves unnecessary wasted time for repositioning and additional adjustments, therefore shortening the total room time. The ergonomically designed Select&GO touch panel is integrated into the front cover on the left-hand side of the patient tunnel for controlling table movement, guidance for patient setup and comfort features. The Select&GO panel is well illuminated for easy visual recognition. The BioMatrix Select&GO interface enables fast and easy single-touch patient positioning. The interface is integrated left-hand side of the patient into the front covers. Correct positioning saves unnecessary wasted time for repositioning and additional adjustments, therefore shortening the total room time.	$ 0
1	14461705	**2nd Select&GO #Al** The 2nd Select&GO interface enables fast and easy single-touch patient positioning from both sides of the patient table. The interfaces are integrated left and right into the front covers. Correct positioning saves unnecessary wasted time for repositioning and additional adjustments, therefore shortening the total room time.	$ 31,200
1	14461706	**Pure White Design #Al** MAGNETOM Altea is available in a light and appealing design which perfectly integrate into different environments. The Pure White Design comprises a brilliant white front design ring with integrated unique Select&GO panels. The table cover is presented also in the same color and material selection.	$ 1
1	14456270	**PC Keyboard US English #Vi** Standard PC keyboard with 105 keys.	$ 1
1	14468982	**High-End Computing [180x32] #1.5T 1** Tim 4G power computing upgrade for MAGNETOM Altea Tim [180x32]. This upgrade brings a high-end image reconstruction computer to the Tim [180x32] configuration.	$ 83,200

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Qty	Part No.	Item Description	Extended Price
1	14456238	**Peripheral Pulse Unit #Vi** Peripheral Pulse Unit for Pulse Triggering	$ 7,800
1	14482959	**SW syngo MR XA61A** syngo MR XA61A is the new software platform, bringing the latest features and functionality for daily clinical excellence. syngo MR XA61A guides and enables the user throughout the entire workflow: from patient registration; patient set up with guided workflows on the Select&GO; protocol management and selection; image acquisition and viewing; data handling; and post processing and reporting. This software together with the hardware enables diagnostic excellence for your daily clinical needs. The syngo MR XA61A platform offers myExam Companion which introduces a new MRI operation philosophy by providing built-in expertise and automation for users and clinical questions. myExam Companion provides different workflow modes for tailored assistance: myExam Autopilot, myExam Assist and myExam Cockpit. No matter the user or patient, myExam Companion helps generate consistent, comprehensive results.	$ 1
1	14461619	**Turbo Suite Essential #BM** Turbo Suite Essential comprises established acceleration techniques to maximize productivity for all contrasts, orientations and all routine imaging applications from head-to-toe.	$ 0
1	14482917	**Deep Resolve Pro Package** The Deep Resolve Pro Package combines the three applications Deep Resolve Gain, Deep Resolve Sharp and Deep Resolve Boost which use intelligent reconstruction algorithms and Deep Learning networks to reconstruct accelerated images with higher signal to noise ratio and better image sharpness.	$ 150,000
1	14402527	**SWI #Tim** Susceptibility Weighted Imaging is a high-resolution 3D imaging technique for the brain with ultra-high sensitivity for microscopic magnetic field inhomogeneities caused by deoxygenated blood, products of blood decomposition and microscopic iron deposits. Among other things, the method allows for the highly sensitive proof of cerebral hemorrhages and the high-resolution display of venous cerebral blood vessels.	$ 26,000
1	14460315	**Shoulder Shape 16 #So** The Shoulder Shape 16 combines the known benefits of Tim 4G coil technology with new highly flexible materials, resulting in unmatched image quality, high patient comfort and easy handling. The Shoulder Shape 16 for examinations of the left or right shoulder consists of an iPAT-compatible 16-channel shoulder coil in a flexible shoulder cup that can be shaped around small and large shoulders. An L-shaped cushion for easy positioning of the patient is included. The 16-element coil with 16 integrated pre-amplifiers ensures maximum signal-to-noise ratio. Shoulder	$ 62,400

Qty	Part No.	Item Description	Extended Price
		Shape 16 will be connected via a SlideConnect plug for fast and easy coil set-up and patient preparation.	
1	14460423	**Tx/Rx Knee 18 #So** New 18-channel transmit/receive coil optimized for knee imaging. The spacious design with a flared opening towards the thigh allows scanning even of large and swollen knees with exceptional image quality and signal to noise ratio. Main features : - 18-element design (3x6 coil elements) with 18 integrated preamplifiers - iPAT-compatible - SlideConnect Technology	$ 83,200
1	14468947	**Head/Neck 16-> BM Head/Neck 20#1.5T** This option swaps the standard Head/Neck 16 for a BioMatrix Head/Neck 20 tiltable with CoilShim. The BioMatrix Head/Neck 20 tiltable with CoilShim combines the known benefits of Tim 4G coil technology with those of the new Siemens unique BioMatrix technology, resulting in unmatched image quality, high patient comfort and easy handling. Integrated BioMatrix Tuners: The integrated CoilShim elements minimize patient induced local anatomy-specific B0 field inhomogeneity, thus ensuring excellent image quality. The unique DirectConnect technology allows users to connect the 20 coil elements of the BioMatrix Head/Neck 20 without cables. The possibility to tilt the coil in 3 different positions together with the patient friendly open design allows for maximum patient comfort. The BioMatrix Head/Neck 20 features: - 20-element design with 20 integrated preamplifiers two rings of 8 elements each and one ring with 4 elements in the neck region - First cable-less tiltable head coil with DirectConnect technology - Integrated BioMatrix Tuners: CoilShim technology offering integrated shim elements - Combined head/neck coil for an optimized workflow of the head/neck region - Upper coil part removable - Lower coil part usable without upper part - Smoothly integrated into the patient table with BioMatrix Spine 24 - Open patient-friendly design - Cushioned head stabilizers (removable) - No coil tuning - iPAT-compatible in all directions - Dual-Density Signal Transfer enables ultrahigh density coil designs by integrating key RF components into the local coil - Detachable look-out mirror	$ 26,000

Qty	Part No.	Item Description	Extended Price
		Applications: - Head examination - Neck examination - MR Head Angiography - MR Neck Angiography - Combined head / neck examination - TMJ (temporo mandibular joints)	
1	14469229	**Flex -> UltraFlex Upgrade #1.5T** This option exchanges the Flex Small & Large 4 coils incl. the Flex Coil Interface from the standard coil configuration for the superior UltraFlex Small & Large 18. These are two lightweight, iPAT compatible, 18-element no-tune receive coils made of highly flexible and soft material. UltraFlex Large 18 Ideal for examinations of larger extremities (e.g. medium to large shoulder, hip, knee, ankle and hand) and for abdominal examinations. Dedicated positioning aids for larger extremities are delivered with the coil. UltraFlex Small 18 Ideal for examinations of smaller extremities (e.g. small to medium shoulder, smaller ankle, elbow and hand) and for abdominal examinations. Dedicated positioning aids for smaller extremities are delivered with the coil.	$ 67,600
1	14456282	**Positioning Aids Shoulder&Ankle #Vi** This package contains additional positioning aids that can be used for the UltraFlex Large 18 and UltraFlex Small 18.	$ 1,560
1	14456241	**Separator 60kW/75kW #Vi** The SEP (Separation cabinet) has to be used if a central hospital chilled water supply is available or if a chiller of any brand/type is already available. The SEP is the interface between the on-site water chiller (of any brand or type) or the interface to the central hospital cooling water supply. For the above-mentioned cases the SEP is mandatory! In these cases, the primary water specifications must fulfill the requirements: XJ: 45kW; water temperature: 6 - 14°C XQ: 60kW; water temperature: 6 - 14°C XT: 75kW; water temperature: 6 - 12°C For all gradient systems: Flow: 100+-10l/min; pH value 6-8; max working pressure 6 bar.	$ 20,800

Qty	Part No.	Item Description	Extended Price
		Dimensions: 1950mm x 650mm x 650mm (height x width x depth) Weight: approx. 350kg	
1	14460249	**UPS system #Vi** UPS system Liebert GXT5 3000IRT2UXLE for MAGNETOM NumX systems for safeguarding computers. Including Power Cable of 9 m for connecting the UPS. Power output: 3.0 kVA / 3 kW Bridge time: 3 min full load / 12 min half load Input voltage: 230 VAC	$ 3,120
1	14456316	**UPS Battery module (Libert GXT4 BATT)** UPS battery module Liebert GXT5 72VBATTE for MAGNETOM Aera, Skyra, Prisma, ESSENZA, Amira, Spectra, C! for safeguarding computers. Extension for: Liebert GXT5 3000IRT2UXLE (14456315) Battery type: Closed, maintenance-free Extension of the bridge time to: 21 minutes full load / 48 min half load with one module Dimensions (H x D x W): Battery module: 430 x 540 x 85 mm Weight: approx. 30 kg	$ 1,040
1	14456228	**System Start Timer #Vi** Timer clock that can be installed together with the MAGNETOM MR system to start the system automatically at user-definable times, eliminating waiting times during system boot up.	$ 1
1	14461703	**BioMatrix Dockable Table #Al** The BioMatrix Dockable Table is designed for maximum patient comfort and smooth patient preparation. The BioMatrix Dockable Table can support up to 250 kg (550 lbs) without restricting the vertical or horizontal movement.	$ 88,400
1	14416961	**Hand/Wrist 16 #Ae** The new Tim 4G coil technology with Dual Density Signal Transfer and SlideConnect Technology combines key imaging benefits: excellent image quality, high patient comfort, and unmatched flexibility. Hand/Wrist 16 for examinations of the left or right hand and wrist region consists of a base plate and an iPAT compatible 16-channel coil and allows high-resolution imaging of the wrist and the hand within one examination. Hand/Wrist 16 will be connected via a SlideConnect plug for fast and easy patient preparation.	$ 67,600
1	14416962	**Foot/Ankle 16 #Ae** The new Tim 4G coil technology with Dual Density Signal Transfer and DirectConnect Technology combines key imaging benefits: excellent image quality, high patient comfort, and unmatched flexibility. Foot/Ankle 16 for examinations of the left or right foot and ankle region consists of a base plate and an iPAT compatible 16-	$ 78,000

Qty	Part No.	Item Description	Extended Price
		channel coil and allows high-resolution imaging of the foot and ankle within one examination. Foot/Ankle 16 is a cable-less coil and will be connected via DirectConnect for fast and easy patient preparation.	
1	14407259	**MR Workplace Table, height adjust.** The table is suitable for the syngo Acquisition Workplace and the syngo MR Workplace based on syngo hardware. This 110V version has motorized table height adjustment.	$ 2,600
1	14407261	**MR Workplace Container, 50cm** 50 cm wide extra case for the syngo host computer with sliding front door to allow change of storage media (CD/DVD/USB).	$ 2,080
1	MR_STD_RIG_INST	**MR Standard Rigging and Installation** MR Standard Rigging and Installation This quotation includes standard rigging and installation of your new MAGNETOM system Standard rigging into a room on ground floor level of the building during standard working hours (Mon. – Fri./ 8 a.m. to 5 p.m.) It remains the responsibility of the Customer to prepare the room in accordance with the SIEMENS planning documents Any rigging requiring a crane over 80 tons and/or special site requirements (e.g. removal of existing systems, etc.) is an incremental cost and the responsibility of the Customer. All other “out of scope” charges (not covered by the standard rigging and installation) will be identified during the site assessment and remain the responsibility of the Customer.	$ 0
1	MR_BTL_INSTALL	**MR Standard Rigging & Install**	$ 28,080
1	MR_CRYO	**Standard Cryogens**	$ 8,320
1	MR_PM	**MR Project Management** A Siemens Project Manager (PM) will be the single point of contact for the implementation of your Siemen’s equipment. The assigned PM will work with the customer’s facilities management, architect or building contractor to assist you in ensuring that your site is ready for installation. Your PM will provide initial and final drawings and will coordinate the scheduling of the equipment, installation, and rigging, as well as the initiation of on-site clinical education.	$ 0
1	HASKRISFG23041	**Haskris OPC24 Chiller- 63kW** The Haskris outdoor, air-cooled, water/glycol chiller has been specially designed for medical applications to provide stable, fully dedicated cooling to a single MR system. The Haskris chiller must be used in combination with a Siemens SEP cabinet.	$ 52,024

Qty	Part No.	Item Description	Extended Price
		The Haskris chiller is suitable for use in all siting conditions: normal, coastal, low-ambient, and/or OSHPD-compliant locations. Specifications Cooling Capacity: 63kW Fluid Supply Temp: 43°F (6°C) to 59°F (15°C) Pump Capacity: 32 GPM (120 LPM) Condenser: Air-cooled (heat dissipated into ambient air) Outdoor ambient air temperature: -40°F (-40°C) to 122°F (50°C) Electrical: 460V-3Ø-60Hz Dimensions: 77”W x 40”D x 74”H (196cm x 102cm x 188cm) Siemens’ Pricing Also Includes: Delivery Chiller Start-Up (Post Installation) 1x Preventative Maintenance Service Visit Remote Monitoring Panel with 1-Year Cellular Connectivity and Cloud Service Installation: Customer is responsible for the rigging and installation of the chiller. Customer is responsible for providing a 35% solution of propylene glycol with water; 25 gal (95 L) for the chiller plus 1 gal (3.8 L) per 10 ft (3m) external pipe run assuming 1 ½” pipe diameter. Warranty: 12 months from date of Start-Up	
1	HASKRIS_STARTUP	**Haskris Chiller Start-Up** Chiller start-up by Haskris vendor after installation of chiller and completion of paperwork.	$ 0
1	MRIMAB_100	**MRI Armboard w/ Pad**	$ 405
1	ML11685	**MR Wall sign -English** Highly durable 1mm PVC wall signs with high-tack, double-back tape. Sticks to most any surface. English. 12" x 18".	$ 61
1	MRISMNS0001	**MRI Patient Audio System** The MRI Patient Audio System is to be installed in the technologist room and is connected to the Siemens intercom system. The package provides the following benefits: • Create custom, commercial-free radio stations based on artist, song or genre preferences • Avoid any AM/FM tuning issues that may occur in RF-shielded rooms • Compatible with all popular audio apps	$ 2,704

Qty	Part No.	Item Description	Extended Price
		Includes all cables and adapters; Bose Companion 2 technologist speakers; 3.5 mm to RCA cable; and customized iPAD Mini with all original accessories and iPad stand. The MR Stereo can play internet radio (depending on quality of and access to Wi-Fi signals) and device (iPAD) stored audio content. Optimal performance requires access to Wi-Fi signal for Internet radio through the facility's wireless network. The audio system is not MR safe and is only intended for use outside the MRI suite. Installation is not included unless purchased with the Siemens system. Includes 1-year limited liability warranty on all system components through MRI Med.	
1	MR14460428	**ACR Phantom Holder (USA)** An MR compatible cradle device used to consistently and precisely position the American College of Radiology (ACR) MRI Accreditation phantom, for use with Siemens MAGNETOM standard Head Coil during test measurements for ACR system accreditation or QA testing	$ 104
1	MR_GOKNEE3D	**GOKnee3D** GOKnee3D is a 10-minute, push-button examination for diagnostic imaging of the knee developed and clinically validated by the US board certified MSK radiologists at John Hopkins University Hospital. GOKnee3D exam consists of AutoAlign localizer in the knee, PD weighted contrast and T2 weighted contrast with fat suppression. The AutoAlign technology provides a push-button functionality and ensures consistency in imaging. The 3D protocols are high resolution and isotropic, enabled by SPACE sequence with CAIPIRINHA techniqueExamination time for 3T system is 10 minutes, for a 1.5T system is up to 11 minutes. All given examination times are examination only, adjustments have been excluded. When using GOKnee3D one of two software and coil combinations is required. Measurements made with GOKnee3D using the 15 channel knee coil require software version syngo MR E11C AP04 or higher. Measurements made with GOKnee3D using the 18 channel knee coil require software version syngo MR Numaris VA11A or higher.	$ 0
1	MR_PREINST_DOCK	**T+D Preinstall kit for dockable table**	$ 572
1	NC149030	**NeoCoil Breast Coil, 1.5T** The NeoCoil 16ch Breast Coil is a phased array coil for imaging structures of the breast, axilla and chest wall. The 16ch Breast Coil includes a coil support structure, patient support structure, biopsy components and comfort pads. The 16ch Breast Coil	$ 70,850

Qty	Part No.	Item Description	Extended Price
		supports both diagnostic and biopsy imaging modalities while accommodating various anatomic shapes and sizes. Coil Coverage: 36cm R/L, 20cm A/P, 24cm S/I Kit Includes: Medial Array, Lateral Array Left, Lateral Array Right, Baseplate Assy including system cable, Pad Kit, Accessories Kit Installation: Installation quoted separately Warranty: 1-year warranty through NeoCoil	
1	NC_INSTALL_APPS	**NeoCoil Breast Coil Install, Basic Apps** On-site installation and basic Applications training for the 16-Channel NeoCoil Breast Coil including: installation of the coil file on the scanner, a quality check of the coil, and demonstration on coil setup and patient positioning. Includes all travel expenses. Continental US only.	$ 4,250
1	ML11591	**MRI 26in bariatric wheelchair** MRI 26" bariatric wheelchair Specifically designed for use in and around the MRI suite. Storage pocket on rear of chair has "MR" prominently displayed. Weight capacity of 550 lbs. DOORWAY MUST ACCOMODATE 35" WIDTH. Removable arm rests. Detachable, swing-away, flip-up footrests. IV Pole also available, sold separately.	$ 3,968
1	MR_ADDL_RIGGING	**Additional Rigging MR $12,242**	$ 12,242
1	MR_EP1_28	**Essential Training PH 1 (Onsite-28) MR** Up to (28) hours of on-site clinical education training, scheduled consecutively (Monday – Friday) during standard business hours for a maximum of (4) imaging professionals. Training will cover agenda items on the ASRT approved checklist if applicable. This educational offering must be completed (12) months from install end date. If training is not completed within the applicable time period, Siemens obligation to provide the training will expire without refund	$ 10,920
2	MR_EP2_24	**Essential Training PH 2 (Onsite-24) MR** Up to (24) hours of on-site clinical education training, scheduled consecutively (Monday – Friday) during standard business hours for a maximum of (4) imaging professionals. Training will cover agenda items on the ASRT approved checklist if applicable. This educational offering must be completed (12) months from install end date. If training is not completed within the applicable time period, Siemens obligation to provide the training will expire without refund.	$ 8,840
1	MR_FLEXED	**FlexEd for MR** FlexEd for MR provides the customer with an annual flexible spending credit redeemable for clinical education-specific programs & services offered by Siemens Customer Services.	$ 4,888

Qty	Part No.	Item Description	Extended Price
		Customers can choose from ONE of the following clinical education services: (1) Innovations Ticket for Imaging Manager including airfare and lodging, (1) Innovations Ticket for Imaging Professional including airfare and lodging plus 62 CEU's on PEPconnect; (1) Virtual Classroom course for one attendee; (1) Tuition for one attendee for a Classroom Course at our Siemens Healthineers Training Center – Travel Not Included, (1) 4 hr. Online Customized Workshop, or (1) live remote training session of up to 12 hours. This educational offering must be completed (12) months from purchase date. If training is not completed within the applicable time period, Siemens' obligation to provide the training will expire without refund.	
1	MR_ELEARN	**e.learning CEU subscription (12 mths)** This (12) month multi-modality e.learning subscription will provide access for (10) imaging professionals at the customer site to utilize up to (50 CEUs). This educational offering must be completed (12) months from install end date. If training is not completed within the applicable time period, Siemens obligation to provide the training will expire without refund. For US Federal Government orders placed under the HTME IDIQ contract, the terms and conditions of that contract govern in lieu of the foregoing.	$ 676
1	MR_PRO_OPT	**Protocol Optimization Package(MR)** This offering provides the customer with up to 16 hours of remote system support (simulator or system remote access) with a Siemens Clinical Education Specialist (CES) for protocol development and optimization before or after initial turnover training. This includes: • Consultation with the customer on MR protocol expectations. • If Used Prior to Initial Turnover – The use of a simulator workstation is utilized by a CES to optimize/customize up to 75 protocols to fit customer-specific needs. Optimized protocols will then be imported for customer's usage prior to or during system turnover. • If Used Post System Turnover – The customer's system will be logged in remotely via SRS by CES to work alongside customer to help build/optimize existing or new protocols (Max of 16 hours). This educational offering must be completed (12) months from install end date. If training is not completed within the applicable time period, Siemens obligation to provide the training will expire without refund. For US Federal Government orders placed under the HTME IDIQ contract, the terms and conditions of that contract govern in lieu of the foregoing.	$ 5,720
1	E93PM150UAX	**Eaton 93PM-150 kW UPS** Complete system backup without interruption. One UPS per lab. Includes the following:	$ 63,328

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

SIEMENS REPRESENTATIVE
Steven Cheek
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Qty	Part No.	Item Description	Extended Price
		Eaton 93PM UPS Electronics Cabinet w/integrated maintenance bypass sidecar Eaton 93PM Single Battery Cabinet System (Full load back-up time @ 150kW of 7.1 minutes.) Eaton 93PM Remote Monitoring Panel Network Card Eaton 24x7 start-up One year (24x7) warranty through Eaton Corp. Not approved for sites that require OSHPD. Shipment is to customer's dock. Customer is responsible for logistics from the dock to inside location.	
19	XPAS_PROMO_1000	**FY25 Sales Promo Ends 9/30/25: $1,000**	- $ 19,000
1	XPAS_PROMO_1000	**FY25 Sales Promo Ends 9/30/25: $1,000**	- $ 1,000

List Total:	**$ 2,759,405**
Less Discount:	**($ 1,404,913)**
System Total:	**$ 1,354,492**

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OPTIONS on Quote Nr : CPQ-1344252 Rev. 2

OPTIONS for MAGNETOM Altea - System

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

Qty	Part No.	Item Description	Extended Price	Initial to Accept
1	NV989803193171	**Ferroguard Assure** Metrasens' Ferroguard Assure is a ferro-magnetic detection system for use in MR Zone III prior to enter the MR suite. Always on, always detecting, providing you with time to react to prevent an accident. Mounted in Zone III, outside the door, for assured compliance and safety. Clear, simple alerts using Visual Early Warning (ViEW) technology. MRI Safety Manager application and iPad: Automated data capture and analytics. Recording of "unintended" entry of ferromagnetic objects, as required by The Joint Commission. Real-time oversight of Zone IV door status and all activity. Includes two detection poles mounted on the outside of the MR suite entrance, installation through Invivo and a one year warranty through Invivo.	**+ $ 41,600**	_____
1	AEGPD240CH	**Handheld metal detector** PD240CH Hand-Held Metal Detector * Lightweight, cordless, design powered by rechargeable battery with 24 hour use between charges. * Audible, silent-vibration, visual magnitude alert settings. * 3 Modes of operation allow for high performance ferrous only detection around the head and body or full metal detection mode around the body. * Proprietary algorithms and coil configuration provide unparalleled and safe detection capability. * Capable of separately screening for BOTH ferrous and non-ferrous metallic items at the push of a button Two year warranty through Aegys.	**+ $ 5,600**	_____

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

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

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

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

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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 Purchaser assume that the Purchaser 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.

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://www.siemens-healthineers.com/services/customer-services/connect-platforms-and-smart-enablers/smart-remote-services

'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.

L026-6 Revised February 2025

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

SIEMENS REPRESENTATIVE
Steven Cheek
steven.cheek@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.

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

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

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

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TRADE-IN EQUIPMENT REQUIREMENTS

THE FOLLOWING APPLIES ONLY TO THE EXTENT THAT THE QUOTATION INCLUDES AN EQUIPMENT TRADE IN OR IF A TRADE-IN IS LATER ADDED TO 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-n 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 Seller 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 Seller 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 Purchaser'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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MR Warranty Information

Product (New Systems and "ECO" Refurbished Systems Only)	**Period of Warranty**[1]	**Coverage**[2, 5]	**Special Conditions**
MR 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	MAGNETOM Sempra, Free.MAX, and Free.STAR require Smart Remote Services (SRS) Connection prior to system installation.
FIT Upgrades: MAGNETOM Avanto/Skyra Fit, BioMatrix, MAGNETOM_Sola/Vida_Fit	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	Fit Upgrade warranty excludes Magnet, Magnet Refrigeration System (CryoCare), Liquid Helium Refills and Gradient Coil (if the Gradient Coil is not replaced with the Fit upgrade).

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**
Magnet	12 months	Parts only	

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