From: Gregory Bratcher
To: Fick, Mackinzey
Subject: RE: CON 6209 HS
Date: Wednesday, May 21, 2025 4:02:46 PM
Attachments: image001.png
20170812_CT_IR CT#2 conversion SO# 30287466_X.Ceed CPQ-1273724-0.docx
20200637_SO# 30237859 BJC EXPANSION NIR #1.docx
20180393_MRI #2 Vida conversion SO# 30216822.docx

Here are answers to your questions:

- Provide quotes or methods and assumptions for all units.
    - As discussed, here is a sample of the quotes, one for each modality. For the CT and C-arms, the quote number in the file name corresponds with a quote number in the last column of the Excel file I sent, when you use the search function. For whatever reason, for the MRI quote, the last column number corresponds with the number inside the quote, in this case (Quote Nr. CPQ-1290462 Rev. 0) for the file that starts with 20180393. Editorial aside—I hate these things. They shouldn't be this confusing.
- Can you confirm which column is the existing model and which is the replacement on the excel? I am unable to determine this.
    - Those columns on the left of the vertical grey line represent information for the units we hope to replace. For incremental units, the row is shaded yellow.
- Does BJC anticipate all of the units will be operation by September 2025 or will this be one specific unit?
    - All of the units would open at the same time, coinciding with the opening of the new building itself.

Greg Bratcher
BJC HealthCare
gbratcher@bjc.org
Cell & office: 314-323-1231

From: Fick, Mackinzey <Mackinzey.Fick@health.mo.gov>
Sent: Monday, May 12, 2025 4:01 PM
To: Gregory Bratcher <Gregory.Bratcher@bjc.org>
Subject: CON 6209 HS
Importance: High

Greg,

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

- Provide quotes or methods and assumptions for all units.
- Can you confirm which column is the existing model and which is the replacement on the excel? I am unable to determine this.
- Does BJC anticipate all of the units will be operation by September 2025 or will this be one specific unit?

This information is needed by Friday, May 23rd, 2025.

Mackinzey Fick
Assistant Program Coordinator
Certificate of Need Agency :
http://health.mo.gov/information/boards/certificateofneed/index.php
Missouri Department of Health and Senior Services
920 Wildwood Drive, Jefferson City, MO. 65102
✉: mackinzey.fick@health.mo.gov | ☎: 573-751-6403

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40 Liberty Boulevard, Malvern, PA 19355

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

Customer Number: 0000004627

Date: 01/09/2025

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

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

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Contract Total: $ 1,180,981
(total does not include any Optional or Alternate components which may be selected)

Proposal valid until 02/23/2025

Estimated Delivery Date: 06/30/2025

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

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

This quote CPQ-1286262 represents a conversion of Siemens quote # CPQ-736821 Rev. 0 dated 01/16/2023, BJC HEALTH SYSTEM Purchase Order #1001756244 REV 2 dated 02/01/2023, and Siemens Sales Order #30237859, from an ARTIS icono ceiling IR system to an ARTIS icono ceiling IR system as quoted herein. Pricing is as quoted herein and terms and conditions are in accordance with those included in this quotation. Any change in price from the ARTIS icono ceiling IR system will require a new or revised PO from BJC HEALTH SYSTEM.

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

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

removal of existing equipment, etc.). Any noted variations identified by Siemens Project Management shall remain the responsibility of the customer and will be subject to additional fees.

Accepted and Agreed to by:

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

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

By (Sign): _____

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Quote Nr:	**CPQ-1286262 Rev. 0**
Terms of Payment:	**00% Down, 80% Delivery, 20% Installation** **Free On Board: Destination**
Purchasing Agreement:	VIZIENT SUPPLY LLC VIZIENT SUPPLY LLC terms and conditions apply to Quote Nr CPQ-1286262 Customer certifies, and Siemens relies upon such certification, that : (a) VIZIENT CARD-VASC - XR0705 is the sole GPO for the purchases described in this Quotation, and (b) the person signing this Quotation is fully authorized under the Customer's policies to choose and indicate for Customer such appropriate GPO.

ARTIS icono ceiling IR

All items listed below are included for this system:

Qty	Part No.	Item Description
1	14465277	**ARTIS icono ceiling IR** ARTIS icono ceiling IR combines mechanical flexibility, speed, and precision with contrast to noise ratio regulated imaging and smart workflow guidance.
1	14465321	**Omni Spin** ARTIS icono ceiling Omni Spin.
1	14465043	**Imaging System** Image system computer for control of system operation and image acquisition.
4	14455696	**Add. Display 24" with video cable** 24" TFT display for flexible usage Including 36m DVI-D fiber-optic cable.
1	14465084	**Live 2k Imaging** Live 2k Imaging allows fluoroscopy, digital acquisition, and digital subtraction angiography as well as display and storage in 2k image matrix, for up to 15 fps. The 2k image matrix allows an excellent spatial resolution. Thus, the image meets highest expectations in angiography and fulfills all prerequisites for precise diagnostics and safe interventions.
1	14432948	**Automap** Automatic stand positioning depending on the selected reference image and automatic reference image selection depending on the stand positioning.
1	14465042	**OPTIQ with as40HDR GIGALIX**

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Qty	Part No.	Item Description
		OPTIQ image chain with the following tube, collimator, and flat detector configuration: as40HDR detector and GIGALIX tube The as40HDR flat detector is optimized for the requirements of radiology. The GIGALIX X-ray tube concentrates high pulse power on small, square-shaped focal spots (flat emitter technology for all focal spots). This provides unprecedented image quality for confidence in challenging situations.
1	14455633	**Add. Display with Live Image** 24" TFT display for Live Image display. Including 36m cable with DVI-D connection and transceiver for display installation on the rear of the DCS in combination with the Large Display.
1	14465015	**Multimodality Viewing** Supports the connection of external video sources such as Sensis/recording systems, PACS, HIS/RIS, Ultrasound, ECG, IVUS, OCT, external video, endoscope, mapping systems, and their visualization on the exam room display. Adapted to the local needs and depending on the availability of the cockpit option up to 24 external sources can be connected.
1	14455573	**Large Display (rail mount)** Large color flat screen display (including cables) for the examination room, with a panel diagonal of 55”. This large display version provides an excellent clinical image quality due to its new IPS panel technology. The Large display is fixed on a ceiling-mounted, longitudinally movable, rotatable, and height-adjustable display holder in the examination room.
1	14465217	**Large Display diagn. protection** 55" laminated glass protective screen for the monitor panel.
1	14465016	**Cockpit Option** Up to eight different external image sources can be displayed on the control room displays and controlled via a common keyboard and mouse in the control room.
1	14465030	**Large control room display** Large control room display - Panel: 31.5“ - Resolution 3840 x 2160 - Pixel size: 0.181 x 0.181 mm - Typical contrast: max. 1000 : 1 - Max. luminance 700 cd/m2 - Calibrated luminance: 400 cd/m2 - Display area (diagonal): 800 mm - Dimensions without stand: (W x H x D) 761 x 471 x 90 mm

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Qty	Part No.	Item Description
1	14465045	**ARTIS multi-tilt table** ARTIS multi-tilt table ensures optimal patient positioning regardless of the procedure and patient size. With an unprecedented level of material integrity, it is suitable for even the heaviest of patients. - Maximum table load: 440 kg (970 lbs.) consisting of 280 kg (617 lbs.) for the patient, 100 kg (220 lbs.) for accessories, plus 60 kg (132 lbs.) for CPR. - Allows tilting in +15°/-20° and a +/-15° cradle. - The easy-float tabletop permits hassle-free positioning of the tabletop regardless of patient weight, mounted lower-body radiation protection and tableside modules. - Small table base allows upright and comfortable standing, close to the patient. - The Siemens unique IsoTilt functionality keeps the C-arm projection during Trendelenburg tilting. - Ball bearing mounted slidable accessory rails on both sides for easy positioning of control modules and accessories. Note: It is mandatory to provide UPS back up with this table option in order to comply with IEC 60601-2-43 CL. 201.15.101. Reason: In the event of power failure a neutral table position suitable for CPR must be reachable within 15 seconds. A suitable UPS from Siemens as required must be included in your order unless an existing / planned UPS provision for your installation site will satisfy the requirement.
1	14455543	**Tabletop - wide** Patient positioning tabletop made of carbon fiber in wide, straight design for universal use. The tabletop is straight all the way to the head area. Maximum patient weight: 280 kg / 617.3 lbs. Weight: 12.7 kg / 28.0 lbs. Length: 2287 ± 1 mm / 90.1" ± 0.04" Width: 525 ± 0.5 mm / 20.7" ± 0.02" Intended only for use with ARTIS tables.
1	14455547	**Mattress - thin** Matching, special-foam mattress, 4 cm, incl. a latex-free cover. This visco-elastic comfort mattress reacts to temperature and has the special property of adapting to the individual body shape under the influence of body weight and heat.

Qty	Part No.	Item Description
		Mattress thickness: 40 ± 5 mm / 1.6" ± 0.2"
1	14465054	**Oper. contr. ARTIS table** For an ideal workflow, full system operation can be performed directly at the table side.
1	14465069	**1st 4 pedal cable footswitch** Wired 4-pedal footswitch for release of fluoroscopy, acquisition, and tabletop brake (with ARTIS table), as well as configurable control function.
1	14465049	**2nd 4 pedal wireless footswitch** Additional wireless 4-pedal footswitch for release of fluoroscopy, acquisition, and tabletop brake (with ARTIS table), as well as configurable control function.
1	14455557	**Second op. cont. - system modu.** Additional collimator and pilot control module for system movements, imaging parameters as well as review and many other functions.
1	14465075	**Second op. contr. - table modu.** Depending on the configured table and location for the control modules one of the following table control modules will be delivered. Table control module - servo-assisted (with ARTIS multi-tilt table) The table control module with panning knob for servo-assisted table movement enables virtually force-free movement of the patient regardless of table load and table inclination. Table control module – panning (with ARTIS standard table) Table control module with panning knob for free-floating tabletop movement.
1	14465124	**Operation in the control room** Preparation for system operation from control room.
1	14465093	**Op. ctrl. - syst. mod. (C-Room)** Additional collimator and pilot control module for system movements, imaging parameters as well as review and many other functions.
1	14465094	**Op. ctrl. - table mod. (C-Room)** Additional table control module For ARTIS standard table: - Table control module with panning knob. For ARTIS multi-tilt table and Surgery table: - Table control module with Joystick.
1	14465095	**Op. ctrl. - handswitch (C-Room)** Additional handswitch for radiation release and additional control functions.

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Qty	Part No.	Item Description
1	14465055	**Cable footswitch (C-Room)** 4 pedal wired footswitch for control room.
1	14455566	**Injector connection (C-Room)** Interface in the control room for controlling the contrast medium injector. Injectors can be offered by Siemens Healthineers Accessory Solutions.
1	14465396	**Mobile cart for control module** Mobile cart that serves as mobile holder for the Artis control module.
1	14440419	**Cable clips ECG** Cable clips for securing the ECG cable to the patient tabletop. It includes 10 cable clips. Intended only for use with Artis / ARTIS tables.
1	14465062	**Infusion bottle holder** This infusion bottle holder can be mounted at the accessory rail of the patient table. It holds up to 4 infusion bottles. It includes an infusion bottle holder made of stainless steel with 4 retaining rings. Intended only for use with Artis/ARTIS tables.
1	14465056	**Abdomen radiation prot. IR** This radiation shield protects the user from scattered radiation when standing at the table side. It can be attached to the accessory rails either on the right or on the left side of the patient positioning table. It provides the user an additional accessory rail. It includes a basic unit (89 cm x 75 cm / 35" x 29.5" (l x h); one lower body radiation protection pivot swivel element (48 cm x 75 cm / 18.9" x 30.3" (l x h); one flip down element 57 cm x 33cm / 22.4" x 12.99" (l x h), and two clip-on units (27 cm x 33 cm / 10.6" x 12.99", and 27 cm x 25 cm / 10.6" x 9.8") with a lead of 0.5 mm / 0.02" Pb. The maximum load of the accessory rails is 20 kg (44.1 lb). Intended only for use with ARTIS tables. It provides a dictance of 7cm to prevent the collision with the table base in case of maximum penning.
1	14434157	**Moveable upper body rad. protection** This radiation shield protects the user from scattered radiation. It includes a ceiling rail (4 m / 157.5"), a ceiling mounted and movable stand (80 cm or 57 cm / 31.5" or 22.4"), a support arm (94 cm x 91 cm / 37" x 35.8") and an acrylic glass.

Qty	Part No.	Item Description
		The shield is made of acrylic glass with lead equivalent of 0.5 mm (w x h: 61 cm x 76 cm / 24" x 29.9"), which can pivot and rotate around a fixed point with a range of 360 degrees. The operation range is limited when used with Artis floor/biplane MN. Max. weight: 18 kg / 39.68 lbs.
1	14440512	**LED Exam Light** Ceiling-mounted, flexible positionable examination light with focusable light system. It is fully integrated into the ceiling-installed radiation protection mounting unit. - Luminance: Min 70.000 Lux for 100 cm / 39.4" distance - Working distance: 70 to 140 cm / 27.6" to 55.1" - Focusable light field: 14 to 25 cm / 5.5" to 9.8" - Color rendering index Ra at 4500 Kelvin: min. 95 - Color temperature: 4,100+-200 Kelvin - Total input power: Max. 24 VA
1	14432947	**Fluoro Loop** Storage and review of dynamic fluoroscopic sequences. This saves an additional acquisition and helps to reduce dose. The maximum storable fluoroscopic time is limited by the maximum DICOM file size of 4 Gbyte.
1	14465096	**QVA Vascular analysis** Vessel analysis with determination of degree of stenosis, distance measurement and calibration.
1	14465221	**syngo interv. Oncology Engine Pro** Application software for reconstruction, post-processing and handling of 3D information including specific applications for interventional oncology. The package includes the following: - syngo Dyna3D and syngo DynaCT for 3D high-contrast and CT-like soft-tissue imaging. - 3D Wizard for expert step-by-step guidance in 3D acquisition. - syngo 3D Roadmap for dynamic overlay of planning data and 3D volumes on live fluoroscopy.

Qty	Part No.	Item Description
		- Fusion functionality for integration of pre-interventional 3D datasets also from other modalities into the Angio-room (syngo 3D/3D Fusion and syngo 2D/3D Fusion). - Marking of points or lines on the 3D geometry or MPRs and overlay of these markings on live fluoroscopy. - in-room control for table-side operation of advanced applications. - Parallel patient processing capabilities. - syngo Embolization Guidance – a dedicated workflow support for planning and performing embolization procedures. - 3D functional imaging providing physiologic blood volume information (syngo DynaPBV Body). - 2D functional imaging for visualization of blood flow characteristics (syngo iFlow). - myNeedle Companion assists you during all kinds of image-guided needle interventions from planning, over marking the incision point/angle, over guiding the needle progression to checking the result. myNeedle Companion includes myNeedle Guide (planning and guidance software) and myNeedle Laser (laser crosshair mounted on detector unit).
1	14440411	**Intercom - Comfort** Intercom system for communication between examination room and control room. It includes: - A microphone with a control box for the control room. - A microphone with an adaptive acoustic filter for background noise suppression for the examination room. - A footswitch for conversation selection for the examination room.
1	AX_PR_ICONC MULTI	**IconoCeiling w multitilt table promotion**

Qty	Part No.	Item Description
		Promotional incentive to be used for configurations including the combination of an ARTIS icono ceilingmounted imaging system in combination with the ARTIS multitilt table. No other Promos can be combined. Must include one or more of the following: POS contract, Book & Bill, Multi-unit purchase. Required Part Numbers: One of 14465276, 14465279, 14465277, 14465280, 14465278, 14465281, AND 14465045
1	AXA_RIG_ICONO_SP	**Standard Rigging icono SP**
1	AXA_IRCA_CM_BD_LV1	**Essential Edu Package (AXA)(IRCA)(C/BP)** This Essential Interventional Radiology & Interventional Cardiology education package for ceiling-mounted and biplane systems includes: - Dedicated Siemens Education Consultant: partnering with your Education Coordinator to create a blended curriculum adapted to your facility's individual needs. - Blended Learning Curriculum: a combination of at least two (2) 28-hour onsite trainings, digital (immersive, online & virtual) education, and instructor-led classroom elevated by ASRT accreditation. Designed for your team to maximize their confidence and competence on your system. - On-site Customization: optimizing system hardware, software, workflow and operating safety consistent with the cleared use of the system. - Ongoing Educational Case Support: ability to request onsite case-support for advanced procedures. The education will be delivered in four (4) phases: 1) Pre-Installation: Customized Education Plan (CEP) tailored to your sites experience level and case types. Training needs assessed on hardware and software options, system positions, 2D/3D imaging, post-processing techniques and ongoing procedure support. 2) Pre-Go Live: blend of virtual courses & instructor-led classroom training. 3) Go Live: minimum of two (2) weeks of onsite clinical applications sessions, guiding staff members, reinforcing concepts and practices acquired during pre-training. 4) Warranty /Post-Go Live: continuation of the CEP delivery. Ongoing case support on advanced request and subject to availability. Parties will mutually agree on deliverables and scheduling of the requested training. This educational offering must be utilized within 12 months following install end date. If this offering is not completed within the applicable time period, Siemens obligation to provide the training will expire without refund.
1	EPW935515UPS	**Eaton Powerware 9355 15 kVA UPS** Includes UPS, battery, maintenance bypass panel, and one year on-site parts and labor coverage (24x7) by Eaton Powerware. This UPS is recommended when protection and uninterruptible power is required for the Artis' C-arm and table. Emergency fluoroscopy is not available with this UPS. If emergency fluoroscopy is required, the 9390 - 160 kVA UPS is recommended for the full system. One

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Qty	Part No.	Item Description
		UPS per lab. Additional seismic brackets are required to make this system OSHPD approved.
1	GEL1040136601278	**Black anti-fatigue mat 36x60** Black NewLife EcoPro anti-fatigue mat (36 inches x 60 inches), 3/4 inch polyurethane foam, fluid and dirt resistant with anti-micorbial properties, matte textured surface. The ultimate employee benefit for workers who stand, are ergonomically designed to provide the perfect balance of premium comfort and optimal support. Proprietary Cellulon®Polyurethane Technology stands up to the tough demands of commercial environments while providing lasting comfort that won't bottom out over time. This eco-friendly line of anti-fatigue mats is certified by the National Floor Safety Institute for its high traction bottom surface.
1	AXA_ADDL_RIGGING	**Additional Rigging AXA $22,087**

System Total **$ 1,180,981**

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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 Seller assume that the Seller is located in, and will use the Products in, the U.S. If not, such quotation will be void. Unless otherwise stated, the quotation shall only be valid for forty-five (45) days from the date of the quotation. Payment shall be made via check or ACH/Wire; any use of alternative payment method must be approved in advance by Seller and may include any applicable services charges.

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

3. TAXES

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

4. TERMS OF PAYMENT; DEFAULT

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

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

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

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

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

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

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

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

5. EXPORT TERMS

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

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

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

6. DELIVERY, RISK OF LOSS

6.1 Delivery Date. Delivery and installation dates will be established by mutual agreement of the parties as set forth in the Notice to Manufacture Letter issued by the Seller, as applicable or as otherwise agreed by the parties

in writing. Seller shall make reasonable efforts to meet such delivery date(s).

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

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

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

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

7. SECURITY INTEREST/FILING

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

8. CHANGES, CANCELLATION, AND RETURN

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

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

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

9. FORCE MAJEURE

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

10. WARRANTY

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

with respect to any sale or other transfer of the Products during the term of the warranty.

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

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

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

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

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

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

11. LIMITATION OF LIABILITY

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

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

12. INSTALLATION - ADDITIONAL CHARGES

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

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

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

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

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

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

13. PATENT, COPYRIGHT AND OTHER INFRINGEMENT CLAIMS

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

purchase price paid by Purchaser less reasonable depreciation for Purchaser's use of the Products. The foregoing states Seller's entire obligation and liability, and Purchaser's sole remedy, for claims of infringement.

13.2 Infringement by Purchaser. If some or all of the Products sold hereunder are made by Seller pursuant to drawings or specifications furnished by Purchaser, or if Purchaser modifies or combines, operates or uses the Products other than as specified by Seller or with any product, data, software, apparatus or program not provided or approved by Seller, then the indemnity obligation of Seller under Section 13.1 shall be null and void.

14. DESIGNS AND TRADE SECRETS; LICENSE; CONFIDENTIALITY

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

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

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

15. ASSIGNMENT

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

16. COSTS AND FEES

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

17. MODIFICATION

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

18. GOVERNING LAW; WAIVER OF JURY TRIAL

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

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

19. COST REPORTING

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

20. INTEGRATION

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

quotation, then the terms of such GPO agreement to which Purchaser is a participating member shall apply as identified, provided that in the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of any applicable GPO agreement to which Purchaser is a participating member, the terms and conditions of this Agreement shall control.

21. SEVERABILITY; HEADINGS

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

22. WAIVER

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

23. NOTICES

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

24. RIGHTS CUMULATIVE

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

25. END USER CERTIFICATION

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

26. ACCESS TO BOOKS AND RECORDS

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

L026-7 Revised May 2024

Smart Remote Services Schedule
To the Terms and Conditions of Sale

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

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

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

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

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

b. Access to Data and Use of Data. Purchaser hereby irrevocably permits Seller and its affiliates to use for their own business, product surveillance, research or development purposes (e.g. determine trends of usage products and services, improvement of products, services and software), for facilitating and advising on continued and sustained use of products and services, substantiation of aggregated product and services marketing claims and for benchmarking purposes, without restrictions in terms of time, transferability, replication, location or content: (i) Technical Data that is collected via the SRS Connection; and (ii) Smart Technical Data that is collected via the SRS Connection from the Applicable Equipment.

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

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

(i) network scanning or penetration testing shall not be performed during clinical use of the Products and should optionally be scheduled, with Seller assistance, during downtime;

(ii) the system configuration and/or IT Security controls of the Products as stated in the MDS2 and/or Security Whitepaper provided or made available by Seller at, or prior to, the time of purchase must not be modified;
(iii) if during the deployment of the Products, Vulnerabilities are identified by Purchaser, Purchaser shall align with Seller regarding the severity of the Vulnerabilities taking into account the individual Products attributes and intended operating environment and shall not refuse acceptance of the Products, if the Vulnerability is classified as 'low' by Seller using the Common Vulnerability Scoring System ("CVSS"); and
(iv) Seller's initial response to Purchaser's inquiry on a Vulnerability will be within fifteen (15) days. Seller will evaluate all Vulnerabilities using CVSS and FDA's definition of "controlled" and "uncontrolled" Vulnerabilities and will make such evaluations available to Purchaser. Seller will periodically release Patches depending on the age of the device and the Products version. If Seller determines the Vulnerability to be critical and uncontrolled, Seller will communicate this determination to Purchaser within thirty (30) days and utilize commercially reasonable efforts to have a mitigation (workaround, patch, etc.) available within sixty (60) days of Seller's determination of an uncontrolled Vulnerability. Unless otherwise specified, no patches may be loaded by Purchaser onto the Products. In the event of a Vulnerability that is reasonably determined by Purchaser to constitute an emergency (meaning that the Products must be taken out of clinical use until the Vulnerability is remedied) needing an expedited response, Seller will collaborate with Purchaser to jointly determine the most prudent action necessary in light of the circumstances.
(v) Purchaser is responsible for preventing unauthorized access to the Products licensed to Purchaser, including but not limited to changing passwords and other protective settings from their default values to individual ones. The Products shall only be connected to an enterprise network or the internet if and to the extent such a connection is authorized by Seller in the instructions for use and only when appropriate security measures (e.g., firewalls, network Purchaser authentication and/or network segmentation) are in place.
(vi) USB-storage media and other removable storage devices shall only be connected to the Products if and to the extent such connection is authorized by Seller in the instructions for use and only when the risk of a malware infection of the Products is minimized through malware scanners or other appropriate means.
(vii) The Product(s) undergoes regular development to further improve its IT Security. Seller strongly recommends that Products updates be applied as soon as they are available and that the latest Products versions are used by Purchaser. The latter might include the purchase of upgrades of hardware and additional Products by Purchaser; provided however, updates to remedy uncontrolled Vulnerabilities and/or clinical performance based on the Products Specification will be provided without additional charge. Use of Products versions that are no longer supported, and failure to apply the latest updates/upgrades may increase Purchaser's exposure to Cyberthreats.
(viii) Purchaser shall notify Seller without delay in case of suspected or actual Cyberthreats or Vulnerabilities of the Products. Disclosure by Purchaser of such information to third parties during the immediately following sixty (60) day period requires prior written consent by Seller.
(ix) In the event that Purchaser resells an item of Applicable Equipment, it shall inform Seller in writing of the name and address of the new owner and shall impose upon that new owner a corresponding obligation in case of further resale. Purchaser is not granted any right to sell or assign its right to use the Applicable Equipment without first obtaining Seller's express written consent.
(x) If Seller provides a Patch via SRS or for download, Purchaser shall promptly install the Patch in accordance with the respective installation instructions given by Seller.

e. Seller Cybersecurity Obligations. In order to protect the Products against Cyberthreats, Seller shall implement and continuously maintain a holistic, state-of-the-art security program for its IT infrastructure, including regular network scanning. In the event that Seller becomes aware of a Vulnerability that Seller does not classify as Insignificant, it shall make available Patches until EoS, until the termination of this Agreement, or up to ten (10) years following the Products delivery, whichever occurs first, provided that Purchaser's Products version is the most recent or at least the penultimate version at the given time, except in the case of third-party Products where the respective Products provider does not have a Patch available, Seller will use commercially reasonable efforts to make a mitigation available for the Vulnerability within 120 days following Seller becoming aware of such Vulnerability. In the case of third-party Products, Seller will make the Patch available to Purchaser without undue delay after such Patches are made available by Seller's

licensors and Seller performs the required testing and validating on the Products. Depending on the severity of the Vulnerability as determined by Seller (after consultation with Purchaser), Seller may elect to provide the Patch at the time and as part of upcoming routine updates. If the Applicable Equipment is connected to SRS and Purchaser enables remote distribution of the Patch via SRS, or if Patches are made available for download, the Patches shall be free of charge. However, if the Patch needs to be installed on site by Seller, Seller may charge Purchaser for the expenses (time and material) resulting from the installation. For the sake of clarity; (i) safety, uncontrolled Vulnerability and clinical performance Updates are mandatory and will be provided without additional charge to Purchaser regardless of contract status, and will be implemented by Seller regardless of who may otherwise be servicing the Products; and (ii) all other Updates are non-mandatory ("Refinement Updates") and are not performed unless requested by Purchaser and may be chargeable (e.g., travel, labor, and sometimes charges for parts) depending on Update.
NOTWITHSTANDING THE FOREGOING, SELLER ASSUMES NO LIABILITY WHATSOEVER FOR DAMAGE TO THE EXTENT SUCH DAMAGE IS CAUSED BY THE FOLLOWING:

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

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

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

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

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

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

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

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

"**Agreement**" shall mean the attached (i) Quotation for Products and/or Services including the Terms and Conditions of Sale and applicable schedules; and/or (ii) Software License Agreement describing the software licensed herein and the specific system for which the license is issued.
"**Licensor**" shall mean Siemens Medical Solutions USA, Inc.
"**Licensee**" shall mean the end-user to whom Licensor provides Software or Documentation for its internal use under the Agreement.
"**Software**" shall mean the software described in the attached Agreement, including the following as contained therein: (i) software programs consisting of a series of statements or instructions to be used directly or indirectly in a programmable controller or computer to bring about a certain result and (ii) databases consisting of systemized collections of data to be used or referenced directly or indirectly by a programmed controller or computer. Notwithstanding the foregoing, "Software" does not include "firmware" as such term is conventionally understood. Diagnostic/Maintenance Software also is not included within the scope of the Software licensed under this Schedule, and is available only as a special option under a separate Diagnostic Materials License Agreement and may be subject to a separate licensing fee.
"**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).**
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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.

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TRADE-IN EQUIPMENT REQUIREMENTS

TRADE-IN EQUIPMENT REQUIREMENTS

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

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

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

Purchaser further acknowledges and agrees that (i) the trade-in equipment will be free and clear of all liens and encumbrances including, but not limited to, unpaid leases and loans, and that upon request, it will execute a bill of sale or other documents reasonably satisfactory to Siemens to transfer title and ownership of the equipment to Seller, (ii) it is Purchaser's sole responsibility to delete all protected health information and any other confidential information from the equipment prior to de-installation, without damaging or cannibalizing the equipment or otherwise affecting the operation of the equipment in accordance with its specifications, (iii) any radioactive sources and other hazardous materials are removed from the equipment (iv) equipment has been wiped down and decontaminated of any blood or other potentially infectious materials (v) the equipment, including all updates, upgrades, modifications, enhancements, revisions, software, S/W disks and manuals, shall be returned to Siemens in good operating condition, reasonable wear and tear excepted, and (vi) to the extent not prohibited by applicable law, Purchaser shall indemnify and hold Seller harmless from and against any and all claims, demands, causes of action, damages, liability, costs and expenses (including reasonable attorney's fees) resulting or arising from Purchaser's failure to comply with item (i) above.

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

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AT Warranty Information

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

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

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

Note for Federal Government Customers Only: No warranty extended by Contractor shall apply to any products which have been damaged by fire, accident, misuse, abuse, negligence, improper application or alteration or by a force majeure occurrence or by the Customer's failure to operate the products in accordance with the manufacturer's instructions or to maintain the recommended operating environment and line conditions; which are defective due to unauthorized attempts to

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

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Detailed Technical Specifications

ARTIS icono ceiling IR

Part No./Product	Description
14465277 **ARTIS icono ceiling IR**	ARTIS icono ceiling IR combines mechanical flexibility, speed, and precision with contrast to noise ratio regulated imaging and smart workflow guidance. **ARTIS icono ceiling mounted system** ARTIS icono ceiling sets the pace in image guidance for complex interventions – by combining mechanical flexibility and positioning accuracy with contrast to noise regulated imaging and smart workflow guidance. Based on the proven ARTIS icono family, the system has been completely redesigned and offers advanced capabilities as well as improved precision for interventional radiology. With its pioneering image chain OPTIQ for excellent visualization of small vessels and devices, ARTIS icono ceiling supports you during super-selective procedures. The system performs accurate 3D imaging with a 200° rotation from the side. At the same time, new industry-proven motor drives allow for exact system movements and enable 3D acquisitions in as fast as 2.5 seconds – thereby reducing motion artifacts. ARTIS icono ceiling assists you in anatomical navigation and automatic identification of feeder vessels with AI-based guidance tools. Confidently perform precise and efficient embolization procedures – as well as many other IR procedures. And benefit from seamless interfaces, which effectively turn your angio suite into an inter-departmental digital hub – now and well into the future. <u>Disclaimer:</u> The products/features (here mentioned) are not commercially available in all countries. Due to regulatory reasons their future availability cannot be guaranteed. Please contact your local Siemens organization for further details. **System description** - Up to 30 system positions and up to 50 user-defined working positions as well as 3 direct positions can be stored and recalled from table side. An explanatory name can be assigned to the user-defined working positions to simplify their identification and selection. - Intelligent, computer-aided collision monitoring ICP (Intelligent Collision Protection). - One joystick for patient angle-oriented operation of C-arm angulation and flat detector movements, one separate joystick for transversal C-arm movements. - Stand rotation motorized ± 135 ° - Longitudinal stand movement motorized 262cm (with short rails), 369cm (with long rails). - C-arm oblique projections max. 330° in the rotational direction and 200° in the orbital direction. - Variable C-arm speed up to 20°/s; automated runs up to 100°/s. - Variable focal-spot-to-detector distance between 94 cm to 124 cm. - Isocenter-floor distance 108 cm - Focus-isocenter distance 78.5 cm **Operating modes** <u>Fluoroscopy</u>

Part No./Product	Description
	Digital pulsed fluoroscopy with pulse frequencies of 0.5 up to 30 p/s in 1k matrix. Overlay fade: On-line overlay of the reference image onto the active fluoroscopy. This improves efficiency and safety during interventional procedures because additional information which is clinically necessary can be displayed directly in the live fluoroscopy image. Digital acquisition technology Digital acquisition technology with frame rates of 0.5 up to 30 f/s in 1k matrix. Single image and serial acquisitions with time-controlled and manually variable frame rate. Digital Subtraction Angiography Digital Subtraction Angiography with frame rates of 0.5 up to 30 f/s in 1k matrix, including pixel shift, remask, roadmap, peak opacification for iodine contrast (MaxOpac), and CO2 contrast (MinOpac); adding of the anatomical background (landmark) from 0 to 100%. Advanced Roadmap offers the following clinical benefits: - DSA image can be selected as a mask for Roadmap - Zoom can be changed during Roadmap - Catheter and vascular contrast can be changed separately Unexpected patient movements in DSA acquisitions can be corrected easily with Auto Pixelshift. This saves time for the user and improves image quality. For all operating modes the following bit depth applies: Detector readout and image processing in 16-bit. DICOM image storage in 12-bit. **Case Flows** ARTIS icono is offering Case Flows, a sequence of system settings matching the diagnostic steps and treatment path. Case Flows provide flexibility in the execution of sequences, adapting to needs and situation. Case Flows can be used for standardized procedure execution across multiple ARTIS icono labs with the potential to reduce imaging variations. Case Flows support new team members and rotating staff to get faster up to speed. The following system settings can be adjusted with Case Flows to match situational needs: imaging parameter, C-arm position, SID, system position, zoom factor, filter/collimation, and display layout. **OPTIQ** OPTIQ introduces a new image intelligence in X-ray regulation: The conventional detector dose exposure control is replaced by a contrast driven technique for unleashed IQ parameter combinations. For a given procedure and patient the personal OPTIQ Flavor and preferences can be selected. OPTIQ keeps the pre-set definition of sharpness and contrast constant during the entire procedure and even reveals finest vessels and structures, when necessary. This results in constant image quality at significant dose savings allowing to focus on the procedure – independent of patient attenuation or C-arm angulation. Self-adjusting, image-processing algorithms support the system in adapting noise and contrast based on the personal image quality preferences. Every pixel is analyzed in real-time, and vessel edges are shown in high contrast for sharp visualization. Fine moving structures, such as small vessels and guidewires, are detected in the image and motion artefacts are suppressed efficiently for enhanced visibility and motion compensation. **StructureScout** As the device market is a large field interventionalists are confronted with new materials and devices on a regular basis. This requires smart solutions to simplify imaging:

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	StructureScout maximizes the visibility of devices at dose savings by setting the acquisition parameters according to the used materials – independent of procedure or patient attenuation. **OPTIQ Roadmap** In neuroradiology, image quality is key. Roadmap not only reveals finest vessel and device structures at reduced dose thanks to smart dose investments in the mask phase, but it also comes with numerous features that can ease your workflow significantly. In AVM treatment, for example, precise imaging helps to depict tiny arteries and veins within the complex vessel anatomy. A smart mixing algorithm assists in high-contrast visualization of the vessel anatomy during faster image creation. Special 2D Roadmap operating mode creating a vessel map from a DSA-scene using Maximum Opacification technique. As an additional operating mode, you can also decide to pick one frame out of a DSA run (i.e. for venous access in Roadmap). This provides improved image quality compared to conventional Roadmap and reduces x-ray dose and contrast media. **Online Pixelshift** Automatic pixel-shift processing for most accurate subtracted image display during Roadmap and DSA based on real-time movement detection and compensation. Six degrees of freedom –vertical, horizontal, rotational, zoom and shearing movement (left and right) - allowing highest possible efficacy. In order to show the most recent information in raw format, the pixel shift operation is applied to the mask image. This optimized way of pixel shifting ensures a perfect match of Roadmap image and native fluoro image, being shown at the Assist monitor. In addition, there is Dynamic Density Optimization (DDO) for on-line harmonization of native series and single images. **CARE package** <u>ALARA principle</u> Siemens follows the ALARA principle: "As Low as Reasonably Achievable"; the CARE package (Combined Applications to Reduce Exposure) was developed based on this research and development principle to protect the examiner and the patient. <u>Dose saving:</u> - CAREfilter: Intelligent control software that minimizes X-ray dose. During fluoroscopy and acquisition, special copper prefilters are automatically inserted into the X-ray beam depending on current X-ray transparency, which is calculated continuously. This is necessary to ensure that the optimal prefilter value is always active. This automation makes work easier for the user because the optimal filter setting need not be adjusted manually for each case. The adaptive Cu prefiltration has five steps (0.1, 0.2, 0.3, 0.6, 0.9 mm) and is used to lower the reference air kerma and improve radiation quality by reducing the low-energy X-ray radiation. - CAREvision with the as40HDR detector: Pulsed fluoroscopy with additional, reduced pulse rates of 0.5, 1, 2, 3, 4, 5 p/s. Adaptation of pulse rate to the current application requirements for significant reduction of radiation exposure, especially during interventional procedures. - CAREprofile: Radiation-free positioning of the primary and semi-transparent diaphragms by means of graphic display in the LIH (Last Image Hold). Collimator shutters and semi-transparent filters can be adjusted as a graphical overlay on the last-image-hold without any need for fluoroscopy or radiation. - CAREposition: Radiation-free object repositioning by means of graphic display of the X-ray center

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	beam and image edges in the LIH image. With CAREposition it is possible to reposition the object under visual control without radiation. - In case of table movements, the current position of the central beam and the image edges are superimposed on the LIH image as orientation points. - Low Dose Acquisition enables dose savings of up to 67 % during the examination. The Low Dose Acquisition protocol can be released with a separate pedal on the footswitch. Dose monitoring: - CAREwatch: Display of the measured dose-area product and the calculated patient reference air kerma on the flat-screen display. Electronics unit with DIAMENTOR measurement chamber integrated in the collimator housing for dose acquisition. Configurable screens on the data display and imaging system monitor. During fluoroscopy: Reference air kerma rate. During fluoroscopy interval: Accumulated reference air kerma or dose-area product, or percentage of the reference air kerma limit (total from fluoroscopy and acquisition). - CAREguard: Monitoring the reference air kerma. If the accumulated reference air kerma exceeds one of the three configurable limits, a warning appears on the live display and tableside on the touchscreen control. This allows ideal monitoring of the accumulated reference air kerma during the examination. - CAREmonitor: Special model-based monitoring of the measured skin entry dose, considering the geometric conditions of the system (actual device angulation, table position, patient weight, patient size). It then continually displays whether the skin entry dose applied to a specific region of the patient's body exceeds a specific configurable upper limit. CAREmonitor continually calculates and displays the actual accumulated skin entry dose as a portion of this upper limit. This helps the user to detect a potential patient hazard at an early stage. The patient is therefore better protected against the damaging effects of radiation. Dose documentation CAREreport: Dose information as part of the DICOM Structured Report. After each examination, the information is available in DICOM format and can be sent to a DICOM archive together with the image data, for example. Saving dose information in DICOM format also enables flexible analysis and further processing via a DICOM-capable analysis software/database. **Image generation** X-ray generator Microprocessor-controlled high-frequency X-ray generator with automatic dose rate control. - Power output: 100 kW at 100 kV (IEC 60601-2-7 and IEC 60601-2-54). - SID tracking: Automatic tube current adaptation to focal-spot-to-detector distance. - CAREmatic: Automatic X-ray control system for fully automatic calculation and optimization of exposure data based on fluoroscopic data. - Patient transparency monitoring. - Tube load monitoring with indication in the live display. The optimal X-ray parameters depend on the transparency of the patient at the current angulation, measured during fluoroscopy. These parameters are continuously calculated and updated. Test shots are no longer required. This ensures superior image quality and minimum radiation exposure for user and patient with every exposure release. StraightView The flat detector and the multi-leaf collimator are installed on a motorized rotating turntable on the C-arm. They automatically line up with the table swivel, thus ensuring upright images of objects which are in line with the table.

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	The flat detector and multi-leaf collimator can also be rotated together at any angle relative to the table, enabling upright presentation and collimation of objects which are not in line with the table. **Image processing** - Image display as positive and negative, windowing, contrast and brightness control, electronic display shutter, image shift (roaming), vertical and horizontal image inversion, magnifying glass, and zoom functions. - Storing of single images as reference images for acquisition and fluoroscopy. - Quantification: angle and length measurements, automatic and manual calibration. - Text functions: user-definable image annotation, free annotation or by means of text components, comments line for the image, R/L display. - Fast and direct access to all series, single images, reference images, and photo file images via MULTIMAP. Access possible both in the examination and in the control room for displaying or post-processing images. Image storage capacity - 100,000 images in 1k matrix with a size of 2 MB - 25,000 images in 2k matrix with a size of 8MB **Image export and networking** DICOM functionalities: DICOM Send: Sends images and series to DICOM networks or workstations. DICOM StC (Storage Commitment): Receives archiving confirmation from the image archive. DICOM Print: Prints image material using virtual film sheets via DICOM print laser camera or network laser printer. DICOM Query/Retrieve: Searches for images and series in DICOM networks (Query). Imports images and series from DICOM networks (Retrieve). DICOM Get Worklist: Imports patient and procedure data from a DICOM patient management system. DICOM MPPS (Modality Performed Procedure Step): Sends dose data as well as patient examination status to a patient data management system. Exam protocol data transfer as DICOM Image: Convert exam protocol data into image pixel data and send as DICOM XA image. DICOM SR: Stores relevant dose data as DICOM Structured Report and sends it to DICOM network. Ready Processed Images: Configurable transfer mode to store and archive overlays and post-processing results in the image pixels. Note concerning DICOM interface(s) For diagnostic purposes, only hardcopy cameras/laser printers explicitly approved for this system may

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	be used. The description in the DICOM Conformance Statement downloadable from the Internet is exclusively binding for the functionality of the DICOM interface(s). Functionalities across interfaces with/between partner systems require explicit validation since the interpretation of the interface by the partner/target system is not part of the product's responsibility. A modification of the interface that might be required is not included in the offer, e.g., for the rare case that available configurations are not sufficient. With regard to expenses for interface configurations that might be required, the agreements on maintenance/service of the product apply. <u>Standard functions</u> Standard functions such as image review and optional clinical application software, are performed in individual processes on dedicated task cards. A number of functions and input parameters, as well as the language used, can be selected according to individual requirements. The package includes a basic software CD and dongle for Patient Browser with the following software functionalities: - Patient management - DICOM communication with Send, Receive, Query/Retrieve, Print **Remote Services ARTIS icono** Smart Remote Service (SRS) is a secure data link that connects the ARTIS icono system to our experts who provide you with proactive and interactive services caring for your running operations. SRS allows you to: - Protect your equipment against cyber threats by regularly receiving software updates. - Access remote technical and clinical application support to bring equipment back to running operations. - Improve clinical know-how on latest software features and functionalities. - Predict equipment malfunction and act before an event occurs. **Life Net** LifeNet is an online portal that allows you to manage the performance and maintenance status of your Siemens Healthineers equipment, 24/7, from your ARTIS icono system. LifeNet allows to: - Monitor efficiently and save time by knowing the status of your equipment and service tickets at a glance. - Plan ahead and maximize your productivity by confidently handling upcoming upgrades, maintenance, and training. - Manage effectively by analyzing service metrics with on demand access to in-depth service and equipment reports. ***syngo* Evolve** *syngo* Evolve is a service feature that is offered as a separate sales option. It is a key component of our upgrade strategy and allows you to take advantage of technological advancements. **Customer Training** Siemens Healthineers recognizes the significant investment you are making in purchasing a new imaging system and are determined that you are able to realize the full capability of this new system. Siemens clinical applications training ensures you have every opportunity to fully utilize your new

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	system. Content of user training: - Instruction on system, operator, and patient safety - Instruction on operation of the system - Instruction on proper cleaning of the system - Instruction on basic and advanced imaging PEPconnect: Your smarter connection to knowledge in digitalizing healthcare (https://pep.siemens-info.com) Delivery & duration of the user training varies and may be country specific. For additional information please contact your local Siemens Healthineers representative.
14465321 **Omni Spin**	ARTIS icono ceiling Omni Spin. ARTIS icono ceiling offers with Omni Spin a unique combination of flexibility, speed, and precision. - Accurate 3D imaging with a 200° rotation* (180° plus fan angle) from head, left and right side with a patient coverage of up to 2.4 m for 3D imaging of the pelvic area, e.g. in PAE and UFE procedures. - 3D acquisitions* are possible in as fast as 2.5 seconds, thereby improving 3D image quality by reduced motion artifacts. - New industry-proven motor drives allow for exact system movements, with a precision of better than 0.5 mm allowing to reuse vessel maps for subtraction. * Software licenses for Dyna3D and DynaCT are not included.
14465043 **Imaging System**	Image system computer for control of system operation and image acquisition. Dual architectur In order to provide highest level system availability, the imaging system consists of two independent computer systems that manage central tasks such as real-time image processing during fluoroscopy or acquisition as well as post-processing and networking functionality separately from one another. This ensures the best possible system performance and availability. Image storage capacity: - 100,000 images in 1k matrix with a size of 2 MB. - 25,000 images in 2k matrix with a size of 8MB.
14455696 **Add. Display 24" with video cable**	24" TFT display for flexible usage Including 36m DVI-D fiber-optic cable. **24” widescreen monitor:** - Optimal viewing of medical DICOM grayscale images. - Image accuracy and consistency over time with DICOM Part 14 calibration. - Low power consumption and long lifetime with LED backlight. - Minimal color and contrast shift when viewed from an angle. - Consistent display with automatically stabilized brightness. - Stable images across the screen with brightness uniformity. - Smooth color gradation with over 1 billion colors displayed. - Ideal preset modes for CR, CT, MRI, and endoscope images. Type: Color TFT LCD Panel (IPS) Size: 61cm / 24.1" (611 mm diagonal)

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	Native Resolution: 1920 x 1200 (16:10 aspect ratio) Brightness (typical): 350 cd/m2 Contrast Ratio (typical): 1000:1 Input Terminals: DVI-I x 1, DisplayPort x 1 Net Weight: 8.7 kg Net Weight (Without Stand): 6.0 kg Hole Spacing (VESA Standard): 100 x 100 mm 36m DVI-D fiber-optic cable.
14432948 **Automap**	Automatic stand positioning depending on the selected reference image and automatic reference image selection depending on the stand positioning. Automap optimizes the procedure workflow, especially during interventions. A selected reference image displaying the needed medical information (e.g., before dilatation) is used as the basis for moving the system to the correlated position automatically. The intervention can be continued immediately without manually repositioning the patient. On the other hand, the system is able to select a reference image for the current device position. In case of changes in device position, this enables the user to see the corresponding reference images quickly and safely.
14465042 **OPTIQ with as40HDR GIGALIX**	OPTIQ image chain with the following tube, collimator, and flat detector configuration: as40HDR detector and GIGALIX tube The as40HDR flat detector is optimized for the requirements of radiology. The GIGALIX X-ray tube concentrates high pulse power on small, square-shaped focal spots (flat emitter technology for all focal spots). This provides unprecedented image quality for confidence in challenging situations. **as40HDR flat detector** The digital high dynamic range flat detector with integrated removable grid is especially designed to fulfill the requirements of interventional imaging. The detector features 16-bit analog-to-digital conversion, resulting in a gray scale resolution of 65,536 gray scales. This in turn improves contrast resolution in 3D imaging with *syngo* DynaCT. The increased scintillator layer thickness of 750 µm results in a high DQE (Detective Quantum Efficiency) of 77%, thereby improving image quality at low radiation doses. 154 µm pixel arrays provide highest spatial resolution (3.25 LP/mm) and excellent contrast. Acquisition frame rates of up to 60 f/s are possible (option). Usable input formats: - Active imaging size (Overview mode) 29 cm x 40 cm, diagonal 49cm (19.3”) - Zoom 1: 28 cm x 28 cm; diagonal 40 cm, (15.7”) - Zoom 2: 22 cm x 22 cm; diagonal 32 cm, (12.6“) - Zoom 3: 18 cm x 18 cm; diagonal 25 cm, (9.8“) - Zoom 4: 14 cm x 14 cm; diagonal 20 cm, (7.9“) - Zoom 5: 11 cm x 11 cm; diagonal 16 cm, (6.3“) - Zoom 6: 9 cm x 9 cm; diagonal 13 cm, (5.1“) - Zoom 7: 7 cm x 7 cm; diagonal 10 cm, (3.9“) The flat detector is mounted on a motorized rotating turntable at the C-arm. It can be rotated by 90°,

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	so that it can be adjusted to landscape format or portrait format. Any angle in between can be adjusted. Motorized adjustment of the detector-patient distance. The as40HDR flat detector offers additional operating functions directly on the detector housing, such as angulation, FD rotation (Cran/Caud, RAO/LAO), and change of the focus-detector distance. Removable grid: The grid can easily be removed, saving the user time in examinations not requiring a grid, for example in pediatrics, where dose reduction is especially important. **Angio collimator** Compact multi-leaf collimator with rectangular blade, wedge-shaped finger filters for DSA and cardiological applications and graduated filter. - Independent rotation and shift of filter blades - Automatic synchronous rotation of detector and collimator unit to compensate image rotation at the different examination positions of the support stand. - Rotation also possible via table side control enabling upright images of objects or body parts not aligned with the table e.g. arms. - Manual rotation of the detector and collimator unit using the control right on the detector housing. - Five-step adaptive Cu pre-filtration (CAREfilter) to reduce the equivalent skin dose and improve radiation quality through dose saving for the soft radiation parts. Filter steps: 0.1; 0.2; 0.3; 0.6; 0.9 mm Cu. - Electronics unit with DIAMENTOR dose measurement chamber integrated in the collimator housing, for acquisition of the dose-area product and the calculated patient entry air Kerma at the patient entrance reference point (CAREwatch). **X-ray tube assembly: GIGALIX 125/30/40/90** Triple-focus high-performance X-ray tube assembly with unique flat emitter technology for generating extremely high tube currents of max. 250 mA in fluoroscopy and 1000 mA in acquisition. This provides very good image quality even with heavier patients or steep angulations. The focus is always quadratic and permits outstanding perceptibility of small structures with a nominal quadratic focus of 0.3/0.4/0.7. The anode has a high heat storage capacity of 5.2 MHU and the metal center tube with liquid bearing technology allows a maximum cooling power of 1.52 MHU/min. This means that pauses are not required during radiation, even for lengthy procedures. The X-ray tube is almost silent, which is an additional benefit for patient and user.
14465015 Multimodality Viewing	Supports the connection of external video sources such as Sensis/recording systems, PACS, HIS/RIS, Ultrasound, ECG, IVUS, OCT, external video, endoscope, mapping systems, and their visualization on the exam room display. Adapted to the local needs and depending on the availability of the cockpit option up to 24 external sources can be connected. Up to 8 out of these 24 external inputs can be visualized in one layout. The multimodality viewing option and the cockpit option share the same 24 video inputs. For video signals others than DVI, video converters are required. <u>Video converter</u> For the connection of 3rd-party video signals up to 3 video converters are included. Different converter versions are available, according to local needs. Selection of converter version is part of the general video clarification.

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	Possible Video Inputs VGA/DVI/DP/HDMI/HD-SDI/ S-Video/CVBS connections Additionally, up to two Ethernet connections are possible. Per video connection (except DVI) one video converter is required.
14455573 **Large Display (rail mount)**	Large color flat screen display (including cables) for the examination room, with a panel diagonal of 55”. This large display version provides an excellent clinical image quality due to its new IPS panel technology. The Large display is fixed on a ceiling-mounted, longitudinally movable, rotatable, and height-adjustable display holder in the examination room. **Large color flat display** For the diagnostic color display in IPS technology, with high luminance and extended viewing angle, the gamma curve has been adapted particularly for gray scale display according to the CIE / DICOM recommendations. Internal video signals such as live and reference images, system and table positions, system messages and dose information can be positioned individually and displayed on the Large Display. Together with Multimodality Viewing (optional) also external video signals like Sensis/recording systems, PACS, HIS/RIS, Ultrasound, ECG, IVUS, OCT, external video, endoscope, mapping systems, can be integrated into these Large Display layouts. Two reference segments are available to display in parallel static reference images. Technical specification of 55” display: Display size (W x H) 121 cm x 68 cm Screen size 55 “, 139 cm Resolution: 3840 x 2160 (pixels); 8 megapixels at 4 x HD. Color depth 1.07 x 10^9 colors. Excellent brightness over the lifetime: 400 cd/m² at a contrast ratio of 1450:1. Flicker-free and distortion-free image display. **Bypass concept** In case of error, such as controller failure, the Large Display switches automatically to bypass mode and emergency fluoroscopy is displayed on the Large Display. **Backup concept** The Large Display has a backup concept to ensure performance in the event of power supply failure (2 separate power supplies for the left and right sides of the Large Display). **Display mount** The longitudinally mobile, swiveling, rotating, and height adjustable display holder contains a large color flat display. All cables are integrated. Technical data for the display holder: - Longitudinal travel range 217.5 cm with 300 cm rails. - Height adjustment range 80 cm. - Swivel range (max. system rotation) 300 degrees. - Display swivel range 330 degrees.
14465217 **Large Display diagn.**	55" laminated glass protective screen for the monitor panel. The high-quality 55” laminated glass protective screen protects the panel of the monitor against

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protection	mechanical damage and fluid ingress on the front. The protective screen is suited for clinical image evaluation. Features: - The laminated glass enforces high mechanical strenght and resistivity against mechanical impact. - Special coating reduces reflections for a continuous image quality. - Excellent spectral transmisison of at least 98%. - Screensize: 55" - Weight: approx. 12kg Note: Observe the maximum permissible load of the display suspension. A combination with other options mounted to the display suspension might be restricted.
14465045 **ARTIS multi-tilt table**	ARTIS multi-tilt table ensures optimal patient positioning regardless of the procedure and patient size. With an unprecedented level of material integrity, it is suitable for even the heaviest of patients. - Maximum table load: 440 kg (970 lbs.) consisting of 280 kg (617 lbs.) for the patient, 100 kg (220 lbs.) for accessories, plus 60 kg (132 lbs.) for CPR. - Allows tilting in +15°/-20° and a +/-15° cradle. - The easy-float tabletop permits hassle-free positioning of the tabletop regardless of patient weight, mounted lower-body radiation protection and tableside modules. - Small table base allows upright and comfortable standing, close to the patient. - The Siemens unique IsoTilt functionality keeps the C-arm projection during Trendelenburg tilting. - Ball bearing mounted slidable accessory rails on both sides for easy positioning of control modules and accessories. Note: It is mandatory to provide UPS back up with this table option in order to comply with IEC 60601-2-43 CL. 201.15.101. Reason: In the event of power failure a neutral table position suitable for CPR must be reachable within 15 seconds. A suitable UPS from Siemens as required must be included in your order unless an existing / planned UPS provision for your installation site will satisfy the requirement. **ARTIS multi-tilt table** ARTIS multi-tilt table with motorized dual-axis tilt and stepping in longitudinal direction for interventional, surgical, electrophysiological, or peripheral examinations, for example, as well as for stabilizing a patient. Motor supported movement of tabletop allows a movement of the patient with virtually zero force

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	independent from table load and tilting angle. Enabled by the table control module. The multi-tilt table is IPX4 rated and therefore fulfilling the high standards required for operating rooms. - Operation range: ±15° lateral tilting (cradle). - +15° head up, - 20°head down. - Iso-tilt functionality for maintaining the projection during table tilt along the patient axis. - Motorized, power-assisted table movement in longitudinal and transversal direction in any table tilt and cradle. Note: It is mandatory to provide UPS back up with this system in order to comply with IEC 60601-2-43 CL. 201.15.101. Reason: In the event of power failure a neutral table position suitable for CPR must be reachable within 15 seconds. A suitable UPS from Siemens as required must be included in your order unless an existing / planned UPS provision for your installation site will satisfy the requirement. - When ordering a “Cardiology System” a narrow tabletop with thin mattress is recommended. - When ordering an “Interventional Radiology System” or a “Surgery System” a wide tabletop with a thick mattress is recommended.
14455543 **Tabletop - wide**	Patient positioning tabletop made of carbon fiber in wide, straight design for universal use. The tabletop is straight all the way to the head area. Maximum patient weight: 280 kg / 617.3 lbs. Weight: 12.7 kg / 28.0 lbs. Length: 2287 ± 1 mm / 90.1" ± 0.04" Width: 525 ± 0.5 mm / 20.7" ± 0.02" Intended only for use with ARTIS tables.
14465054 **Oper. contr. ARTIS table**	For an ideal workflow, full system operation can be performed directly at the table side. This includes complete system operation through modular control elements for controlling C-arm movements, patient table, and collimator. The illuminated controls and touch display are easy to use – even when covered with drapes for sterile operation. Pilot module The pilot module provides comfortable and ergonomic operation of the system. It allows the control of system and table movements, imaging parameters, the selection of examination protocols, image acquisition and evaluation and many other functions. The touch screen can be configured to meet individual clinical requirements. The Touch2Move technology allows intuitive activation of system movements. Table control module (with ARTIS multi-tilt table) The table operating module with panning knob for servo-assisted table movement enables virtually force-free movement of the patient regardless of table load and table inclination. Table control module (with ARTIS standard table) Table control module with panning knob for free-floating tabletop movement. Collimator control module The Collimator control module for controlling of all collimator functions, such as rectangular blade or

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	wedge-shaped filters. Hand switch Multi-functional hand switch for acquisition control, switching acquisition frame rates and/or step movements. (This switch might not be available in all countries.)
14465396 **Mobile cart for control module**	Mobile cart that serves as mobile holder for the Artis control module. The mobile cart serves as mobile holder for the Artis control module which can be attached. The accessory rail is included in two versions, for use in the US and EU. The cart is freely movable in the room allowing individual head-end positioning of Artis control modules or maximizing the distance between medical personnel and the radiation source to reduce radiation exposure. In addition, an optional radiation protection curtain (MD69-SI-RA 14465397) can be attached to the cart. - Special design with minimum space requirements and maximum tilt resistance - Casters with cable deflector for free movement - Four casters, each with parking brake for secure positioning - Frame lacquered in RAL 9003 - Stainless steel holder for 4- pedal foot switch - Accessory rail height adjustable (with screws) 78 - 99 cm / 30,7” – 39” in 10 steps - Accessory rail for control module mounting: EU 25 x 10 mm / 0,1” x 0,4” or US 28.6 x 9.5 / 1,1”x 0,4” mm - Maximum load capacity of accessory rail: 8.5 kg - Outer dimensions: 110.1 x 82.7 x 61.0 cm / 43,3” x 32,6” x 24” (H x W x D, without curtain) Please note: For individual head-end positioning of Artis control module please order an operation module data cable extension VBLO: 14455802.
14465056 **Abdomen radiation prot. IR**	This radiation shield protects the user from scattered radiation when standing at the table side. It can be attached to the accessory rails either on the right or on the left side of the patient positioning table. It provides the user an additional accessory rail. It includes a basic unit (89 cm x 75 cm / 35" x 29.5" (l x h); one lower body radiation protection pivot swivel element (48 cm x 75 cm / 18.9" x 30.3" (l x h); one flip down element 57 cm x 33cm / 22.4" x 12.99" (l x h), and two clip-on units (27 cm x 33 cm / 10.6" x 12.99", and 27 cm x 25 cm / 10.6" x 9.8") with a lead of 0.5 mm / 0.02" Pb. The maximum load of the accessory rails is 20 kg (44.1 lb). Intended only for use with ARTIS tables. It provides a dictance of 7cm to prevent the collision with the table base in case of maximum penning. The radiation shield can be attached to the accessory rails either on the right or on the left side of the patient positioning table. It provides the user an additional accessory rail.

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	It includes: - A basic unit: 89 cm x 75 cm / 35" x 29.5" (l x h). - One lower body radiation protection pivot swivel element: 48 cm x 75 cm / 18.9" x 30.3" (l x h). - One flip down element: 57 cm x 33cm / 22.4" x 12.99" (l x h). - Two clip-on units: 27 cm x 33 cm / 10.6" x 12.99" (l x h), and 27 cm x 25 cm / 10.6" x 9.8"(l x h), with a lead of 0.5 mm / 0.02" Pb. The maximum load of the accessory rails is 20 kg (44.1 lbs.). Intended only for use with ARTIS tables. It provides a distance of 7cm to prevent the collision with the table base in case of maximum panning.
14465096 **QVA Vascular analysis**	Vessel analysis with determination of degree of stenosis, distance measurement and calibration. Scientific measuring program for objective, accurate and reproducible vessel evaluation: - Automated contour detection - Determination of degree of stenosis - Automatic and manual reference diameter determination - Automatic and manual calibration methods - Distance and angle measurement Especially to be used for vessel sizes between 0.5 mm and 50 mm. With ARTIS icono SW version VE21 and higher QVA is available as the optional feature “QuantWeb QVA”. QuantWeb QVA is part of *syngo* application software and can be deployed on the imaging system.
14465221 **syngo interv. Oncology Engine Pro**	Application software for reconstruction, post-processing and handling of 3D information including specific applications for interventional oncology. The package includes the following: - syngo Dyna3D and syngo DynaCT for 3D high-contrast and CT-like soft-tissue imaging. - 3D Wizard for expert step-by-step guidance in 3D acquisition. - syngo 3D Roadmap for dynamic overlay of planning data and 3D volumes on live fluoroscopy. - Fusion functionality for integration of pre-interventional 3D datasets also from other modalities into the Angio-room (syngo 3D/3D Fusion and syngo 2D/3D Fusion).

Part No./Product	Description
	- Marking of points or lines on the 3D geometry or MPRs and overlay of these markings on live fluoroscopy. - in-room control for table-side operation of advanced applications. - Parallel patient processing capabilities. - syngo Embolization Guidance – a dedicated workflow support for planning and performing embolization procedures. - 3D functional imaging providing physiologic blood volume information (syngo DynaPBV Body). - 2D functional imaging for visualization of blood flow characteristics (syngo iFlow). - myNeedle Companion assists you during all kinds of image-guided needle interventions from planning, over marking the incision point/angle, over guiding the needle progression to checking the result. myNeedle Companion includes myNeedle Guide (planning and guidance software) and myNeedle Laser (laser crosshair mounted on detector unit). **Contents:** The *syngo* application software is a dedicated application software for image postprocessing. Its functionality can be extended with additional software functions to suit specific user or clinical needs in angiography, surgery and cardiology. The application software features an intuitive and thus easy to learn user interface developed from prototypes tested in close cooperation with users. **3D image generation** <u>3D rotational angiography</u> In 3D rotational angiography, a sequence of 2D projection images is acquired by the C-arm performing a fast rotation around the isocenter in which the patient is positioned. Immediately after the acquisition image data is handled by time-optimized 3D image data reconstruction. - All parameters required for the 3D reconstruction are included in the organ program. This enables optimized image quality and easy handling, as well as the fastest possible 3D reconstruction. - Rotation speed is up to 90°/s for ARTIS pheno as well as for ARTIS icono floor and ARTIS icono biplane. - Angle-triggering allows a reduction in dose through a reduced acquisition frame rate while at the same time achieving better image quality. In addition, it allows for accurate subtracted rotational scans.

Part No./Product	Description
	3D reconstruction and visualization of a volume are performed in real time in volume rendering technique (VRT), MPR, and MIP. 3D Rotational angiography is used in particular as support in interventional radiology and neuroradiology in the angiography laboratory. Based on dedicated acceleration hardware the primary reconstruction results are available in full diagnostic quality in the examination room within 19 seconds for high contrast images and less than 42 seconds for soft tissue DynaCT images. Subsequent secondary reconstructions are available even faster. ***syngo* Dyna3D and *syngo* DynaCT** *syngo* DynaCT is especially suited to support radiologists and neuro-radiologists during interventional procedures in the angiography suite with both endovascular and non-endovascular procedures. *syngo* DynaCT provides enhanced decision making during oncology procedures such as chemoembolization and RF-ablations. In neuroradiology, *syngo* DynaCT allows the visualization of bleedings, the ventricular system of the brain and microstent placement. With *syngo* DynaCT it is possible to visualize a soft tissue difference of 10 HU (Hounsfield Units) of an object 5 mm in size, or 5 HU for an object 10 mm in size, in a Thick-MPR display (measured with a CATPHAN 16 CT phantom with the CTP 515 module). Homogeneous image quality is achieved across the entire image. As a result, critical regions such as the base of the skull can be displayed with a lot fewer artifacts. With *syngo* Dyna3D it is possible to visualize high contrast objects such as vessels, bony structures or devices which can be used for procedure planning, intra procedural device guidance and treatment success documentation. With ARTIS icono the 3D acquisition time is reduced compared to previous system platforms. The shorter acquisition time makes it easier for patients, especially those that are critically ill, to hold their breath during the acquisition and with that to reduce motion artifacts. For all 3D acquisitions are reconstruction algorithms available which are optimized for cone beam geometry and to deliver image quality impression according to the customer needs. *syngo* DynaCT also offers: - Reconstruction algorithm optimized for cone beam geometry. - Faster 3D acquisition with almost all protocols showing biggest benefits in the 2x2 binning mode only for zen40HDR detector. **3D Image Manipulation** In angiography, surgery, and cardiology, the three-dimensional information is used for diagnosis, planning of therapy and documentation. Diagnosis and treatment can be performed in one session. This offers a significant advantage thanks to the fully integrated workflow, for example the: - C-arm follows 3D - Transfer of the projection angle (that has been adjusted by the user in the 3D volume) to the C-arm stand for both planes (frontal and lateral plane) with ARTIS icono biplane. Driving the C-arm to exact projection position according to the view of the reconstructed volume and/or setting the volume to follow real-time C-arm positions. - 3D followos C-arm - Real-time synchronization between reconstructed volume and C-arm position (Volume following the C-arm position). - Indication whether the angulation can be achieved at the C-arm without collision with the patient or table. - 3D measurements either in MPR or VRT view.

Part No./Product	Description
	Features: - Reconstruction protocols for visualization of vessels, bones, clips, coils, etc. Different reconstruction protocols can be applied at the same time. - The result of the reconstruction can be native, subtracted or native filled visualized. - Modification of reconstruction area to allow zoom via reconstruction for more detailed visualisation of smaller devices and anatomical structures. - Visualization with shading and light source for an improved three-dimensional impression. Image data: - Viewing of volume data from AX, CT, MR, and PET modalities. - Loading of two volume data sets simultaneously. - Multiple Layouts: Single VRT or MPR (1on1), double VRT or MPR (2 on1) and quadruple (4on1) for VRT and MPR display. - Two displays are supported for simultaneous display of two volumes side-by-side. Image display modes: - VRT, Color VRT, MIP, MinIP, and MPR rendering. - Thin slice renderings for MPR, MIP, and MinIP. - Variable light source, shading effects. Volume editing: - Editing of clip planes and control volumes. - VOI punching Presets: - Visualisation bookmarks, to store and retrieve volume visualization parameters. - Angulation bookmarks, to store and retrieve angulation parameters. - Visualisation presets for series-unspecific application of volume visualization parameters. Output: - Parallel ranges, radial ranges, including macro range definitions and curved ranges. - 2D and 3D measurements, measurement grid, distance measurement and annotations. Export functionalities: - AVI, MP4 format export with selectable compression format and compression ratio. - TIFF, PNG, BMP, JPEG image export. - Sending of parallel ranges results to PACS. **3D accessories** Includes the accessories required for 3D setup and calibration. **Dual volume visualization** Enables the differentiation between two high-contrast 3D objects that have virtually the same contrast density by choosing different visualization presets for the two simultaneously loaded volumes. This enables clear differentiation between e.g. contrast-filled vessels, bones, stents, clips, or coils. Furthermore, it allows the display of one low-contrast and one high-contrast volume in one view, often realized as embedded MPR where the high-contrast volume is visualized in VRT and the soft-tissue information is shown as MPR slice. This can be used e.g. for visualization of the anatomical structure of tumors in combination with the feeding vessels.

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	***syngo* 3D Roadmap** The operator can overlay any 3D volume or planning data, or excerpts of it, onto the live fluoroscopy image. Via Fade in – Fade out the degree of visibility of the overlaid information can be determined at any time. This tool offers the physician real-time three-dimensional guidance for more confidence. It avoids repeated injection of contrast material during fluoroscopy by overlaying a 3D vessel tree instead. The *syngo* 3D Roadmap is automatically updated in real-time according to any table, C-arm, zoom and SID changes. Even changes due to patient movement can be manually updated. The 3D volume can be overlaid on the frontal plane on regular fluoroscopy as well as on Subtracted Fluoro, Roadma, or acquisition series. The overlay appears on the display so the 3D Roadmap information is available in parallel with the regular 2D images of the live display of the acquisition system. **Fusion functionality:** A fused CT, MR or PET image can be overlaid with live fluoroscopy in combination with 3D Roadmap functionality providing information during interventional procedures that are available neither in 2D X-ray nor in 3D rotational angiography. **The package includes *syngo* 2D/3D Fusion as well as *syngo* 3D/3D Fusion** *syngo* 2D/3D Fusion: Allows to spatially align any pre-acquired 3D volume of the patient with two 2D X-ray projections. This eases the workflow during the procedures and reduces the X-ray dose because no additional 3D acquisition is required. *syngo* 3D/3D Fusion: Allows to spatially align two 3D volumes from the same or different modality in such way that the anatomical structures overlay each other. Any *syngo* DynaCT or *syngo* Dyna3D image can be fused with datasets from e.g., CT, MR or PET. **Workflow support for embolization procedures** The easy one-click *syngo* Embolization Guidance application automatically detects and highlights tumor-feeding vessels for targeted embolization of the liver. This supports complete tumor embolization which is important for an effective and safe treatment. The specialized workflow for liver embolization procedures allows to increase process efficiency: Based on a 3D acquisition, the lesion or treatment area can be defined by drawing a diameter line with just one click. Then the algorithm automatically detects the position of the catheter and identifies and visualizes vessels going from the current position of the catheter to the defined lesion. The software locates even small and distal tumor-feeding vessels. The easy handling of the software allows the user to operate it from tableside, eliminating the need to leave the exam room to perform the planning. Independent of the anatomic region, the following workflow support for embolization procedures is available: - Based on a contrast enhanced DynaCT, CTA or MRA a proximal and (multiple) distal point(s) can be manually defined in vessels. The *syngo* Embolization Guidance algorithm automatically identifies the course of the vessel or vessel tree in between these points. - The created vessel tree can then be adjusted by adding or removing vessels, changing colors, and choosing different options for visualization (centerline, outlines, 3D vessel representation, ruler view, foreshortening view).

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	As a second feature, segmentation, and volume computation of a 3D structure such as a tumor nodule can be done based on CT, PET-CT, MRI or late phase DynaCT volume datasets. The automatically computed volume can be used for estimation of the amount of (chemo-/radio-) embolic material needed. The ability to graphically overlay 3D objects such as tumor-feeding arteries, or vessel paths in general, with the current fluoroscopy image reduces the use of contrast material and lowers navigation time and hence total fluoroscopy dose during embolization procedures of e.g. tumor-feeding vessels. The ability to superimpose the segmented lesion or target area onto live fluoroscopy may give additional hints on targeted and non-targeted embolization during the procedure, e.g. in case anastomoses open up when the catheter is positioned more and more distally during the procedure. **Toolbox functionality:** Toolbox is a generic application to interactively mark structures of interest in a 3D volume, e.g. a *syngo* DynaCT image, using points and lines. Analogously to *syngo* 3D Roadmap, these markings are projected onto the live 2D X-ray illustrating the position of the 3D anatomical structure within the live X-ray. Included functionality: - Overlay of any lines and dots drawn on the VRT or MPRs on live 2D image. This functionality provides an easy link between information that may only be visible in the 3D volume (VRT or MPRs) and the fluoroscopy or Roadmap images. **Common functions** Inroom control functionality Allows for remote control of the *syngo* Application Softwarefrom the examination room. For this, a set of functions is offered inroom for e.g. 3D image assessment and manipulation, 3D navigation, multimodality image integration, or for actively following the steps of a pre-defined workflow. ***syngo* DynaPBV Body** *syngo* DynaPBV Body provides 3D physiologic information regarding blood volume in lesions and surrounding tissue. The visualization of color-coded blood volume maps is based on a special dual-sweep *syngo* DynaCT acquisition program followed by an elaborated computation of the blood volume steady-state information. The software can demonstrate e.g. successful complete embolization of tumors, but it can also reveal critical physiologic changes in tissue perfusion e.g. after coil-embolization of side branches feeding non-tumor-bearing tissue, or it can also help in discovering suspicious (re-)perfusion around treated tumors indicating potential tumor recurrence. **Workflow support for needle procedures** myNeedle Companion provides a guided intuitive 3-step approach, for consistent needle positioning results: Step 1: Imaging (via *syngo* DynaCT) Visualize lesions with *syngo* DynaCT. Step 2: Planning Plan one or more needle pathways and pinpoint target zones in different cross-sections, then

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Part No./Product	Description
	superimpose them in all views to assess the neighboring anatomy. You can also fuse data sets from multiple modalities like CT, MRI, or PET/CT. Step 3: Guidance Use myNeedle Laser to insert the needles at the planned location and angle. The system automatically aligns the laser cross with the planned path. You can monitor the progression of the needles using 2D imaging. ***syngo* iFlow** *syngo* iFlow allows the visualization and analysis of blood flow and 2D perfusion in the examined organs. This information is based on the time-to-peak calculations from a routine DSA acquisition and can be applied as simple click-of-the button postprocessing to arbitrary pre-acquired DSA scenes. The calculations can be shown as a color-map of the whole organ. It is also possible to calculate blood flow and perfusion characteristics for regions defined by the user and display them as ROI (region of interest) curves. These graphics support the analysis of blood flow dynamics in the defined region.
EPW935515UPS **Eaton Powerware** **9355 15 kVA UPS**	Includes UPS, battery, maintenance bypass panel, and one year on-site parts and labor coverage (24x7) by Eaton Powerware. This UPS is recommended when protection and uninterruptible power is required for the Artis' C-arm and table. Emergency fluoroscopy is not available with this UPS. If emergency fluoroscopy is required, the 9390 - 160 kVA UPS is recommended for the full system. One UPS per lab. Additional seismic brackets are required to make this system OSHPD approved. This UPS is recommended when protection and uninterruptible power is required for the C-arm and table. Emergency fluoroscopy is not available with this UPS. If emergency fluoroscopy is required, the 9390 - 160 kVA UPS is recommended for the full system. One UPS per lab. **Operation**: - Since this UPS is working completely uninterrupted, a power failure is observed when no radiation is available and the display shows “No X-ray please wait”. - The Emergency power lamp (red) will light on the power display during a power failure. All stand movements are possible and the image system functions are protected against data loss. Guaranteed back up time: 10 min. - Restoring of hospital's main power supply is indicated when the generator boots again (also green Hospital power lamp lights). Full exposures are available after apx. 75 seconds. Includes UPS, battery, maintenance bypass panel, and one year on-site parts and labor coverage (24x7) by Eaton Powerware. Additional seismic brackets are required to make this system OSHPD approved.

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Customer Number: 0000004627

Date: 01/07/2025

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

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

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Contract Total: $ 1,364,757
(total does not include any Optional or Alternate components which may be selected)

Proposal valid until 02/20/2025

Estimated Delivery Date: 06/30/2025

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

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

This quote CPQ-1273724 represents a conversion of Siemens quote # CPQ-906896 Rev. 1 dated 02/02/2024, BJC HEALTH SYSTEM Purchase Order #1001905771 dated 02/02/2024, and Siemens Sales Order #30287466, from a SOMATOM X.ceed system to a SOMATOM X.ceed system as quoted herein. Pricing is as quoted herein and terms and conditions are in accordance with those included in this quotation. Any change in price from the SOMATOM X.ceed system will require a new or revised PO from BJC HEALTH SYSTEM.

This is a CONFIDENTIAL, one-time multi-modality offer which may not be shared with any third parties, buying evaluation groups or anyone not directly employed by customer. This offer is only valid if firm, non-contingent orders for quote #s CPQ-1271395, CPQ-1272516, CPQ-1273515, CPQ-1273611, CPQ-1273724, CPQ-1275488 and CPQ-1275887 are placed with Siemens by 02/20/2025. This date supersedes any other validity date indicated in the proposal.

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.

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

Accepted and Agreed to by:

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

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

By (Sign): _____

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Quote Nr:	**CPQ-1273724 Rev. 0**
Terms of Payment:	**00% Down, 80% Delivery, 20% Installation** **Free On Board: Destination**
Purchasing Agreement:	VIZIENT SUPPLY LLC VIZIENT SUPPLY LLC terms and conditions apply to Quote Nr CPQ-1273724 Customer certifies, and Siemens relies upon such certification, that : (a) VIZIENT CT - XR0676 is the sole GPO for the purchases described in this Quotation, and (b) the person signing this Quotation is fully authorized under the Customer's policies to choose and indicate for Customer such appropriate GPO.

SOMATOM X.ceed

All items listed below are included for this system:

Qty	Part No.	Item Description
1	14472495	**SOMATOM X.ceed** SOMATOM X.ceed is a high-resolution, high-speed, low-dose CT with the category-best imaging chain and innovative workflow solutions.
1	14468523	**Identifier SRS** Smart Remote Service (SRS) is a secured data link that connects your medical system to Siemens service experts. Via SRS, the performance and condition of your equipment can be monitored in real time. SRS makes a broad range of proactive and interactive services available. A VPN connection is to be provided by Customer. The Customer agrees to allow connection to Siemens' remote service diagnostic equipment to the secured telecommunications link at his own expenses. The Customer bears the cost of any technical requirements for any such connection over and beyond the actual product (e.g. establish a broadband connection).
1	14482009	**SW Base Package VB10** SureView, Workstream 4D, High Pitch Spiral 1.7, HD Fov CARE: CARE Dode 4D, Flex Dose Profile, CARE kV, CARE Child, X-CARE, ADMIRE FAST: FAST Planning, FAST Adjust, FAST ROI, GO Technologies:

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Qty	Part No.	Item Description
		- Check&GO: Metal Detecrtion, Contrast Coverage - Recon&GO: Inline Anatomical Ranges, Inline Bone Removal, Inline Vessel Ranges, Inline Spine Ranges, Inline Rib Ranges, Muti Recon - CT View&GO: Vessel Extension, Endoscopic View, Diameter/WHO Area, Lung Lesion Segmentation, ROI HU Threshold, Spine Ranges, Average - Syngo System Security *only available for Wireless and Tablet edition
1	14468422	**myExam Companion** Intelligence that works with you. myExam Companion launches the era of intelligent imaging. Using the new possibilities of digitalization, it turns data into built-in expertise. This helps technologists reduce unwarranted variations - by unlocking your modality's full potential automatically. myExam Companion guides users through any procedure, so they can interact easily and naturally with both the patient and the technology. It helps generate consistent image reconstruction jobs and standardized results. Shares expertise. myExam Companion turns data into built-in expertise and shares this with users so they can unlock the full potential of their modality. By enhancing the quality of automated support, it helps make exams easier and reduces complexity- no matter the procedure, patient, system or user. Speaks your language. myExam Companion uses clinical language and visuals that are easy to follow, which simplifies operation, even of unfamiliar modalities. It helps technologists interact easily and naturally with the patient and system, so they can focus better - both on the patient and acquiring consistent results. Helps you on your way. The proactive guidance of myExam Companion helps technologists of any skill level navigate even the most complex CT procedures with ease. To reduce unwarranted variation, it automatically optimizes acquisition and reconstruction parameters to the individual patient.
1	14468479	**syngo Expert-i** Expert-i enables the physician or technician to interact with the syngo Acquisition Workplace from virtually anywhere in your hospital.

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Qty	Part No.	Item Description
1	14472508	**Power configuration** The Power configuration bundle contains the following parts: 120 kW Generator The 120 kW power allows the X-ray generator the use of maximum power of 120 kW in fine adjustable steps. The 120 kW Generator in combination with the Vectron tube enables scanning with 70 kV up to 150 kV in 10 kV steps. High-speed 0.25 s This option provides a rotation speed of down to 0.25 sec per rotation, for outstanding image quality and very high scan speeds. Fast gantry rotation times are the prerequisite for highest temporal resolution and are therefore essential for brilliant, motion free imaging especially in cardiovascular imaging. IRS X. Power Contains IRS X. Power (Imaging Reconstruction System) for the preprocessing and reconstruction of the CT raw data. The reconstruction computer contains of a cluster of high-performance GPU boards performing the preprocessing and reconstruction of the CT data. ICS X. Power Contains ICS X. Power (Imaging Control System) including High-performance computer CPU.
1	14472514	**Multi Purpose Table** Multi Purpose Table (Vitus) with 2000 mm / 78.7'' scannable range with patient table extension. The table has a maximum table load of 340 kg / 750 lbs.
1	14468262	**Mattress for PHS 2000mm** Mattress for the comfortable positioning of the patient on the CT table.
1	14468306	**Accessory tray** Tray at the foot of the mattress to place small accessories like e.g. ECG cable.
1	14468305	**Mattress Protector short** Protection which reduces table contamination of the CT table. Using this cover allows fast, easy cleaning even of problem areas and increases the system running time of the CT.
1	14468261	**Storage Box** Additional ergonomic storage box at the side of the patient table.
1	14468638	**Infusion Holder** Infusion holder smartly attached to the end of the patient table.
1	14468006	**Foot Switch for Pat.Table control** Foot switch for patient table control

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Qty	Part No.	Item Description
1	14468007	**Table Extension** Comfortable table accessory to extend the maximum scan range.
1	14482564	**Positioning & Fixation Set** Positioning & Fixation Set including arm support, patient fixation straps and 40 cm positioning straps.
1	14472261	**Pediatric Cradle** Pediatric cradle to safely position pediatric patients.
1	14468017	**2nd Control-room Monitor** The second control room monitor enables additional visual space to support your SOMARIS 10 View&GO workflow.
1	14468302	**UPS incl. Rack** Uninterruptible power supply with battery backup. The UPS ensures the supply of power to the computer system and color monitor in the event of line voltage fluctuations and brief power failures.
1	14468009	**CARE Contrast III** CARE Contrast III speeds up clinical workflow and allows efficient and confident monitoring of patients during contrast media injection and scan start, now with the interchange of protocols including contrast media parameters (e.g., flow, concentration) calculated for the average patient. Package includes fully defined protocols including quantified parameterization of flow and concentration for the media, calculated for the average patient.
1	14468010	**iMAR** The iMAR metal artifact reduction algorithm combines three successful approaches (beam hardening correction, normalized sinogram inpainting and frequency split). This makes it possible to reduce metal artifacts caused by metal implants such as coils, metal screws and plates, dental fillings or implants. Along with the algorithm comes the simple user interface of iMAR enabling easy reconstruction of clinical images with reduced metal artifacts. iMAR can be combined with iterative reconstruction methods.
1	14482344	**Cardiac Imaging** The Cardiac Imaging Package allows for comprehensive cardiac assessment and clinical consistency in cardiac CT with ease. Optimized, fully tablet-operated scan preparation, fast scanning, and standardized results in every cardiac case enabled by the integrated GO technologies allow you to devote more time to your patient. Especially useful for users less experienced in cardiac CT procedures, the exclusive myExam Companion suggests which settings are more appropriate for every patient based on the procedure and patient characteristics and finds the optimal combination of acquisition and reconstruction parameters. By

Qty	Part No.	Item Description
		measuring heart rate and rhythm, the system automatically chooses the most appropriate phase of the heart cycle to scan and later reconstruct. ZeeFree, a detector-width-independent cardiac reconstruction feature which allows the reconstruction of ECG-gated spiral or ECG-triggered sequence data with improved border alignment of stacks originating from separate cardiac cycles or patient breathing. The Cardiac imaging package includes Physiological Measurement Module, ECG cable, Advanced radiotranslucent ECG cable extension, Cardio Spiral, Cardio Spiral Bi-Segment, Adaptive Cardio Sequence, Cardio BestPhase, Zee Free, syngo.CT CaScoring (AWP), Recon&GO - Inline CaScoring, Recon&GO - Inline Cardiac Ranges, Recon&GO - Inline Vessel Ranges (LAD, RCA, CX), View&GO - Inline Heart Isolation, View&GO - Inline Coronary Tree.
1	14482310	**Dual Energy Imaging** Holistic spectral imaging solution including both acquisition techniques: TwinSpiral Dual Energy and TwinBeam Dual Energy. By allowing you to characterize, highlight, and quantify different materials this produces rich diagnostic information that a conventional single source scan cannot deliver. It does this without dose penalty in comparison to a standard 120 kV scan, and even allows you to further minimize radiation with any of our existing dose-reduction technologies. This package also includes a comprehensive set for spectral imaging assessment: a workflow optimized data format with Recon&GO - SPP (Spectral Post-processing) and following DE Post-processing applications: - syngo.CT DE Monoenergetic Plus - syngo.CT DE Virtual Unenhanced including Iodine Maps These applications are available both as automatic results (Recon&GO Inline and Spectral Recon) and as well as interactive applications (CT View&GO and syngo.CT Dual Energy at AWP).
1	14482315	**DE Advanced Spectral Package** The DE Advanced Spectral Package includes many Dual Energy Applications like DE Direct Angio, DE Gout, DE Calculi Characterization, DE Brain Hemorrhage, DE Lung Analysis, DE Bone Marrow, DE Hard Plaque Display and DE Rho/Z.
1	14482353	**Stroke Reading** Item includes : - CT View&GO Neuro DSA - CT View&GO Stroke Layout - syngo.CT Neuro Perfusion (AWP) - Recon&GO Inline Neuro Perfusion

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Qty	Part No.	Item Description
		- Recon&GO Inline Brain Hemorrhage
1	14482581	**Neuro Acquisition** Item includes : - Flex 4D Spiral - Neuro - Flex 4D Spiral Dynamic - CTA for Head & Neck - Tiltable Head Holder
1	14482582	**4D Imaging** This package enables longer dynamic ranges with Flex 4D Spiral, useful for instance in body perfusion or dynamic angiography. Flex 4D Spiral - Body Continuously repeated bi-directional table movement during spiral acquisition enables an extended range for 4D information of the body. Requires: - Neuro Imaging Item includes : Flex 4D Spiral - Body Flex 4D Spiral - Dynamic Angio
1	14468018	**Wireless edition** Wireless Tablet and Remote Scan Control for mobile workflow.
1	14468021	**Extra tablet front** Additional wireless Tablet to enable scanner operation from both table sides without detaching the tablet from the charging docks on the gantry.
1	14468043	**Cooling System Water** Water heat exchanger for the dissipation of heat generated in the gantry to an environmentally friendly cooling water circulation system.
1	14482356	**myNeedle Companion** myNeedle Companion is a complete comprehensive solution that assists you during all kinds of 2D and 3D non-fluoroscopic and 2D fluoroscopic minimal invasive CT-guided interventions from planning the procedure over marking the incision point and angle and guiding you during the needle insertion until monitoring the needle approach. myNeedle Companion includes: - myNeedle Guide 3D including all functionality provided with myNeedle Guide 2D - myNeedle Detection - myNeedle Laser - i-Fluoro - i-Joystick - Tablet dock for patient table - X-Ray Foot Switch

Qty	Part No.	Item Description
		- Table Side Rails long
1	14472523	**Large Ceiling Monitor** The space-saving ceiling installation along with the large movement range of the ceiling support allow operating convenience when positioning the monitor. Includes 1x32" flat screen monitor Ceiling support for the accommodation and safe installation of one screen monitor in the examination room. The option supports the display of images in the examination room. Please refer to the Siemens Healthineers official Product Planning Guide regarding mounting
1	14468022	**Rear cover w/ buttons and docks** Rear gantry cover, including docks for two tablets and buttons, for additional access to the positioning of the patient from both sides of the gantry.
1	14468023	**Gantry tablet rear** Additional wireless Tablet to enable scanner operation on the rear from both table sides without detaching the tablet from the charging docks on the gantry.
1	14482302	**Patient Experience Pro** CARE 2D Camera Gantry-integrated camera for patient observation even within the gantry. CARE Breathe Intuitive color-coded breath hold count-down displayed on the front and rear part of the tunnel. Ring Moodlight Color lighting at the gantry ring.
1	14468027	**Funnel Moodlight** Funnel Moodlight Color lighting at the gantry funnel. Light up the scanner funnel with different colors to enhance well-being by creating the impression of a bigger space.
1	14468012	**Lung CAD** Simplify the integration of Lung Cancer Screening into your institution with Recon&GO and CT View&GO thanks to AI-powered algorithms: Recon&GO - Inline Lung CAD PACS-ready zero-click LungCAD (Computer Aided Detection) series. CT View&GO - Lung CAD As an all-in-one, cross-specialty viewing solution, CT View&GO

Qty	Part No.	Item Description
		provides a LungCAD tool, as computer assisted second reader solution for evaluation on the AWP.
1	PSPD250480Y3K	**Surge Protective Device (SPD)**
1	CTSDEF01	**CT Slicker** Thermoseal seams and flaps deflect fluids, reducing contaminant penetration into the cushion and table. Contaminants are retained on the tabletop or shunted to the floor. Cleanup is faster, more thorough, and contaminant build-up is reduced. Built using heavy, clear, micro matte vinyl, and top grade hook and loop fastening strips (Velcro) to better fit the specified table. Custom vinyl resists tears and minimizes radiologic interference. Latex free. Set includes CT Skirts. Shipped with main cover, a catheter bag holder, and 3 restraining belts unless otherwise noted. Includes warranty from RADSCAN Medical.
1	4SPAS014	**Low Contrast CT Phantom & Holder**
1	ACCESS_PROTECT	**Access Protection** Scan Protocols are password protected allowing only authorized staff members to access and permanently change protocols
1	CARE_DOSE4D	**CARE Dose4D** CARE Dose4D delivers the highest possible image quality at the lowest possible dose for patients - maximum detail, minimum dose. Adaptive dose modulation for up to 60% dose reduction
1	CARE_DOSE_CONFIG	**CARE Dose Configurator** CARE Dose Configurator: Enhancement of Siemens‘ renowned real-time dose modulation CARE Dose4D, introducing new reference curves for each body region and for each body habitus allowing to adjust the configuration even more precisely to the patient‘s anatomy.
1	CARE_BOLUS	**CARE Bolus** Operating mode for CM-enhancement-triggered data acquisition.
1	DICOM_SR	**DICOM SR Dose Reports** DICOM structured file allows for the extraction of dose values (CDTIvol, DLP)
1	DOSELOGS	**DoseLogs** Whenever a dose limit exceeds the established reference dose levels (Dose Notification and Dose Alert) a report is automatically created on the system, enhancing your ability to track radiation dose.
1	DOSE_ALERT	**Dose Alert** Dose Alert: Dose Alert automatically adds CTDIvol and DLP values depending on z-position (scan axis). The Dose Alert window appears, if either of these cumulative values exceeds a user-defined threshold.

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Qty	Part No.	Item Description
1	DOSE_NOTIFICATION	**Dose Notification** Dose Notification: Dose Notification provides the ability to set dose reference values (CTDIvol, DLP) for each scan range. If these reference values are exceeded the Dose Notification window informs the user.
1	NEMA_XR-29	**NEMA_XR-29 Standard** This system is in compliance with NEMA XR-29 Standard Attributes on CT Equipment Related to Dose Optimization and Management, also known as Smart Dose.
1	SURE_VIEW	**SureView** Provides exceptional image quality at any pitch setting, enabling you to scan faster because you can scan at any pitch without degrading image quality
1	UFC_DETECTOR	**UFC Detector** Ultra Fast Ceramics (UFC) technology is a unique type of scintillation technology material that quickly and efficiently transforms radiation from the X-ray tube into light signals. Its superb overall quantum efficiency and unique short afterglow enable time-critical X-ray detection at low doses and extremely fast data collection.
1	CT_STELLAR_INF	**Stellar Infinity** Siemens' second generation fully integrated detector with TrueSignal and Edge technologies. Due to the full electronic integration of the Stellar Infinity detector, electronic components (microchips, conductors, etc.) are integrated directly at the photo diode. This reduces electronic noise coming from the detector elements and thus significantly improves the signal-to-noise ratio (SNR) for optimized dose efficiency and image quality.
1	SYNGO_VRT	**syngo VRT** Advanced 3D functionality as an extension to the basic 3D viewer, containing volume rendering technique (VRT) and advanced editing functions.
1	SYNGO_BONE_REMOVAL	**syngo Bone Removal** Simple, automated bone removal functionality for the syngo 3D application. Preconfigured algorithms for angiography and hip/pelvis fracture scenarios are included to facilitate fast removal of bone structure for three dimensional presentation and analysis of CT data.
1	WORKSTREAM 4D	**Workstream4D** WorkStream 4D further enhances the already superb workflow of SOMATOM CT scanners by offering direct generation of sagittal, coronal, oblique or double-oblique reconstructed images directly from CT raw data as part of the CT protocol.
1	CT_LUNGIMAGING_X	**CT_Lungimaging_X**
1	CT_TINFILTER_X	**CT_Tinfilter_X**

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Qty	Part No.	Item Description
1	CT_UPS_X	**CT_UPS_X**
1	CT_MPT_TILT_X	**CT_MPT_Tilt_X**
1	CT_PM	**CT Project Management** A Siemens Project Manager (PM) will be the single point of contact for the implementation of your Siemen's equipment. The assigned PM will work with the customer's facilities management, architect or building contractor to assist you in ensuring that your site is ready for installation. Your PM will provide initial and final drawings and will coordinate the scheduling of the equipment, installation, and rigging, as well as the initiation of on-site clinical education.
1	CT_BTL_INSTALL	**CT Standard Rigging and Installation**
1	CT_ADDL_RIGGING	**Additional Rigging CT $13,000**
1	CT_BD_LV3	**Essential Education Level 3 (CT)** This Essential Education Bundle provides system training in a blended learning environment using training modules (typically 1 hour): - CT Clinical Education Specialist led online education consult and education planning/deployment. - Siemens PEPconnect online learning platform based education plan deployment / management. - Online protocol development and training up to 75 protocols using CT SmartSimulators. - Classroom training up to 24 hours at Siemens Training and Development Center. - Two Online CT Seamless transition workshops for education of up to 6 users per workshop using SmartSimulators. - Essential Onsite Training Part 1 - Up to 28 hours of onsite training for up to 8 users. - Essential Onsite Training Part 2 - Up to 24 hours of onsite training for up to 8 users. - Ongoing online instructor-led training subscription using SmartSimulators or Smart Remote Services for one year. This Educational offering must be completed by the later of (12) months from install end date or purchase date. If training is not completed within the applicable time period, Siemens Healthineers obligation to provide the training will expire without refund.

System Total **$ 1,364,757**

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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 Seller assume that the Seller is located in, and will use the Products in, the U.S. If not, such quotation will be void. Unless otherwise stated, the quotation shall only be valid for forty-five (45) days from the date of the quotation. Payment shall be made via check or ACH/Wire; any use of alternative payment method must be approved in advance by Seller and may include any applicable services charges.

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

3. TAXES

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

4. TERMS OF PAYMENT; DEFAULT

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

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

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

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

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

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

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

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

5. EXPORT TERMS

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

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

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

6. DELIVERY, RISK OF LOSS

6.1 Delivery Date. Delivery and installation dates will be established by mutual agreement of the parties as set forth in the Notice to Manufacture Letter issued by the Seller, as applicable or as otherwise agreed by the parties

in writing. Seller shall make reasonable efforts to meet such delivery date(s).

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

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

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

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

7. SECURITY INTEREST/FILING

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

8. CHANGES, CANCELLATION, AND RETURN

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

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

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

9. FORCE MAJEURE

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

10. WARRANTY

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

with respect to any sale or other transfer of the Products during the term of the warranty.

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

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

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

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

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

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

11. LIMITATION OF LIABILITY

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

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

12. INSTALLATION - ADDITIONAL CHARGES

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

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

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

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

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

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

13. PATENT, COPYRIGHT AND OTHER INFRINGEMENT CLAIMS

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

purchase price paid by Purchaser less reasonable depreciation for Purchaser's use of the Products. The foregoing states Seller's entire obligation and liability, and Purchaser's sole remedy, for claims of infringement.

13.2 Infringement by Purchaser. If some or all of the Products sold hereunder are made by Seller pursuant to drawings or specifications furnished by Purchaser, or if Purchaser modifies or combines, operates or uses the Products other than as specified by Seller or with any product, data, software, apparatus or program not provided or approved by Seller, then the indemnity obligation of Seller under Section 13.1 shall be null and void.

14. DESIGNS AND TRADE SECRETS; LICENSE; CONFIDENTIALITY

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

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

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

15. ASSIGNMENT

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

16. COSTS AND FEES

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

17. MODIFICATION

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

18. GOVERNING LAW; WAIVER OF JURY TRIAL

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

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

19. COST REPORTING

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

20. INTEGRATION

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

quotation, then the terms of such GPO agreement to which Purchaser is a participating member shall apply as identified, provided that in the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of any applicable GPO agreement to which Purchaser is a participating member, the terms and conditions of this Agreement shall control.

21. SEVERABILITY; HEADINGS

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

22. WAIVER

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

23. NOTICES

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

24. RIGHTS CUMULATIVE

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

25. END USER CERTIFICATION

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

26. ACCESS TO BOOKS AND RECORDS

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

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Smart Remote Services Schedule
To the Terms and Conditions of Sale

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

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

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

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

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

b. Access to Data and Use of Data. Purchaser hereby irrevocably permits Seller and its affiliates to use for their own business, product surveillance, research or development purposes (e.g. determine trends of usage products and services, improvement of products, services and software), for facilitating and advising on continued and sustained use of products and services, substantiation of aggregated product and services marketing claims and for benchmarking purposes, without restrictions in terms of time, transferability, replication, location or content: (i) Technical Data that is collected via the SRS Connection; and (ii) Smart Technical Data that is collected via the SRS Connection from the Applicable Equipment.

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

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

(i) network scanning or penetration testing shall not be performed during clinical use of the Products and should optionally be scheduled, with Seller assistance, during downtime;

(ii) the system configuration and/or IT Security controls of the Products as stated in the MDS2 and/or Security Whitepaper provided or made available by Seller at, or prior to, the time of purchase must not be modified;
(iii) if during the deployment of the Products, Vulnerabilities are identified by Purchaser, Purchaser shall align with Seller regarding the severity of the Vulnerabilities taking into account the individual Products attributes and intended operating environment and shall not refuse acceptance of the Products, if the Vulnerability is classified as 'low' by Seller using the Common Vulnerability Scoring System ("CVSS"); and
(iv) Seller's initial response to Purchaser's inquiry on a Vulnerability will be within fifteen (15) days. Seller will evaluate all Vulnerabilities using CVSS and FDA's definition of "controlled" and "uncontrolled" Vulnerabilities and will make such evaluations available to Purchaser. Seller will periodically release Patches depending on the age of the device and the Products version. If Seller determines the Vulnerability to be critical and uncontrolled, Seller will communicate this determination to Purchaser within thirty (30) days and utilize commercially reasonable efforts to have a mitigation (workaround, patch, etc.) available within sixty (60) days of Seller's determination of an uncontrolled Vulnerability. Unless otherwise specified, no patches may be loaded by Purchaser onto the Products. In the event of a Vulnerability that is reasonably determined by Purchaser to constitute an emergency (meaning that the Products must be taken out of clinical use until the Vulnerability is remedied) needing an expedited response, Seller will collaborate with Purchaser to jointly determine the most prudent action necessary in light of the circumstances.
(v) Purchaser is responsible for preventing unauthorized access to the Products licensed to Purchaser, including but not limited to changing passwords and other protective settings from their default values to individual ones. The Products shall only be connected to an enterprise network or the internet if and to the extent such a connection is authorized by Seller in the instructions for use and only when appropriate security measures (e.g., firewalls, network Purchaser authentication and/or network segmentation) are in place.
(vi) USB-storage media and other removable storage devices shall only be connected to the Products if and to the extent such connection is authorized by Seller in the instructions for use and only when the risk of a malware infection of the Products is minimized through malware scanners or other appropriate means.
(vii) The Product(s) undergoes regular development to further improve its IT Security. Seller strongly recommends that Products updates be applied as soon as they are available and that the latest Products versions are used by Purchaser. The latter might include the purchase of upgrades of hardware and additional Products by Purchaser; provided however, updates to remedy uncontrolled Vulnerabilities and/or clinical performance based on the Products Specification will be provided without additional charge. Use of Products versions that are no longer supported, and failure to apply the latest updates/upgrades may increase Purchaser's exposure to Cyberthreats.
(viii) Purchaser shall notify Seller without delay in case of suspected or actual Cyberthreats or Vulnerabilities of the Products. Disclosure by Purchaser of such information to third parties during the immediately following sixty (60) day period requires prior written consent by Seller.
(ix) In the event that Purchaser resells an item of Applicable Equipment, it shall inform Seller in writing of the name and address of the new owner and shall impose upon that new owner a corresponding obligation in case of further resale. Purchaser is not granted any right to sell or assign its right to use the Applicable Equipment without first obtaining Seller's express written consent.
(x) If Seller provides a Patch via SRS or for download, Purchaser shall promptly install the Patch in accordance with the respective installation instructions given by Seller.

e. Seller Cybersecurity Obligations. In order to protect the Products against Cyberthreats, Seller shall implement and continuously maintain a holistic, state-of-the-art security program for its IT infrastructure, including regular network scanning. In the event that Seller becomes aware of a Vulnerability that Seller does not classify as Insignificant, it shall make available Patches until EoS, until the termination of this Agreement, or up to ten (10) years following the Products delivery, whichever occurs first, provided that Purchaser's Products version is the most recent or at least the penultimate version at the given time, except in the case of third-party Products where the respective Products provider does not have a Patch available, Seller will use commercially reasonable efforts to make a mitigation available for the Vulnerability within 120 days following Seller becoming aware of such Vulnerability. In the case of third-party Products, Seller will make the Patch available to Purchaser without undue delay after such Patches are made available by Seller's

licensors and Seller performs the required testing and validating on the Products. Depending on the severity of the Vulnerability as determined by Seller (after consultation with Purchaser), Seller may elect to provide the Patch at the time and as part of upcoming routine updates. If the Applicable Equipment is connected to SRS and Purchaser enables remote distribution of the Patch via SRS, or if Patches are made available for download, the Patches shall be free of charge. However, if the Patch needs to be installed on site by Seller, Seller may charge Purchaser for the expenses (time and material) resulting from the installation. For the sake of clarity; (i) safety, uncontrolled Vulnerability and clinical performance Updates are mandatory and will be provided without additional charge to Purchaser regardless of contract status, and will be implemented by Seller regardless of who may otherwise be servicing the Products; and (ii) all other Updates are non-mandatory ("Refinement Updates") and are not performed unless requested by Purchaser and may be chargeable (e.g., travel, labor, and sometimes charges for parts) depending on Update.
NOTWITHSTANDING THE FOREGOING, SELLER ASSUMES NO LIABILITY WHATSOEVER FOR DAMAGE TO THE EXTENT SUCH DAMAGE IS CAUSED BY THE FOLLOWING:

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

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

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

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

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

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

L026-7 Revised May 2024

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

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

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

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

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

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

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

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

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Revised 03/15/05

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TRADE-IN EQUIPMENT REQUIREMENTS

TRADE-IN EQUIPMENT REQUIREMENTS

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

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

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

Purchaser further acknowledges and agrees that (i) the trade-in equipment will be free and clear of all liens and encumbrances including, but not limited to, unpaid leases and loans, and that upon request, it will execute a bill of sale or other documents reasonably satisfactory to Siemens to transfer title and ownership of the equipment to Seller, (ii) it is Purchaser's sole responsibility to delete all protected health information and any other confidential information from the equipment prior to de-installation, without damaging or cannibalizing the equipment or otherwise affecting the operation of the equipment in accordance with its specifications, (iii) any radioactive sources and other hazardous materials are removed from the equipment (iv) equipment has been wiped down and decontaminated of any blood or other potentially infectious materials (v) the equipment, including all updates, upgrades, modifications, enhancements, revisions, software, S/W disks and manuals, shall be returned to Siemens in good operating condition, reasonable wear and tear excepted, and (vi) to the extent not prohibited by applicable law, Purchaser shall indemnify and hold Seller harmless from and against any and all claims, demands, causes of action, damages, liability, costs and expenses (including reasonable attorney's fees) resulting or arising from Purchaser's failure to comply with item (i) above.

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

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CT Warranty Information

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

Post System Warranty for T&M Spare Parts[3]			
Spare Parts (excluding key components)	**Period of Warranty**	**Coverage**[5]	**Special Conditions**
Consumables	Not covered		
Spare parts	6 months	Full credit (100%) wear/failure parts only.	
Key Components	**Period of Warranty**	**Coverage**[5]	**Special Conditions**
Vectron	12 months	Up to 12 months prorated credit (wear/failure) or 160,000 scan-seconds whichever occurs first, parts only.	credit percentage = (160,000 – scan-seconds used)/160,000*100
Straton	12 months	Up to 12 months prorated credit (wear/failure) or 160,000 scan-seconds whichever occurs first, parts only.	credit percentage = (160,000 – scan-seconds used)/160,000*100
Dura 181, 202, 302, 352	12 months	Up to 12 months prorated credit (wear/failure) or 40,000 scan-seconds whichever occurs first, parts only.	credit percentage = (40,000 – scan-seconds used)/40,000*100
Dura Akron B tubes	12 months	Up to 12 months prorated credit (wear/failure) or 40,000 scan-seconds whichever occurs first, parts only.	credit percentage = (40,000 – scan-seconds used)/40,000*100
Dura Akron Q tubes	12 months	Up to 12 months prorated credit (wear/failure) or 30,000 scan-seconds whichever occurs first, parts only.	credit percentage = (30,000 – scan-seconds used)/30,000*100
Dura Akron 422 tubes	12 months	Up to 12 months prorated credit (wear/failure) or 100,000 scan-seconds whichever occurs first, parts only.	credit percentage = (100,000 – scan-seconds used)/100,000*100
Dura Akron 688 tubes	12 months	Up to 12 months prorated credit (wear/failure) or 100,000 scan-seconds whichever occurs first, parts only.	credit percentage = (100,000 – scan-seconds used)/100,000*100
Chronon tubes	12 months	Up to 12 months prorated credit	credit percentage =

		(wear/failure) or 100,000 scan-seconds whichever occurs first, parts only.	(100,000 – scan-seconds used)/100,000*100
Athlon tubes	12 months	Up to 12 months prorated credit (wear/failure) or 100,000 scan-seconds whichever occurs first, parts only.	credit percentage = (100,000 – scan-seconds used)/100,000*100

1. Period of Warranty commences from the date of first use or completion of installation, whichever occurs first. In the event the completion of installation is delayed for reasons beyond Siemens' control, the stated warranty period shall commence 60 days after delivery of equipment.
2. If a part is replaced during the 12-month system warranty, that part will be covered. However, the replaced part will not carry a separate warranty.
3. Replacement spare parts warranty commences from the date of Siemens' invoice.
4. 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.

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Customer Number: 0000004627

Date: 01/13/2025

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

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

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Contract Total: $ 2,975,640
(total does not include any Optional or Alternate components which may be selected)

Proposal valid until 02/27/2025

Estimated Delivery Date: 06/30/2025

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

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

This quote CPQ-1290462 represents a conversion of Siemens quote # 1-KDZZTY Rev. 0 dated 05/23/2018, BJC HEALTH SYSTEM Purchase Order #100975294 dated 06/26/2018, and Siemens Sales Order #30216822, from a MAGNETOM Aera system to a MAGNETOM Vida system as quoted herein. Pricing is as quoted herein and terms and conditions are in accordance with those included in this quotation. Any change in price from the MAGNETOM Aera system will require a new or revised PO from BJC HEALTH SYSTEM.

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

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

removal of existing equipment, etc.). Any noted variations identified by Siemens Project Management shall remain the responsibility of the customer and will be subject to additional fees.

Accepted and Agreed to by:

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

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

By (Sign): _____

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Quote Nr:	**CPQ-1290462 Rev. 0**
Terms of Payment:	**00% Down, 80% Delivery, 20% Installation** **Free On Board: Destination**
Purchasing Agreement:	VIZIENT SUPPLY LLC VIZIENT SUPPLY LLC terms and conditions apply to Quote Nr CPQ-1290462 Customer certifies, and Siemens relies upon such certification, that : (a) VIZIENT MRI XR0885 is the sole GPO for the purchases described in this Quotation, and (b) the person signing this Quotation is fully authorized under the Customer's policies to choose and indicate for Customer such appropriate GPO.

MAGNETOM Vida - System

All items listed below are included for this system:

Qty	Part No.	Item Description	Extended Price
1	14456200	**MAGNETOM Vida - System** MAGNETOM Vida – the first BioMatrix system – leverages the intelligent combination of Tim 4G and the Siemens unique BioMatrix technology to be ready to embrace the unique set of challenges that each and every patient brings to the MRI exam. System Design - Short and open appearance (186 cm total system length cover-to-cover and 70 cm Open Bore Design) to reduce patient anxiety and claustrophobia - Whole-body superconductive Zero Helium Boil-Off 3T magnet - Weight-optimized magnet technology based on high performance 7T magnet design - Actively Shielded water-cooled Siemens gradient system for maximum performance Evolving from Total imaging matrix, MAGNETOM Vida comprises a new technology that addresses the intrinsic biovariability in humans - BioMatrix Technology. Tim 4G (Total imaging matrix in the 4th generation) for excellent image quality and speed - Siemens unique DirectRX technology enabling all digital-in/digital-out design - Dual-Density Signal Transfer Technology	$ 1,196,000

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Qty	Part No.	Item Description	Extended Price
		Push-button exams with GO technologies Select&GO DotGO/ myExam Companion Recon&GO 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

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Qty	Part No.	Item Description	Extended Price
1	14475309	**myExam Spine Assist** myExam Spine Assist provides guided and flexible workflows for cervical, thoracic and lumbar spine. Optimized scan strategies are provided and can be selected based on the patient's condition, which allows for reproducible, high image quality and time efficient exams. The built-in flexibility allows users to change predefined strategies at any time during the spine workflow, and to personalize to the individual patient's condition and clinical need. myExam Spine Assist is customizable to the site-specific standards of care.	$ 0
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	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**	$ 1

Qty	Part No.	Item Description	Extended Price
		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	14456327	**WARP & Advanced WARP #Vi** WARP and Advanced WARP (SEMAC) integrates different techniques tailored to reduce susceptibility artifacts caused by orthopedic MR-conditional metal implants.	$ 1
1	14456237	**Advanced Cardiac incl. PSIR #Vi** This package contains special sequences and protocols for advanced cardiac imaging including 3D and 4D BEAT functionalities. It supports advanced techniques for ventricular function imaging, dynamic imaging, tissue characterization, coronary imaging, and more.	$ 1
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.	$ 0
1	14456203	**Tim [228x128] XT + TrueShape #Vi** Tim [228x128] XT-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 228 channels (coil elements) that can be connected simultaneously. Flexible parallel imaging is achieved by 128 independent receiver channels that can be used simultaneously in one single scan and in one single FOV, each generating an independent partial image. XT - gradients Max. amplitude: 104 mT/m (Actual 60 mT/m for every gradient axis) Max. slew rate: 346 T/m/s (Actual 200 T/m/s for every gradient axis)	$ 502,320

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Qty	Part No.	Item Description	Extended Price
		Min. rise time from 0 to 104 mT/m: 300 µs Note: max. amplitude and max. slew rate achieved through vector addition of all three gradient axes simultaneously, actual maximum amplitude of 60 mT/m and actual maximum slew rate of 200 T/m/s are achievable simultaneously along each axis. The force compensated gradient system minimizes vibration levels and acoustic noise while the high-performance cooling for each individual axis allows full duty cycle over long-term measurements with outstanding stability. TimTX TrueShape TimTX TrueShape is Siemens' architecture for parallel transmit (pTX) technology. High-performance measurement and reconstruction system.	
1	14456215	**Standard Coil Package, 128-ch #Vi** This package includes (if not exchanged with different variants via respective quote items): - BioMatrix Head/Neck 20 tiltable with CoilShim - BioMatrix Spine 72 with Respiratory Sensor - Body 18 - Flex Large 4 - Flex Small 4 - Flex Coil Interface	$ 95,680
1	14456328	**BioMatrix Technology #Vi** The new and unique BioMatrix technology addresses the different aspects of patient bio-variability. It is based on three technological clusters: - BioMatrix Sensors address patient physiology, in order to anticipate challenges - BioMatrix Tuners address patient anatomy, in order to adapt to all patients, especially critical ones. - BioMatrix Interfaces address user interaction with the patient, to accelerate the workflow in the face of patient variability.	$ 1
1	14470783	**BioMatrix Respiratory Sensors#Vi,So** Highly integrated BioMatrix Respiratory sensors measure the patient’s breathing cycle in head-first and feet-first orientation.	$ 0
1	14470785	**BioMatrix Beat Sensor #Vi, So** The BioMatrix Beat Sensor measures the motion of the heart and enables Cardiac triggering without the need of ECG triggering.	$ 0
1	14470792	**BioMatrix Coil Shim #Vi,So** 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	$ 0

Qty	Part No.	Item Description	Extended Price
		apparent broken spine artifacts as well as to preserve the SNR for whole-body diffusion.	
1	14456212	**BioMatrix Dock. Table w/ eDrive #Vi** The BioMatrix Dockable Table with eDrive is designed for maximum patient comfort and smooth patient preparation. The BioMatrix Dockable Table with eDrive can support up to 250 kg (550 lbs) without restricting the vertical or horizontal movement. The BioMatrix eDrive provides motorized assistance for easy maneuverability of the table.	$ 52,624
1	14470795	**BioMatrix Select & GO #Vi,So** The BioMatrix 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.	$ 0
1	14456206	**Silver & White Design #Vi** MAGNETOM Vida is available in different light and appealing design variants which perfectly integrate into different environments. The Silver &White Design Variant comprises a brilliant white front design ring with integrated unique Select&GO panels. The smoothly embracing deco area on the left side and the outer rings in the front and the back of the system is colored in brilliant silver. The table cover is presented also in the same color and material selection.	$ 0
1	14456270	**PC Keyboard US English #Vi** Standard PC keyboard with 105 keys.	$ 1
1	14456230	**High-End Computing [228x128] #Vi** Tim 4G power computing upgrade for MAGNETOM Vida with 128 receive channels. This upgrade brings a high-end image reconstruction computer to the Tim [228x128] configuration.	$ 38,272
1	14460295	**Advanced Host Computer** The Advanced Host Computer offers increased computing power and increased memory for supporting an external syngo MR Workplace (optional) and/or to give a performance boost to applications that generate and process large data sets (e.g. BOLD imaging, fMRI post-processing).	$ 9,568
1	14456238	**Peripheral Pulse Unit #Vi** Peripheral Pulse Unit for Pulse Triggering	$ 3,588
1	14460313	**Dual Monitor Package #BM** The Dual Monitor Package provides a second 24” LCD monitor for the acquisition workplace, identical to the system main host monitor. The two monitors provide space for protocol planning and exam progress on the left monitor, as well as viewing and post-processing functionalities on the right monitor. The Dot Cockpit can be used on both monitors as a floating window. This improves the	$ 7,176

Qty	Part No.	Item Description	Extended Price
		MR examination workflow by a smoother and more comfortable work space that avoids interruptions between planning, scanning, viewing and post-processing. It allows to keep running patient examinations always in sight to allow for fast interactions.	
1	14482919	**SW syngo MR XA60A** syngo MR XA60A is the new software platform, bringing the latest features and functionality for daily clinical excellence. syngo MR XA60A 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 XA60A platform offers myExam Companion which introduces a new MRI operation philosophy by providing built-in expertise and automation for users and clinical questions. myExam Companion provides different workflow modes for tailored assistance: myExam Assist and myExam Cockpit. No matter the user or patient, myExam Companion helps generate consistent, comprehensive results.	$ 0
1	14475450	**myExam Assist XL Package USA** The myExam Assist XL Package includes: - myExam Angio Assist - myExam Abdomen Assist - myExam Cardiac Assist - myExam Breast Assist The myExam Assist XL package offers a comprehensive set myExam Companions for the maximum coverage of MR examination requests. Robust image quality can be achieved efficiently and consistently in the clinical areas of Neuro, MSK, Vascular, Cardiac and Oncology. The myExam Angio Assist provides semi-automatic detection of arterial and venous timing windows using a test bolus technique. This information is feedback for next planning steps automatically adapting scan parameters to the individual patient and patient's condition. The myExam Abdomen Assist offers intuitive guidance and a high level of automation. It allows automatic sequence scaling according to physiological characteristic. The myExam Cardiac Assist uses anatomical landmarks, standard views of the heart, such as dedicated long axis and short-axis views - easily generated and reproduced.	$ 62,400

Qty	Part No.	Item Description	Extended Price
		The myExam Breast Assist provides dedicated workflows and protocols for lesion detection, implant evaluation and breast biopsy. A set of pre-defined Breast Dot Engine workflows and protocols are provided for lesion detection, implant evaluation and breast biopsy.	
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	14469015	**Turbo Suite Elite #BM** Turbo Suite Elite comprises cutting edge Compressed Sensing applications for advanced abdominal and cardio-vascular imaging with dynamic 2D and dynamic 3D applications to significantly reduce scan times, counter patient motion and expanding the patient population eligible for MRI.	$ 44,850
1	14469016	**Turbo Suite Elite Support #BM** Turbo Suite Elite Support provides Future Security for Turbo Suite Elite: - In consideration of Customer's purchase of the MAGNETOM MR scanner and simultaneous purchase of a 4 year point of sale Service Agreement with Evolve, and should such Evolve Upgrade installed during the term of the Service Agreement enable operation of dynamic Compressed Sensing options and/or Simultaneous Multi-Slice options, then Customer may choose to receive one such dynamic Compressed Sensing or Simultaneous Multi-Slice application option at no additional cost.	$ 14,950
1	14475508	**Turbo Suite Excelerate** Turbo Suite Excelerate comprises access to cutting edge acceleration techniques such as Simultaneous Multi-Slice, Compressed Sensing and Wave-CAIPI for static 2D and static 3D imaging applications in Neuro, MSK and Body MRI.	$ 43,056
1	14475529	**Deep Resolve Swift Brain as Add-on** Deep Resolve Swift Brain offers a set of highly accelerated clinical protocols for T1, T2, T2*, FLAIR and DWI contrasts for routine brain examinations. The acquisition uses, among others, a novel multi-shot EPI sequence including an image reconstruction in which Deep Learning-based algorithms are applied. The total acquisition time of all contrasts allows a drastically reduced table time for routine brain examinations including AutoAlign and the typical contrasts.	$ 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.	$ 69,000
1	14402527	**SWI #Tim** Susceptibility Weighted Imaging is a high-resolution 3D imaging	$ 11,960

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Qty	Part No.	Item Description	Extended Price
		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.	
1	14475530	**BLADE Diffusion** Diffusion-weighted imaging with the new BLADE Diffusion sequence improves imaging in challenging regions with high B0 field inhomogeneities, e.g., in the middle ear region. As a non-EPI-based acquisition technique it is well-suited for this purpose. It is possible to combine this imaging technique with GRAPPA and SMS.	$ 4,600
1	14441849	**Diffusion Tensor Imaging #T+D** Diffusion Tensor Imaging provides a Single Shot EPI sequence for measuring diffusion-weighted data sets with up to 256 directions of diffusion weighting. Based on these data sets, the diffusion tensor itself and parametric maps derived from it (e.g. fractional anisotropy) are calculated automatically and in real-time. The package supports both clinical applications regarding diseases of the white matter (e.g. multiple sclerosis, brain maturation disorders, or displacement of nerve fiber tracts through masses) and advanced research applications. Diffusion spectrum imaging (DSI), an extension of diffusion tensor imaging, is included in this package. DSI expands on the DTI acquisition capabilities by providing the ability to resolve white matter fiber crossings.	$ 11,960
1	14456233	**Neuro fMRI Package #Vi** This package combines - BOLD Imaging, - 3D PACE syngo, and - syngo.MR Neuro fMRI.	$ 27,747
1	14405316	**fMRI Trigger Converter** An optical trigger signal is available to trigger external stimulation devices in fMRI experiments. With the "fMRI Trigger Converter" this signal can be converted to an electrical signal (TTL/BNC and RS 232 interface for PC; modes: toggle or impulse).	$ 1,914
1	14416946	**Neuro Perfusion Package #T+D** The Neuro Perfusions Package helps to streamline the clinical workflow by inline post-processing in dynamic susceptibility contrast (DSC) based perfusion imaging. This makes it possible to see perfusion maps immediately. Perfusion parameter maps are based on a Local Arterial Input function. A corrected relCBV map calculation and motion correction is provided.	$ 7,176

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Qty	Part No.	Item Description	Extended Price
1	14461562	**PCASL #BM** Blood labeling technique Pseudo Continuous Arterial Spin Labeling (PCASL).	$ 1
1	14482844	**Arterial Spin Labeling 3D** ASL is a non-contrast-enhanced brain perfusion technique. A 3D volume is acquired with high SNR by using a turbo gradient spin echo technique and an ASL preparation module to achieve clinically feasible scan times. 3D ASL provides generation of relative CBF maps. For multi-TI experiments bolus arrival time maps can be generated.	$ 19,136
1	14409110	**Arterial Spin Labeling 2D** ASL is a non-contrast-enhanced brain perfusion technique. EPI sequence enhanced for ASL (Arterial Spin Labeling) with preparation module (inversion pulse, saturation pulses) and selectable prospective motion correction. Perfusion-weighted color maps and relative cerebral blood flow (relCBF) color maps are calculated with Inline technology.	$ 26,312
1	14405341	**Mapit syngo #Tim** Based on the T1, T2 or T2* properties of the cartilage syngo ParametricMap allows the early detection of osteoarthritic break down of cartilage structures even before morphological changes occur. The method supports therapeutic decisions in individual patients and can be used to control treatments non-invasively, replacing surgeries or biopsies. The assessment of T1, T2 and T2* properties of tissues in other body regions is also possible. syngo ParametricMap provides very fast 2D and 3D high-resolution imaging sequences and the Inline calculation of parametric maps for the T1, T2 and T2* properties of the imaged tissue.	$ 5,597
1	14441761	**LiverLab #T+D** LiverLab is a system guided workflow to examine the hepatic fat and iron status, as part of the Abdomen Dot Engine.	$ 21,528
1	14475473	**myExam Prostate Assist USA** The myExam Prostate Assist is using deep-learning trained algorithms to assist in planning, multiparametric prostate MR exams based on PI-RADS v2.1 recommendations and to guide the user through the examination in order to facilitate excellent image quality. Key features of the myExam Prostate Assist are: - Step-by-step user guidance. - Automatic segmentation of the prostate. - Automatic coverage and slice positioning – taking into account the individual prostate anatomy. - MR prostate imaging according to PI-RADS (Prostate Imaging, Reporting and Data System) v2.1 recommendations. - Multiparametric examination including multiplanar T2-weighted imaging, diffusion-weighted imaging and T1-weighted lymph node	$ 14,720

Qty	Part No.	Item Description	Extended Price
		imaging.	
1	14475453	**myExam Whole-Body Assist** The myExam Whole-Body Assist is a workflow solution for easy, seamless planning of multiparametric multistation exams with automated recognition of individual anatomy and consistent settings for spatial resolution, image contrast, and breath-hold capacity. - Landmark-based automatic segmentation of the anatomical regions based on FastView scan - AutoCoverage: scan range across the chest, abdomen and pelvis can be easily defined with a coverage slider - Automatic overlap of stations - Additional stations for head and leg coverage can be added using the coverage slider - Two exam strategies are available: Standard and Motion-insensitive - Core Protocol with WB T2 HASTE, WB T1 VIBE, WB DWI and whole-spine exam - Protocol can be extended with dedicated scans of the focus regions Chest, Abdomen, Pelvis with dynamic exams of the respective region - AutoBolus detection for focus region Abdomen (liver) - Supports 2D and 3D acquisitions in axial and coronal orientation - Option to repeat stations flexibly (results are integrated accordingly during composing)	$ 14,720
1	14409198	**Native syngo #Tim** Integrated software package with sequences and protocols for non-contrast-enhanced 3D MRA with high spatial resolution. syngo NATIVE particularly enables imaging of abdominal and peripheral vessels and is an alternative to MR angiography techniques with contrast medium, especially for patients with severe renal insufficiency.	$ 23,920
1	14441813	**QISS #T+D** Software package with QISS sequence, protocols and Dot AddIn for non-contrast-enhanced peripheral MRA. QISS particularly enables higher reproducibility than existing methods and is an alternative to MR angiography techniques with contrast medium, especially for patients with severe renal insufficiency.	$ 9,568
1	08464740	**Flow Quantification #Tim** Special sequences for quantitative assessment of flow i	$ 9,568
1	14446385	**MyoMaps # 3T** This package contains special sequences and protocols for inline T1 and T2 calculation at the heart. The generation of T1 and T2 parametric maps is enhanced by the use of motion correction. T1 and T2 parametric maps could be used to support assessment of cardiovascular disease.	$ 19,136
1	14456235	**Spectroscopy Package #Vi**	$ 23,920

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Qty	Part No.	Item Description	Extended Price
		This package combines the following functionalities: - Single-Voxel Spectroscopy, - 2D Chemical Shift Imaging, - 3D Chemical Shift Imaging, - syngo.MR Spectro Engine	
1	14470964	**SVS Spectral Editing** Spectral Editing extends single voxel spectroscopy (SVS) by spectral editing support. With this feature, J-coupled metabolites (e.g. gamma aminobutyric acid, GABA) can be detected with 1H MR spectroscopy. For this aim, the provided SVS_Edit sequence enables spectral editing by using spectral editing RF pulses.	$ 4,784
1	14470780	**BioMatrix Body 18 long #3T** The BioMatrix Body 18 long combines Tim 4G coil technology with a new highly flexible and lightweight design to ensure excellent image quality, high patient comfort, and unmatched flexibility. Key features are: - 18 channels - Dual Density Signal Transfer - SlideConnect Technology - Highly flexible and light-weight design - Exchangeable cable design The 18-channel design with its 18 integrated pre-amplifiers ensures excellent signal-to-noise ratio while provide extensive coverage in all directions. The single SlideConnect plug allows for fast and easy patient preparation. The new highly flexible and light-weight design provides highest patient comfort. Through the exchangeable cable design, a single coil can be used with either a standard-sized cable (95 cm length) or a longer version (165 cm length). The BM Body 18 long is shipped with a long cable. The BioMatrix Body 18 long features: - 18-element design with 18 integrated preamplifiers (3 clusters of 6 elements each) - Operates in an integrated fashion with the system’s spine coil - Can be combined with further Body 18 or BM Body 18 coils for larger coverage - Can be positioned in different orientations (0°, 90°, 180°, 270°) for patient specific adaptations - Requires no coil tuning - iPAT compatible in all directions The highly flexible design enables a wide variety of applications including: - Thorax (incl. heart) - Abdomen - Pelvis	$ 55,016

Qty	Part No.	Item Description	Extended Price
		- Hip - Vascular The BioMatrix Body 18 long is typically combined with: - BM Head/Neck 20 - BM Spine coil - Additional Body 18 coil(s) or BM Body 18 coils (optional) - Peripheral Angio 36 (optional) - Flex Large 4 - Flex Small 4 - UltraFlex Large 18 (depending on availability, optional) - UltraFlex Small 18 (depending on availability, optional) - Loop coils (optional) - Endorectal coil (optional)	
1	14469199	**Body 18 -> BioMatrix Body 18** This option exchanges the Body 18 coil from the standard coil configuration for the improved BioMatrix Body 18. Beside the same technical key benefits from the Body 18 coil, this coil has a new highly flexible and light-weight design. The BioMatrix Body 18 features: - 18-element design with 18 integrated preamplifiers (3 clusters of 6 elements each) - Operates in an integrated fashion with the system's spine coil - Can be combined with further Body 18 or BM Body 18 coils for larger coverage - Can be positioned in different orientations (0°, 90°, 180°, 270°) for patient specific adaptations - Requires no coil tuning - iPAT compatible in all directions The highly flexible design enables a wide variety of applications including: - Thorax (incl. heart) - Abdomen - Pelvis - Hip - Vascular The BioMatrix Body 18 is typically combined with: - BM Head/Neck 20 - BM Spine coil - Additional Body 18 coil(s) or BM Body 18 coils (optional) - Peripheral Angio 36 (optional) - Flex Large 4 - Flex Small 4 - UltraFlex Large 18 (depending on availability, optional) - UltraFlex Small 18 (depending on availability, optional)	$ 14,352

Qty	Part No.	Item Description	Extended Price
		- Loop coils (optional) - Endorectal coil (optional)	
1	14456221	**Shoulder Shape 16 #Vi** The Shoulder Shape 16 combines the known benefits of Tim 4G coil technology with new highly flexible materials, resulting in unmatched image quality, high patient comfort and easy handling. The Shoulder Shape 16 for examinations of the left or right shoulder consists of an iPAT-compatible 16-channel shoulder coil in a flexible shoulder cup that can be shaped around small and large shoulders. An L-shaped cushion for easy positioning of the patient is included. The 16-element coil with 16 integrated pre-amplifiers ensures maximum signal-to-noise ratio. Shoulder Shape 16 will be connected via a SlideConnect plug for fast and easy coil set-up and patient preparation.	$ 28,704
1	14418513	**Hand/Wrist 16 #Sk** The new Tim 4G coil technology with Dual Density Signal Transfer and SlideConnect Technology combines key imaging benefits: excellent image quality, high patient comfort, and unmatched flexibility. Hand/Wrist 16 for examinations of the left or right hand and wrist region consists of a base plate and an iPAT compatible 16-channel coil and allows high-resolution imaging of the wrist and the hand within one examination. Hand/Wrist 16 will be connected via a SlideConnect plug for fast and easy patient preparation.	$ 31,096
1	14456217	**Tx/Rx Knee 18 #Vi** 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	$ 38,272
1	14418514	**Foot/Ankle 16 #Sk** The new Tim 4G coil technology with Dual Density Signal Transfer and DirectConnect Technology combines key imaging benefits: excellent image quality, high patient comfort, and unmatched flexibility. Foot/Ankle 16 for examinations of the left or right foot and ankle region consists of a base plate and an iPAT compatible 16-channel coil and allows high-resolution imaging of the foot and ankle within one examination. Foot/Ankle 16 is a cable-less coil and will be connected via DirectConnect for fast and easy patient preparation.	$ 35,880
2	14418519	**Tim Coil Interface 3T** Coil adapter plug for up to 8 receive and 1 transmit channels. This adapter will be required if the following Tim coils will be used on a	$ 7,654

Qty	Part No.	Item Description	Extended Price
		compatible 3T MAGNETOM system with Tim 4G technology.	
1	14426333	**Tx/Rx CP Head Coil #Sk** Circularly polarized no-tune transmit/receive coil with an open patient-friendly design. The integrated transmit mode allows volume selective excitation. Integrated, extremely low-noise pre-amplifiers permit very high signal-to-noise ratio. Furthermore, the coil is outfit with SlideConnect Technology, allowing for easier patient preparation and less table time for the patient.	$ 43,056
1	14456220	**Head/Neck 64 w/ CoilShim #Vi** The BioMatrix Head/Neck 64 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 very open design ensures that patients will feel comfortable, while the anatomic design ensures highest signal-to noise ratio. The BioMatrix Head/Neck 64 features: - 64-element design with 64 integrated preamplifiers, 55 elements in the head region, 9 elements in the neck region. - Integrated SlideConnect and DirectConnect technology - Combined head/neck coil for an optimized workflow of the head/neck region - Upper coil part removable - Lower coil part usable without upper part for highly claustrophobic patients - Smoothly integrated into the patient table with BioMatrix Spine - Cushioned head stabilizers (removable) - No coil tuning - iPAT-compatible in all directions - Optimized for sequences using iPAT² - Dual-Density Signal Transfer enables ultrahigh density coil designs by integrating key RF components into the local coil - Rear opening for up to 128 EEG electrode leads - Detachable look-out mirror Applications: - Head examination - Neck examination - Cervical spine examination - MR Head Angiography, also time-resolved - MR Neck Angiography - Combined head / neck examination - TMJ (temporo mandibular joints)	$ 78,936
1	14469230	**Flex -> UltraFlex Upgrade #3T** This option exchanges the Flex Small & Large 4 coils incl. the Flex	$ 31,096

Qty	Part No.	Item Description	Extended Price
		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.	
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. Dimensions: 1950mm x 650mm x 650mm (height x width x depth) Weight: approx. 350kg	$ 20,800
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	$ 1,040

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Qty	Part No.	Item Description	Extended Price
		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	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	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.	$ 1,196
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).	$ 957
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_PREINST_DOCK	**T+D Preinstall kit for dockable table**	$ 572
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	$ 0

Qty	Part No.	Item Description	Extended Price
		for installation. Your PM will provide initial and final drawings and will coordinate the scheduling of the equipment, installation, and rigging, as well as the initiation of on-site clinical education.	
1	MR_GREEN_PKG	**MR Green Package** MRI Green Package Enhances environmental sustainability of equipment by reducing emissions. Eco Power Mode reduces power consumption by up to 12% with Eco Power Mode alone. Eco Gradient Mode reduces scope 2 emissions by up to 7%. System Start-Up Timer reduces scope 2 emissions in non-productive times. Zero Helium Boil-Off technology - No helium refill for a lifetime and up to 37 % reduction in helium inventory compared to the previous scanner generation. Environmental Product Declaration provides environmental relevant information of product and packaging material, operating, cleaning and disposal data as well as life cycle impact information. Results were achieved by Siemens Healthineers using both standard and optional features. There can be no ‘typical’ hospital setting (case mix, system type, etc.) and so results by users may vary with no guarantee that the same results can be achieved.	$ 0
1	NORDIC100200	**Nordic fMRI solution- Basic** The nordic fMRI Solution is an integrated set of hardware and software components that allows a single clinician to conduct an entire fMRI procedure. The nordic fMRI Solution consists of components: (1) stimulus presentation and software, (2) hardware for auditory and visual stimulus presentation, response collection, and timing synchronization. Key components: Sync and Response Unit - Optical input from Siemens scanner, 2 hand-held grips (2 buttons per grip). Synchronization of stimulus presentation with image acquisition and collection of patient responses. In Room monitor - 40”display with pedestal for positioning in the MR room. PC and 19” screen - Desktop PC for presentation of paradigms and running of music CD's and DVD's. Includes dual-link graphic output for in-room monitor. nordicAktiva - Stimulus presentation software. Includes a library of several paradigms for mapping cognitive, sensorimotor and language areas. Software components: The stimulus presentation and workflow software controls the presentation of stimuli during fMRI exams, and has been designed specifically with the clinical user in mind. It offers a collection of standard clinical paradigms, allowing physicians to test perceptual,	$ 81,900

Qty	Part No.	Item Description	Extended Price
		motor, and cognitive functions in clinical settings. Installation, on-site training and one year warranty provided by NoridcNeuroLab.	
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 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.	$ 2,704
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_ADDL_RIGGING	**Additional Rigging MR $33,600**	$ 33,600
1	MR_BNDL_ADVANCED	**MR EDU Advanced Bundle** The Advanced Essential Education Bundle is designed to welcome & support you following your new Siemens MAGNETOM system	$ 48,532

Qty	Part No.	Item Description	Extended Price
		purchase. This advanced level bundle is designed to meet the training needs of existing Siemens MAGNETOM users new to this system platform. Elements in this bundle are designed to be flexible & provide the right balance/blend of delivery methods to meet the training needs/goals set during the initial consultation. Bundled items include: • Customized Education Planning • 12-Month e-learning Subscription: Access for 10 professionals to PEPconnect (includes 50 CEUs). • Dedicated Protocol Optimization: Up to 16-hours of protocol building by an education specialist to prepare your core protocols prior to training. • FlexEd (Quantity x2): Choose one option per FlexEd: (1) Innovations Ticket w/airfare & lodging (single track only – Manager/Professionals/MRSO), (1) Virtual/Cary Classroom course for one attendee – Travel & Lodging Not Included, (1) 4 hr. Customized Workshop, or (1) remote training session (up to 12 hrs) • Onsite Initial Training: Up to 28 hours. • Onsite Follow-up Training: Up to 24 hours. • Advanced Education Support Premium (AES+): Ongoing educational support from an Advanced Clinical Education Specialist for one year, offering remote support within 24-48 hours of request during standard business hours (M-F, 8a-5p). If the required educational support cannot be provided remotely, onsite support may be offered (limited to a max of (8) hours per instance & subject to resource availability). Requires SRA setup. AES is exclusive to the system's functional location number; additional system support requires separate purchase. Exclusions apply. This educational offering must be completed (12) months from install end date. If training is not completed within the applicable time period, Siemens' obligation to provide the training will expire without refund.	
1	MR_PR_TXRX_HEAD	**TX/RX Head Coil Promo Offset**	- $ 19,136
1	MR_GREEN_PKG	**MR Green Package** MRI Green Package Enhances environmental sustainability of equipment by reducing emissions. Eco Power Mode reduces power consumption by up to 12% with Eco Power Mode alone. Eco Gradient Mode reduces scope 2 emissions by up to 7%. System Start-Up Timer reduces scope 2 emissions in non-productive times. Zero Helium Boil-Off technology - No helium refill for a lifetime and up to 37 % reduction in helium inventory compared to the previous	$ 0

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gregory.thudium@siemens-healthineers.com

Qty	Part No.	Item Description	Extended Price
		scanner generation. Environmental Product Declaration provides environmental relevant information of product and packaging material, operating, cleaning and disposal data as well as life cycle impact information. Results were achieved by Siemens Healthineers using both standard and optional features. There can be no 'typical' hospital setting (case mix, system type, etc.) and so results by users may vary with no guarantee that the same results can be achieved.	
		System Total	**$ 2,975,640**

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

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OPTIONS on Quote Nr : CPQ-1290462 Rev. 0

OPTIONS for MAGNETOM Vida - 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	HASKRISOPC 36	**Haskris OPC36 Chiller- 75kW** 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. The Haskris chiller is suitable for use in all siting conditions: normal, coastal, low-ambient, and/or OSHPD-compliant locations. Specifications Cooling Capacity: 75kW Fluid Supply Temp: 42.8°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: 115”W x 40”D x 74”H (292cm 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.	**+ $ 68,586**	_____

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Qty	Part No.	Item Description	Extended Price	Initial to Accept
1	HASKRIS_STARTUP	**Haskris Chiller Start-Up** Chiller start-up by Haskris vendor after installation of chiller and completion of paperwork.	**+ $ 0**	_____
1	14418512	**Peripheral Angio 36 #Sk** The new Tim 4G coil technology with Dual Density Signal Transfer and SlideConnect Technology combines key imaging benefits: excellent image quality, high patient comfort, and unmatched flexibility: - 36 channels - Dual Density Signal Transfer - Ultra light-weight - SlideConnect Technology The 36-channel coil includes 36 integrated pre-amplifiers for excellent signal-to-noise ratio. The single SlideConnect Plug allows for fast and easy patient preparation. The Peripheral Angio 36 features: - 36-element design with 36 integrated preamplifiers, distributed over 6 planes with 6 elements each - Operates in an integrated fashion with Body coils and with Spine coil. For Whole-Body examinations also with a Head/ Neck coil. - Automatic table feed and active coil switch - Can be utilized head and feet first - Both legs are independently covered with coil elements, maximizing the coil filling factor and the signal-to-noise ratio - No coil tuning - iPAT-compatible - Dual-Density Signal Transfer enables ultra-high density coil designs by integrating key RF components into the local coil - SlideConnect technology for easy coil set up - One cable only for easy handling - Includes special non-ferromagnetic coil cart for safe, user-friendly storage Applications: - High-resolution angiography of both legs incl. Pelvis (by additional use of a Body coil) with highest signal-to-noise ratio - Visualization of the iliac arteries and aorta in combination with Body coils - Bilateral examinations of long bones of the legs Typically combined with:	**+ $ 28,704**	_____

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Qty	Part No.	Item Description	Extended Price	Initial to Accept
		Head/ Neck coil, Body coil, Spine coil and all flexible coils such as Flex Large 4 or Flex Small 4		
1	14470766	**MR Elastography incl. HW** MR Elastography offers a diagnostic tool that allows identifying variations in liver tissue stiffness. This option includes the HW starter set for Elastography (from the 3rd party company Resoundant) and the Elastography SW.	**+ $ 111,280**	_____
1	14405316	**fMRI Trigger Converter** An optical trigger signal is available to trigger external stimulation devices in fMRI experiments. With the "fMRI Trigger Converter" this signal can be converted to an electrical signal (TTL/BNC and RS 232 interface for PC; modes: toggle or impulse).	**+ $ 1,914**	_____

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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 Seller assume that the Seller is located in, and will use the Products in, the U.S. If not, such quotation will be void. Unless otherwise stated, the quotation shall only be valid for forty-five (45) days from the date of the quotation. Payment shall be made via check or ACH/Wire; any use of alternative payment method must be approved in advance by Seller and may include any applicable services charges.

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

3. TAXES

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

4. TERMS OF PAYMENT; DEFAULT

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

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

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

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

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

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

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

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

5. EXPORT TERMS

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

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

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

6. DELIVERY, RISK OF LOSS

6.1 Delivery Date. Delivery and installation dates will be established by mutual agreement of the parties as set forth in the Notice to Manufacture Letter issued by the Seller, as applicable or as otherwise agreed by the parties

in writing. Seller shall make reasonable efforts to meet such delivery date(s).

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

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

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

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

7. SECURITY INTEREST/FILING

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

8. CHANGES, CANCELLATION, AND RETURN

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

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

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

9. FORCE MAJEURE

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

10. WARRANTY

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

with respect to any sale or other transfer of the Products during the term of the warranty.

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

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

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

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

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

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

11. LIMITATION OF LIABILITY

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

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

12. INSTALLATION - ADDITIONAL CHARGES

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

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

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

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

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

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

13. PATENT, COPYRIGHT AND OTHER INFRINGEMENT CLAIMS

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

purchase price paid by Purchaser less reasonable depreciation for Purchaser's use of the Products. The foregoing states Seller's entire obligation and liability, and Purchaser's sole remedy, for claims of infringement.

13.2 Infringement by Purchaser. If some or all of the Products sold hereunder are made by Seller pursuant to drawings or specifications furnished by Purchaser, or if Purchaser modifies or combines, operates or uses the Products other than as specified by Seller or with any product, data, software, apparatus or program not provided or approved by Seller, then the indemnity obligation of Seller under Section 13.1 shall be null and void.

14. DESIGNS AND TRADE SECRETS; LICENSE; CONFIDENTIALITY

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

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

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

15. ASSIGNMENT

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

16. COSTS AND FEES

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

17. MODIFICATION

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

18. GOVERNING LAW; WAIVER OF JURY TRIAL

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

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

19. COST REPORTING

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

20. INTEGRATION

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

quotation, then the terms of such GPO agreement to which Purchaser is a participating member shall apply as identified, provided that in the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of any applicable GPO agreement to which Purchaser is a participating member, the terms and conditions of this Agreement shall control.

21. SEVERABILITY; HEADINGS

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

22. WAIVER

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

23. NOTICES

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

24. RIGHTS CUMULATIVE

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

25. END USER CERTIFICATION

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

26. ACCESS TO BOOKS AND RECORDS

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

L026-7 Revised May 2024

Smart Remote Services Schedule
To the Terms and Conditions of Sale

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

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

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

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

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

b. Access to Data and Use of Data. Purchaser hereby irrevocably permits Seller and its affiliates to use for their own business, product surveillance, research or development purposes (e.g. determine trends of usage products and services, improvement of products, services and software), for facilitating and advising on continued and sustained use of products and services, substantiation of aggregated product and services marketing claims and for benchmarking purposes, without restrictions in terms of time, transferability, replication, location or content: (i) Technical Data that is collected via the SRS Connection; and (ii) Smart Technical Data that is collected via the SRS Connection from the Applicable Equipment.

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

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

(i) network scanning or penetration testing shall not be performed during clinical use of the Products and should optionally be scheduled, with Seller assistance, during downtime;

(ii) the system configuration and/or IT Security controls of the Products as stated in the MDS2 and/or Security Whitepaper provided or made available by Seller at, or prior to, the time of purchase must not be modified;
(iii) if during the deployment of the Products, Vulnerabilities are identified by Purchaser, Purchaser shall align with Seller regarding the severity of the Vulnerabilities taking into account the individual Products attributes and intended operating environment and shall not refuse acceptance of the Products, if the Vulnerability is classified as 'low' by Seller using the Common Vulnerability Scoring System ("CVSS"); and
(iv) Seller's initial response to Purchaser's inquiry on a Vulnerability will be within fifteen (15) days. Seller will evaluate all Vulnerabilities using CVSS and FDA's definition of "controlled" and "uncontrolled" Vulnerabilities and will make such evaluations available to Purchaser. Seller will periodically release Patches depending on the age of the device and the Products version. If Seller determines the Vulnerability to be critical and uncontrolled, Seller will communicate this determination to Purchaser within thirty (30) days and utilize commercially reasonable efforts to have a mitigation (workaround, patch, etc.) available within sixty (60) days of Seller's determination of an uncontrolled Vulnerability. Unless otherwise specified, no patches may be loaded by Purchaser onto the Products. In the event of a Vulnerability that is reasonably determined by Purchaser to constitute an emergency (meaning that the Products must be taken out of clinical use until the Vulnerability is remedied) needing an expedited response, Seller will collaborate with Purchaser to jointly determine the most prudent action necessary in light of the circumstances.
(v) Purchaser is responsible for preventing unauthorized access to the Products licensed to Purchaser, including but not limited to changing passwords and other protective settings from their default values to individual ones. The Products shall only be connected to an enterprise network or the internet if and to the extent such a connection is authorized by Seller in the instructions for use and only when appropriate security measures (e.g., firewalls, network Purchaser authentication and/or network segmentation) are in place.
(vi) USB-storage media and other removable storage devices shall only be connected to the Products if and to the extent such connection is authorized by Seller in the instructions for use and only when the risk of a malware infection of the Products is minimized through malware scanners or other appropriate means.
(vii) The Product(s) undergoes regular development to further improve its IT Security. Seller strongly recommends that Products updates be applied as soon as they are available and that the latest Products versions are used by Purchaser. The latter might include the purchase of upgrades of hardware and additional Products by Purchaser; provided however, updates to remedy uncontrolled Vulnerabilities and/or clinical performance based on the Products Specification will be provided without additional charge. Use of Products versions that are no longer supported, and failure to apply the latest updates/upgrades may increase Purchaser's exposure to Cyberthreats.
(viii) Purchaser shall notify Seller without delay in case of suspected or actual Cyberthreats or Vulnerabilities of the Products. Disclosure by Purchaser of such information to third parties during the immediately following sixty (60) day period requires prior written consent by Seller.
(ix) In the event that Purchaser resells an item of Applicable Equipment, it shall inform Seller in writing of the name and address of the new owner and shall impose upon that new owner a corresponding obligation in case of further resale. Purchaser is not granted any right to sell or assign its right to use the Applicable Equipment without first obtaining Seller's express written consent.
(x) If Seller provides a Patch via SRS or for download, Purchaser shall promptly install the Patch in accordance with the respective installation instructions given by Seller.

e. Seller Cybersecurity Obligations. In order to protect the Products against Cyberthreats, Seller shall implement and continuously maintain a holistic, state-of-the-art security program for its IT infrastructure, including regular network scanning. In the event that Seller becomes aware of a Vulnerability that Seller does not classify as Insignificant, it shall make available Patches until EoS, until the termination of this Agreement, or up to ten (10) years following the Products delivery, whichever occurs first, provided that Purchaser's Products version is the most recent or at least the penultimate version at the given time, except in the case of third-party Products where the respective Products provider does not have a Patch available, Seller will use commercially reasonable efforts to make a mitigation available for the Vulnerability within 120 days following Seller becoming aware of such Vulnerability. In the case of third-party Products, Seller will make the Patch available to Purchaser without undue delay after such Patches are made available by Seller's

licensors and Seller performs the required testing and validating on the Products. Depending on the severity of the Vulnerability as determined by Seller (after consultation with Purchaser), Seller may elect to provide the Patch at the time and as part of upcoming routine updates. If the Applicable Equipment is connected to SRS and Purchaser enables remote distribution of the Patch via SRS, or if Patches are made available for download, the Patches shall be free of charge. However, if the Patch needs to be installed on site by Seller, Seller may charge Purchaser for the expenses (time and material) resulting from the installation. For the sake of clarity; (i) safety, uncontrolled Vulnerability and clinical performance Updates are mandatory and will be provided without additional charge to Purchaser regardless of contract status, and will be implemented by Seller regardless of who may otherwise be servicing the Products; and (ii) all other Updates are non-mandatory ("Refinement Updates") and are not performed unless requested by Purchaser and may be chargeable (e.g., travel, labor, and sometimes charges for parts) depending on Update.
NOTWITHSTANDING THE FOREGOING, SELLER ASSUMES NO LIABILITY WHATSOEVER FOR DAMAGE TO THE EXTENT SUCH DAMAGE IS CAUSED BY THE FOLLOWING:

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

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

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

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

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

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

L026-7 Revised May 2024

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

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

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

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

"**Agreement**" shall mean the attached (i) Quotation for Products and/or Services including the Terms and Conditions of Sale and applicable schedules; and/or (ii) Software License Agreement describing the software licensed herein and the specific system for which the license is issued.
"**Licensor**" shall mean Siemens Medical Solutions USA, Inc.
"**Licensee**" shall mean the end-user to whom Licensor provides Software or Documentation for its internal use under the Agreement.
"**Software**" shall mean the software described in the attached Agreement, including the following as contained therein: (i) software programs consisting of a series of statements or instructions to be used directly or indirectly in a programmable controller or computer to bring about a certain result and (ii) databases consisting of systemized collections of data to be used or referenced directly or indirectly by a programmed controller or computer. Notwithstanding the foregoing, "Software" does not include "firmware" as such term is conventionally understood. Diagnostic/Maintenance Software also is not included within the scope of the Software licensed under this Schedule, and is available only as a special option under a separate Diagnostic Materials License Agreement and may be subject to a separate licensing fee.
"**Documentation**" shall mean the documents and other supporting materials which are intended to support the use of an associated product, including (but not limited to) instructions, descriptions, flow charts, logic diagrams and listings of the Software, in text or graphic form, on machine readable or printed media.
"**Designated Unit**" shall mean a single control unit or computer identified on the first page of the Agreement, on which Software licensed hereunder may be used by Licensee.
2. SCOPE: The following terms and conditions shall apply to all Software and Documentation provided by Licensor to Licensee under the Agreement (whether included with other products listed in the Agreement or listed separately in the Agreement), together with any updates or revisions thereto which Licensor may provide to Licensee, and all copies thereof, except any Software and/or Documentation licensed directly by Licensor's supplier under a separate end-user license agreement accompanying the Software or the Documentation, in which case Licensee agrees to be bound by that license agreement as a condition to using the Software and/or Documentation. Except as expressly provided herein, and provided that in no event shall the warranties or other obligations of Licensor with respect to such Software or Documentation exceed those set forth in this Schedule, this Schedule shall be subject to the liability limitations and exclusions and other terms and conditions set forth in the Agreement. **ANY USE OF THE SOFTWARE, INCLUDING BUT NOT LIMITED TO USE ON THE DESIGNATED UNIT, WILL CONSTITUTE LICENSEE'S AGREEMENT TO THIS SOFTWARE LICENSE SCHEDULE (OR RATIFICATION OF ANY PREVIOUS CONSENT).**
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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.

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

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

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

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

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TRADE-IN EQUIPMENT REQUIREMENTS

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

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

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

Purchaser further acknowledges and agrees that (i) the trade-in equipment will be free and clear of all liens and encumbrances including, but not limited to, unpaid leases and loans, and that upon request, it will execute a bill of sale or other documents reasonably satisfactory to Siemens to transfer title and ownership of the equipment to Seller, (ii) it is Purchaser's sole responsibility to delete all protected health information and any other confidential information from the equipment prior to de-installation, without damaging or cannibalizing the equipment or otherwise affecting the operation of the equipment in accordance with its specifications, (iii) any radioactive sources and other hazardous materials are removed from the equipment (iv) equipment has been wiped down and decontaminated of any blood or other potentially infectious materials (v) the equipment, including all updates, upgrades, modifications, enhancements, revisions, software, S/W disks and manuals, shall be returned to Siemens in good operating condition, reasonable wear and tear excepted, and (vi) to the extent not prohibited by applicable law, Purchaser shall indemnify and hold Seller harmless from and against any and all claims, demands, causes of action, damages, liability, costs and expenses (including reasonable attorney's fees) resulting or arising from Purchaser's failure to comply with item (i) above.

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

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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.