Application for Certificate of Need

Cape Radiology Group I LLC
Replace MRI Unit

Project #6081 HT

Submitted to
Missouri Health Facilities Review Committee

February 2024

Certificate of Need Program

EQUIPMENT REPLACEMENT APPLICATION

Applicant's Completeness Checklist and Table of Contents

Project Name: Cape Radiology Group I LLC - MRI Replacement Project No: #6081 HT

Project Description: Replacement of MRI Unit for Cape Radiology Group I LLC

Done	Page	N/A	Description
			Divider I. Application Summary:
✔	4		1. Applicant Identification and Certification (Form MO 580-1861)
✔	5		2. Representative Registration (From MO 580-1869)
✔	6		3. Proposed Project Budget (Form MO 580-1863) and detail sheet with documentation of costs.
			Divider II. Proposal Description:
✔	8		1. Provide a complete detailed project description, CON project number of the existing equipment (if prev. CON approved), and include the type/brand of both the existing equipment and the replacement equipment.
✔	9		2. Provide a listing with itemized costs of the medical equipment to be acquired and bid quotes.
✔	10		3. Provide a timeline of events for the project, from CON issuance through project completion.
			Divider III. Service Specific Criteria and Standards:
✔	11		1. Describe the financial rationale for the proposed replacement equipment.
✔	11		2. Document if the existing equipment has exceeded its useful life.
✔	11		3. Describe the effect the replacement unit would have on quality of care.
	11		4. Document if the existing equipment is in constant need of repair.
✔	11		5. Document if the lease on the current unit has expired.
✔	11		6. Describe the technological advances provided by the new unit.
✔	12		7. Describe how patient satisfaction would be improved.
✔	12		8. Describe how patient outcomes would be improved.
✔	12		9. Describe what impact the new unit would have on utilization.
✔	12		10. Describe any new capabilities that the new unit would provide.
✔	12		11. By what percent will this replacement increase patient charges.

(If replacement equipment was not previously approved, also complete Divider IV below.)

			Divider IV. Financial Feasibility Review Criteria and Standards:
		✔	1. Document that sufficient financing is available by providing a letter from a financial institution or an auditor's statement indicating that sufficient funds are available.
		✔	2. Provide Service-Specific Revenues and Expenses (Form MO 580-1865) projected through three (3) **FULL** years beyond project completion.
		✔	3. Document how patient charges are derived.
		✔	4. Document responsiveness to the needs of the medically indigent.

DIVIDER I. APPLICATION SUMMARY:

1. APPLICATION IDENTIFICATION AND CERTIFICATION FORM (FORM MO 580-1861)
See Attached Form.

2. REPRESENTATIVE REGISTRATION (FORM MO 580-1869)
See Attached Form.

3. PROPOSED PROJECT BUDGET (FORM MO 580-1863) AND DETAIL SHEET
See Attached Form.

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APPLICANT IDENTIFICATION AND CERTIFICATION

*The information provided must match the **Letter of Intent** for this project, without exception.*

1. Project Location *(Attach additional pages as necessary to identify multiple project sites.)*

Title of Proposed Project	Project Number
Cape Radiology Group I LLC - MRI Replacement	#6081 HT
Project Address *(Street/City/State/Zip Code)*	**County**
70 Doctors Park / Cape Girardeau / MO / 63703	Cape Girardeau

2. Applicant Identification *(Information must agree with previously submitted Letter of Intent.)*

List All Owner(s): *(List corporate entity.)*	Address (Street/City/State/Zip Code)	Telephone Number
Radiology Investment Group LC	70 Doctors Park / Cape Girardeau / MO / 63703	(573) 334-6071

List All Operator(s): *(List entity to be licensed or certified.)*	Address (Street/City/State/Zip Code)	Telephone Number
Cape Radiology Group I LLC	70 Doctors Park / Cape Girardeau / MO / 63703	(573) 334-6071

3. Ownership *(Check applicable category.)*

☐ Nonprofit Corporation ☐ Individual ☐ City ☐ District

☐ Partnership ☑ Corporation ☐ County ☐ Other_____

4. Certification

In submitting this project application, the applicant understands that:

(A) The review will be made as to the community need for the proposed beds or equipment in this application;
(B) In determining community need, the Missouri Health Facilities Review Committee (Committee) will consider all similar beds or equipment within the service area;
(C) The issuance of a Certificate of Need (CON) by the Committee depends on conformance with its Rules and CON statute;
(D) A CON shall be subject to forfeiture for failure to incur an expenditure on any approved project six (6) months after the date of issuance, unless obligated or extended by the Committee for an additional six (6) months:
(E) Notification will be provided to the CON Program staff if and when the project is abandoned; and
(F) A CON, if issued, may not be transferred, relocated, or modified except with the consent of the Committee.

We certify the information and date in this application as accurate to the best of our knowledge and belief by our representative's signature below:

5. Authorized Contact Person *(Attach a Contact Person Correction Form if different from the Letter of Intent.)*

Name of Contact Person		Title
Mark Gates M.D.		Managing Member
Telephone Number	**Fax Number**	**E-mail Address**
573 334 6071	573 204 0774	mlgates@caperadiology.com
Signature of Contact Person DocuSigned by: Mark Gates 8F47F96D779E431...		**Date of Signature** 1/30/2024

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REPRESENTATIVE REGISTRATION

*(A registration form must be completed for **each** project presented.)*

Project Name	Number
Cape Radiology Group I LLC - MRI Replacement	#6081 HT

(Please type or print legibly.)

Name of Representative	Title
Kathy H. Butler	Attorney at Law

Firm/Corporation/Association of Representative (may be different from below, e.g., law firm, consultant, other)	Telephone Number
Greensfelder, Hemker & Gale, P.C.	(314) 516-2661

Address (Street/City/State/Zip Code)

10 South Broadway, Suite 2000 St. Louis, Missouri 63102

Who's interests are being represented?
(If more than one, submit a separate Representative Registration Form for each.)

Name of Individual/Agency/Corporation/Organization being Represented	Telephone Number
Cape Radiology Group I LLC	(573) 334-6071

Address (Street/City/State/Zip Code)

70 Doctors Park / Cape Girardeau / MO / 63703

Check one. Do you:

- ☑ Support
- ☐ Oppose
- ☐ Neutral

Relationship to Project:

- ☐ None
- ☐ Employee
- ☑ Legal Counsel
- ☐ Consultant
- ☐ Lobbyist
- ☐ Other (explain):

Other Information:

I attest that to the best of my belief and knowledge the testimony and information presented by me is truthful, represents factual information, and is in compliance with §197.326.1 RSMo which says: *Any person who is paid either as part of his normal employment or as a lobbyist to support or oppose any project before the health facilities review committee shall register as a lobbyist pursuant to chapter 105 RSMo, and shall also register with the staff of the health facilities review committee for every project in which such person has an interest and indicate whether such person supports or opposes the named project. The registration shall also include the names and addresses of any person, firm, corporation or association that the person registering represents in relation to the named project. Any person violating the provisions of this subsection shall be subject to the penalties specified in §105.478, RSMo.*

Original Signature	Date
DocuSigned by: Kathy H Butler 459F498BAA36497...	1/30/2024

MO 580-1869 (11/01)

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PROPOSED PROJECT BUDGET

Description	Dollars
COSTS:*	*(Fill in every line, even if the amount is "$0".)*
1. New Construction Costs ***	$0
2. Renovation Costs ***	$155,000
3. Subtotal Construction Costs (#1 plus #2)	$155,000
4. Architectural/Engineering Fees	$0
5. Other Equipment (not in construction contract)	$39,775
6. Major Medical Equipment	$1,099,000
7. Land Acquisition Costs ***	$0
8. Consultants' Fees/Legal Fees ***	$0
9. Interest During Construction (net of interest earned) ***	$0
10. Other Costs ***	$120,000
11. Subtotal Non-Construction Costs (sum of #4 through #10	$1,258,775
12. Total Project Development Costs (#3 plus #11)	$1,413,775 **
FINANCING:	
13. Unrestricted Funds	$0
14. Bonds	$0
15. Loans	$1,413,775
16. Other Methods (specify)	$0
17. Total Project Financing (sum of #13 through #16)	$1,413,775 **
18. New Construction Total Square Footage	0
19. New Construction Costs Per Square Foot *****	$0
20. Renovated Space Total Square Footage	450
21. Renovated Space Costs Per Square Foot ******	$344

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

** *These amounts should be the same.*

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

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

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

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

DIVIDER II. PROPOSAL DESCRIPTION:

1. **PROVIDE A COMPLETE DETAILED PROJECT DESCRIPTION**

2. **PROVIDE A LISTING WITH ITEMIZED COSTS OF THE MEDICAL EQUIPMENT TO BE ACQUIRED AND BID QUOTES.**

3. **PROVIDE A TIMELINE OF EVENTS FOR THE PROJECT, FROM CON ISSUANCE THROUGH PROJECT COMPLETION**

Cape Radiology Group I LLC - MRI Replacement
Project # 6081-HT

Project Description

Cape Radiology Group I LLC is planning to replace their current MRI unit with a new unit in the Spring of 2024.

The CON for the current unit (Project # 3822-FS) was approved in 2006. The current unit, a Siemens Avanto 1.5T MRI, was installed in 2006 and has reached the end of its useful life. The unit to be purchased replacing the current one is a Siemens MAGNETOM Altea 1.5T Open Bore system. Total cost of the project is $1,413,775.

The project will include the purchase of a new contrast injector, some minor construction to the existing suite and the rental of a Mobile MRI unit to be used during the removal and installation of the MRI units.

The replacement unit will offer several technological advancements:

- A larger opening (70cm vs. 60cm) that will accommodate obese Claustrophobic patients.
- This updated innovative technology provides more precise and efficient set-up for each patient, reducing the time a patient spends completing an MRI study. This creates a better patient experience and makes the facility more efficient.

Cape Radiology Group I LLC - MRI Replacement
Project #6081 HT

Total Project Cost Detail

MRI PROJECT TOTALS:	
Siemens Altea MRI	$1,099,000
Bayer/Medrad Experion Contrast Injector	$39,775
Mobile MRI Rental 3 months	$120,000
Construction Cost	$155,000
Total Project Estimate:	$1,413,775

Cape Radiology Group I LLC - MRI Replacement
Project #6081 HT

Proposed Project Timeline

Action	Date/Time	Contractor
Site Visit Inspection	1/24/2024	Beacon/Siemens/Kiefner/Subs
Mobile MRI	3/25/2024-6/25/2024	Shared Medical
Old MRI Removal	4/4/2024-4/7/2024	Beacon/Kiefner/Subs
Room Construction	4/8/2024-5/17/2024	Kiefner/Subs
New MRI Delivery and Install	5/20/2024-6/6/2024	Siemens/Kiefner/Subs
Apps/Physicist Review	6/10/2024 and 6/17/2024	Siemens/Keneth Andrews
Mobile MRI Removal	6/25/2024	Shared Medical

DIVIDER III. SERVICE SPECIFIC CRITERIA AND STANDARDS:

1. DESCRIBE THE FINANCIAL RATIONAL FOR THE PROPOSED PRICE OF THE EQUIPMENT.

Cape Radiology went through a competitive bidding process with multiple vendors. The process, once completed, netted CRG a savings of approximately 25% off of the original quote.

2. DOCUMENT THAT THE EXISTING EQUIPMENT HAS EXCEEDED ITS USEFUL LIFE.

According to the industry standards, the expected useful life of an MRI unit is five years. The equipment CRG is replacing is eighteen years old.

3. DESCRIBE THE EFFECT REPLACEMENT WILL HAVE ON QUALITY OF CARE.

The proposed MRI unit will utilize the latest software and hardware that Siemens has to offer. This will increase the image quality and offer both the radiologists and the referring physicians better tools to diagnose and treat the patients in the community.

4. DOCUMENT THAT THE EXISTING EQUIPMENT IS IN CONSTANT NEED OF REPAIR.

The current MRI unit up-time percentage is acceptable for now, but the dependability of an MRI unit of this age is suspect.

5. DOCUMENT THAT THE LEASE ON THE CURRENT EQUIPMENT HAS EXPIRED.

N/A

6. DESCRIBE THE TECHNICAL ADVANCES PROVIDED BY THE NEW UNIT.

- Deep Resolve Pro Package (ELEVATE)
    - 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 i mages with higher signal to noise ratio and better image sharpness.
- Multiple upgrades coils.
    - Produces images with better detail.

- Quiet Suite #T+D
    - Quiet Suite enables complete, quiet examinations for neurology and orthopedics with at least 70% reduction in sound pressure levels.

7. DESCRIBE HOW PATIENT SATISFACTION WOULD BE IMPROVED.

Several patient satisfiers are intrinsic to the proposed new unit:

- The unit will better image obese patients.
- The unit will better accommodate claustrophobic patients.
- New software/hardware allows a 70% reduction in noise levels for neurology and orthopedic exams.
- New technology reduces the actual time a patient has to lay on the table resulting in improved patient comfort.
- Increased reliability of the new unit will ensure access and reduce the need for patient re-scheduling due to equipment downtime.

8. DESCRIBE HOW PATIENT OUTCOMES WOULD BE IMPROVED.

- Improved image quality, more accurate diagnosis.
- Larger bore opening that allows scanning on obese and claustrophobic patients with better image quality than "open" units produce.
- Increased equipment dependability ensuring access to MRI based diagnosis.

9. DESCRIBE THE EFFECT IT WOULD HAVE ON UTILIZATION.

There are no expected changes on overall utilization in relation to the completion of this project. This is a replacement unit and volumes should be comparable to current volumes.

10. DESCRIBE ANY NEW CAPABILITIES THE NEW UNIT WOULD PROVIDE.

The replacement MRI unit will perform the same basic functions as the current MRI, but with higher image quality and better patient experience. The goal of this project is to increase the image quality, patient experience and the dependability of the equipment.

11. BY WHAT PERCENT WILL THIS INCREASE PATIENT CHARGES?

The completion of this project will have no impact on patient charges.

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

SIEMENS REPRESENTATIVE
Rick Pisani
rick.pisani.ext@siemens-healthineers.com

Customer Number: 0000005030

Date: 07/03/2023

CAPE RADIOLOGY GROUP I LLC
70 DOCTORS PARK
CAPE GIRARDEAU, MO 63703

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: $ 1,099,000
(total does not include any Optional or Alternate components which may be selected)

Proposal valid until 07/14/2023

Estimated Delivery Date: 02/28/2024

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

This proposal includes the trade-in of equipment referenced in Trade Sheet Project #2017-3287.

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.

Notwithstanding anything to the contrary stated in the Terms and Conditions, this system is provided with a standard twelve (12) month warranty and an additional twelve (12) months of warranty, for a total of twenty-four (24) months of warranty.

The biomedical educational offering in this quote must be completed by the later of (12) months from purchase of training or if applicable, completion of installation. If training is not completed within the applicable time period, Siemens obligation to provide the training will expire without refund.

The biomedical education quoted herein is contingent on receipt of a signed POS contract.

This order is contingent upon CON approval from the State of Missouri. If CON approval is not granted, customer may cancel this order without penalty. Upon receipt of CON approval from the State, please notify Siemens in writing so that equipment delivery can be scheduled.

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

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

SIEMENS REPRESENTATIVE
Rick Pisani
rick.pisani.ext@siemens-healthineers.com

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.		**CAPE RADIOLOGY GROUP I LLC**	
By (sign):	Rick Pisani	By (sign):	Mark L Gates MD
Name:	Rick Pisani	Name:	Mark L. Gates
Title:	Account Executive	Title:	RIG Manager
Date:	7/13/2023	Date:	7/13/2023

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

By (Sign): _____

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

SIEMENS REPRESENTATIVE
Rick Pisani
rick.pisani.ext@siemens-healthineers.com

Quote Nr:	**CPQ-793253 Rev. 3**
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-793253 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 Altea - System

All items listed below are included for this system:

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

Qty	Part No.	Item Description
		- 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	14475308	**myExam Brain Assist** myExam Brain Assist provides guided and flexible workflows. Optimized scan strategies are provided and can be selected based on the patient's condition, which allows for reproducible, high image quality and time efficient exams. The built-in flexibility allows users to change predefined strategies at any time during the brain workflow, and to personalize to the individual patient's condition and clinical need. myExam Brain Assist is customizable to the site-specific standards of care.
1	14475309	**myExam Spine Assist** myExam Spine Assist provides guided and flexible workflows for cervical, thoracic and lumbar spine. Optimized scan strategies are provided and can be selected based on the patient's condition, which allows for reproducible, high image quality and time efficient exams. The built-in flexibility allows users to change predefined strategies at any time during the spine workflow, and to personalize to the individual patient's condition and clinical need. myExam Spine Assist is customizable to the site-specific standards of care.
1	14475310	**myExam Large Joint Assist** myExam Large Joint Assist provides guided and flexible workflows for knee, hip and shoulder. Optimized scan strategies are provided and can be selected based on the patient's condition, which allows for reproducible, high image quality and time efficient exams. The built-in flexibility allows users to change predefined strategies at any time during the scan workflow, and to personalize to the individual patient's condition and clinical need. myExam Large Joint Assist is customizable to the site-specific standards of care.
1	14482834	**myExam Brain Autopilot** myExam Brain Autopilot enables less experienced staff to scan brain MRI at high quality with just a few simple clicks. By using automation and AI, it takes away burdensome routine tasks for all technologists. Predefined automated protocols allow users to scan with no manual adjustments. A new and intuitive user interface simplifies scanning so that exams can be performed, or strategies can be changed easily. This new approach to operate MRI helps any user to generate consistent, comprehensive results. myExam Brain Autopilot is customizable to the site-specific standards of care.
1	14482835	**myExam Knee Autopilot** myExam Knee Autopilot enables less experienced staff to scan knee MRI at high

Qty	Part No.	Item Description
		quality with just a few simple clicks. By using automation and AI, it takes away burdensome routine tasks for all technologists. Predefined automated protocols allow users to scan with no manual adjustments. A new and intuitive user interface simplifies scanning so that exams can be performed, or strategies can be easily changed. This new approach to operate MRI helps any user to generate consistent, comprehensive results. myExam Knee Autopilot is customizable to the site-specific standards of care.
1	14441748	**Quiet Suite #T+D** Quiet Suite enables complete, quiet examinations for neurology and orthopedics with at least 70% reduction in sound pressure levels.
1	14460162	**Tim Whole Body Suite #Vi** Tim Whole Body Suite puts it all together. This suite enables table movement for imaging of up to 205 cm (6' 9") FoV without compromise. In combination with Tim's newly designed ultra-high density array higher spatial and temporal resolution can be achieved along with unmatched flexibility of any coverage up to Whole Body. For faster exams and greater diagnostic confidence.
1	14460227	**Tim Planning Suite #Vi** With the Tim Planning Suite, multiple regions in the entire body can be examined in a minimum of time through measurement planning on a single FoV of any desired size.
1	14456329	**syngo TimCT FastView #Vi** 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	14460160	**Advanced Diffusion #Vi** QuietX DWI and RESOLVE together make up the Advanced Diffusion package. QuietX DWI enables quieter diffusion-weighted imaging of the brain with up to 70% reduction in sound pressure relative to conventional diffusion-weighted imaging. RESOLVE (Readout Segmentation Of Long Variable Echo-trains) is a multi-shot, readout segmented EPI sequence for high-resolution, low-distortion diffusion-weighted imaging (DWI). This technique is largely insensitive to susceptibility effects, providing anatomically accurate diffusion imaging for the brain, spine, breast and prostate. In combination with syngo.MR Tractography, RESOLVE enables excellent white-matter tract imaging even in regions of high susceptibility, such as the spine.
1	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	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.
1	14475447	**syngo Expert-i XA50/XA51** This software application enables remote access to the system (connected via local area network) for planning and processing.
1	14461701	**Tim [180x32] XJ-Gradient #AI**

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Qty	Part No.	Item Description
		Tim [180x32] XJ-gradients performance level Tim 4G's RF system and innovative coil architecture enables high resolution imaging and increased throughput. The system provides a maximum number of 180 channels (coil elements) that can be connected simultaneously. Flexible parallel imaging is achieved by the standard 32 independent RF channels that can be used simultaneously in one single scan and in one single FOV, each generating an independent partial image. XJ - gradients The XJ 33/125 gradients are designed for high performance and linearity to support clinical whole body imaging at 1.5T. The XJ gradients combine 33 mT/m peak amplitude with a slew rate of 125 T/m/s. The force compensated gradient system minimizes vibration levels and acoustic noise. High-performance measurement and reconstruction system.
1	14468980	**Coil Package Tim [180x32] #1.5T** This package includes (if not exchanged with different variants via respective quote items): - Head/Neck 16 DirectConnect - BioMatrix Spine 24 - BioMatrix Body 12 - Flex Large 4 - Flex Small 4 - Flex Coil Interface
1	14468946	**BioMatrix Technology #Al,Lu** The new and unique BioMatrix technology addresses different aspects of patient bio-variability.
1	14470793	**BioMatrix Coil Shim #Al,Lu** BioMatrix CoilShim helps to reduce patient induced strongly localized B0 inhomogeneities by dedicated local shim channels.
1	14470794	**BioMatrix SliceAdjust #BM** BioMatrix SliceAdjust helps to avoid station boundaries and apparent broken spine artifacts as well as to preserve the SNR for whole-body diffusion.
1	14461702	**BioMatrix Table #Al** The BioMatrix Table is designed for smooth patient preparation, high patient comfort and easy cleanability. The unique design of the BioMatrix table can support up to 250 kg (550 lbs) without restricting the vertical or horizontal movement.
1	14470796	**BioMatrix Select & GO #Al,Lu** Select&GO The Select&GO interface enables fast and easy single-touch patient positioning. Correct positioning saves unnecessary wasted time for repositioning and additional adjustments, therefore shortening the total room time. The ergonomically designed Select&GO touch panel is integrated into the front cover on the left-hand side of the patient tunnel for controlling table movement, guidance for patient setup and comfort features. The Select&GO panel is well illuminated for easy visual recognition. The BioMatrix Select&GO interface enables fast and easy single-touch patient positioning. The interface is integrated left-hand side of the patient into the front covers. Correct positioning saves unnecessary wasted time for repositioning and additional adjustments, therefore shortening the total room time.
1	14461706	**Pure White Design #Al** MAGNETOM Altea is available in a light and appealing design which perfectly integrate into different environments. The Pure White Design comprises a brilliant white front design ring with integrated unique Select&GO panels.

Qty	Part No.	Item Description
		The table cover is presented also in the same color and material selection.
1	14456270	**PC Keyboard US English #Vi** Standard PC keyboard with 105 keys.
1	14456238	**Peripheral Pulse Unit #Vi** Peripheral Pulse Unit for Pulse Triggering
1	14482823	**SW syngo MR XA51A** syngo MR XA51A is the new software platform, bringing the latest features and functionality for daily clinical excellence. syngo MR XA51A 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 XA51A platform offers myExam Companion which introduces a new MRI operation philosophy by providing built-in expertise and automation for users and clinical questions. myExam Companion provides different workflow modes for tailored assistance: myExam Autopilot, myExam Assist and myExam Cockpit. No matter the user or patient, myExam Companion helps generate consistent, comprehensive results.
1	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.
1	14402527	**SWI #Tim** Susceptibility Weighted Imaging is a high-resolution 3D imaging technique for the brain with ultra-high sensitivity for microscopic magnetic field inhomogeneities caused by deoxygenated blood, products of blood decomposition and microscopic iron deposits. Among other things, the method allows for the highly sensitive proof of cerebral hemorrhages and the high-resolution display of venous cerebral blood vessels.
1	08464740	**Flow Quantification #Tim** Special sequences for quantitative assessment of flow i
1	14461568	**BioMatrix Body 12 long #So** The 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: - 12 channels - Dual Density Signal Transfer - Ultra light-weight - SlideConnect Technology - Exchangeable cable design (165 cm / 90 cm cable length optionally available) The 12-channel coil with its 12 integrated pre-amplifiers ensures excellent signal-to-noise ratio and extensive coverage in all directions. The single SlideConnect plug allows for fast and easy patient preparation, aided by the light-weight design to ensure highest patient comfort. The coil's extended cable allows for more flexibility in connector selection which is especially helpful if multiple flexible coils need to be combined and challenging imaging set-ups need to be supported like in therapy imaging (e.g. for combined head-neck exams). The light-weight coil ensures highest patient comfort. The BioMatrix Body 12 long coil features: - 12-element design with 12 integrated preamplifiers (3 clusters of 4 elements each) - Operates in an integrated fashion with the BioMatrix Spine 24 - Can be combined with further BioMatrix Body 12 coils for larger coverage - Can be positioned in different orientations (0°, 90°, 180°, 270°) for patient specific

Qty	Part No.	Item Description
		adaptations - 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
1	14468947	**Head/Neck 16-> BM Head/Neck 20#1.5T** This option swaps the standard Head/Neck 16 for a BioMatrix Head/Neck 20 tiltable with CoilShim. The BioMatrix Head/Neck 20 tiltable with CoilShim combines the known benefits of Tim 4G coil technology with those of the new Siemens unique BioMatrix technology, resulting in unmatched image quality, high patient comfort and easy handling. Integrated BioMatrix Tuners: The integrated CoilShim elements minimize patient induced local anatomy-specific B0 field inhomogeneity, thus ensuring excellent image quality. The unique DirectConnect technology allows users to connect the 20 coil elements of the BioMatrix Head/Neck 20 without cables. The possibility to tilt the coil in 3 different positions together with the patient friendly open design allows for maximum patient comfort. The BioMatrix Head/Neck 20 features: - 20-element design with 20 integrated preamplifiers two rings of 8 elements each and one ring with 4 elements in the neck region - First cable-less tiltable head coil with DirectConnect technology - Integrated BioMatrix Tuners: CoilShim technology offering integrated shim elements - Combined head/neck coil for an optimized workflow of the head/neck region - Upper coil part removable - Lower coil part usable without upper part - Smoothly integrated into the patient table with BioMatrix Spine 24 - Open patient-friendly design - Cushioned head stabilizers (removable) - No coil tuning - iPAT-compatible in all directions - Dual-Density Signal Transfer enables ultrahigh density coil designs by integrating key RF components into the local coil - Detachable look-out mirror Applications: - Head examination - Neck examination - MR Head Angiography - MR Neck Angiography - Combined head / neck examination - TMJ (temporo mandibular joints)
1	14469229	**Flex -> UltraFlex Upgrade #1.5T** This option exchanges the Flex Small & Large 4 coils incl. the Flex Coil Interface from the standard coil configuration for the superior UltraFlex Small & Large 18. These are two lightweight, iPAT compatible, 18-element no-tune receive coils made of highly flexible and soft material. UltraFlex Large 18 Ideal for examinations of larger extremities (e.g. medium to large shoulder, hip, knee, ankle and hand) and for abdominal examinations. Dedicated positioning aids for larger extremities are delivered with the coil.

Qty	Part No.	Item Description
		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	14456241	**Separator 60kW/75kW #Vi** The SEP (Separation cabinet) has to be used if a central hospital chilled water supply is available or if a chiller of any brand/type is already available. The SEP is the interface between the on-site water chiller (of any brand or type) or the interface to the central hospital cooling water supply. For the above-mentioned cases the SEP is mandatory! In these cases, the primary water specifications must fulfill the requirements: XJ: 45kW; water temperature: 6 - 14°C XQ: 60kW; water temperature: 6 - 14°C XT: 75kW; water temperature: 6 - 12°C For all gradient systems: Flow: 100+-10l/min; pH value 6-8; max working pressure 6 bar. Dimensions: 1950mm x 650mm x 650mm (height x width x depth) Weight: approx. 350kg
1	14460249	**UPS system #Vi** UPS system Liebert GXT5 3000IRT2UXLE for MAGNETOM Vida 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
1	14456316	**UPS Battery module (Libert GXT4 BATT)** UPS battery module Liebert GXT5 72VBATTE for MAGNETOM Aera, Skyra, Prisma, ESSENZA, Amira, Spectra, C! for safeguarding computers. Extension for: Liebert GXT5 3000IRT2UXLE (14456315) Battery type: Closed, maintenance-free Extension of the bridge time to: 21 minutes full load / 48 min half load with one module Dimensions (H x D x W): Battery module: 430 x 540 x 85 mm Weight: approx. 30 kg
1	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	14416961	**Hand/Wrist 16 #Ae** The new Tim 4G coil technology with Dual Density Signal Transfer and SlideConnect Technology combines key imaging benefits: excellent image quality, high patient comfort, and unmatched flexibility. Hand/Wrist 16 for examinations of the left or right hand and wrist region consists of a base plate and an iPAT compatible 16-channel coil and allows high-resolution imaging of the wrist and the hand within one examination. Hand/Wrist 16 will be connected via a SlideConnect plug for fast and easy patient preparation.
1	14416962	**Foot/Ankle 16 #Ae** The new Tim 4G coil technology with Dual Density Signal Transfer and DirectConnect Technology combines key imaging benefits: excellent image quality, high patient comfort, and unmatched flexibility.

Qty	Part No.	Item Description
		Foot/Ankle 16 for examinations of the left or right foot and ankle region consists of a base plate and an iPAT compatible 16-channel coil and allows high-resolution imaging of the foot and ankle within one examination. Foot/Ankle 16 is a cable-less coil and will be connected via DirectConnect for fast and easy patient preparation.
1	14482972	**Deep Resolve Pro Package (ELEVATE)** 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.
1	14483015	**High-End Computing (ELEVATE)** This upgrade brings a high-end image reconstruction computer to the Tim configuration for highly intensive computational calculations.
1	14461543	**Tx/Rx Knee 18 (ELEVATE)** 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
1	14460192	**Shoulder Shape 16 (ELEVATE)** The Shoulder Shape 16 combines the known benefits of Tim 4G coil technology with new highly flexible materials, resulting in unmatched image quality, high patient comfort and easy handling. The Shoulder Shape 16 for examinations of the left or right shoulder consists of an iPAT-compatible 16-channel shoulder coil in a flexible shoulder cup that can be shaped around small and large shoulders. An L-shaped cushion for easy positioning of the patient is included. The 16-element coil with 16 integrated pre-amplifiers ensures maximum signal-to-noise ratio. Shoulder Shape 16 will be connected via a SlideConnect plug for fast and easy coil set-up and patient preparation.
1	14470761	**2nd Select&GO (ELEVATE)** The 2nd Select&GO interface enables fast and easy single-touch patient positioning from both sides of the patient table. The interfaces are integrated left and right into the front covers. Correct positioning saves unnecessary wasted time for repositioning and additional adjustments, therefore shortening the total room time.
1	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	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).
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

Qty	Part No.	Item Description
		responsibility of the Customer.
1	MR_BTL_INSTALL	**MR Standard Rigging & Install**
1	MR_PREINST_FIXED	**T+D Preinstall kit for fixed table**
1	MR_CRYO	**Standard Cryogens**
1	MR_PM	**MR Project Management** A Siemens Project Manager (PM) will be the single point of contact for the implementation of your Siemen's equipment. The assigned PM will work with the customer's facilities management, architect or building contractor to assist you in ensuring that your site is ready for installation. Your PM will provide initial and final drawings and will coordinate the scheduling of the equipment, installation, and rigging, as well as the initiation of on-site clinical education.
1	MR_GOBRAIN	**GOBrain** GOBrain delivers reliable quality at exceptional speed. It enables clinically validated, push-button brain exams, with multiple orientations and all relevant contrasts. This fast exam is more tolerable for patients, and helps reduce motion-related artifacts and the need for rescans and sedation. As a result, GOBrain potentially doubles throughput and reduces costs per scan. Supported by our Tim 4G technology and DotGO, it delivers consistently high quality and maximizes the productivity of your MRI scanner - while improving patient care.
1	MRIMAB_100	**MRI Armboard w/ Pad**
1	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".
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 3 year limited liability warranty on all system components through MRI Med.
1	MR14460428	**ACR Phantom Holder (USA)** An MR compatible cradle device used to consistently and precisely position the American College of Radiology (ACR) MRI Accreditation phantom, for use with Siemens MAGNETOM standard Head Coil during test measurements for ACR system accreditation or QA testing

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

SIEMENS REPRESENTATIVE
Rick Pisani
rick.pisani.ext@siemens-healthineers.com

Qty	Part No.	Item Description
1	MR_GOKNEE3D	**GOKnee3D** GOKnee3D is a 10-minute, push-button examination for diagnostic imaging of the knee developed and clinically validated by the US board certified MSK radiologists at John Hopkins University Hospital. GOKnee3D exam consists of AutoAlign localizer in the knee, PD weighted contrast and T2 weighted contrast with fat suppression. The AutoAlign technology provides a push-button functionality and ensures consistency in imaging. The 3D protocols are high resolution and isotropic, enabled by SPACE sequence with CAIPIRINHA techniqueExamination time for 3T system is 10 minutes, for a 1.5T system is up to 11 minutes. All given examination times are examination only, adjustments have been excluded. When using GOKnee3D one of two software and coil combinations is required. Measurements made with GOKnee3D using the 15 channel knee coil require software version syngo MR E11C AP04 or higher. Measurements made with GOKnee3D using the 18 channel knee coil require software version syngo MR Numaris VA11A or higher.
1	MR_TRADE_IN_ALLOW	**Trade-in of a Siemens Avanto, project #2017-3287, deinstall/expires 2/28/2024, for ($62,700)**
1	MR_ADDL_RIGGING	**Additional Rigging MR - $16,588**
1	MR_EXTEND_WARRANTY	**MR 3 months Extended Warranty**
1	MR_BUND_LV2	**MR EDU Bundle - New to System or 3T/7T** This flexible Essential Education Bundle is designed to support you as an existing customer with a Siemens MAGNETOM system in your facility but may be new to system/software. This bundle of training elements launches with a Customer & Clinical Education Specialist (CES) Consultation. This CES will be your point of contact & act as a Concierge throughout your 1st year of the system's lifecycle to ensure the following: •Development of a full training plan for delivery during year 1 of system installation •Ensure all training goals/objectives are met •Full support for all your education needs with regular touchpoints throughout the year •All education sold with your system is delivered using the most appropriate method •Advice on additional education that will be valuable to you beyond year 1 The 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. Depending on the goals & experience levels of your staff, education will be delivered using a variety of methods including e-learning, in-person/virtual classroom or workshop, & onsite/live remote training. Bundled items include: •Customized Education Planning & Consultation •12-Month e-learning Subscription •Dedicated Protocol Optimization •FlexEd(x2) – Choose 1 from Classroom, Live Remote Support (12-hours), Customized Workshop (4-hours), Innovations for Imaging Education Symposium Ticket, or e-learning •Onsite Initial Training(Up to 28 Hours) •Onsite Follow-up Training(Up to 24 Hours) •Remote System Follow-Up Training(Up to 8 Hours) •Virtual Trainer(x2) – 2-hour didactic training or scanning session •Ongoing Clinical Check-ins by your Clinical Consultation Specialist 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_CEP_CONSULT	**MR Customized EDU Consultation/Planning** This remote training consultation and education planning is conducted by a Siemens Clinical Education Specialist and is to occur prior to system handover. During this session, the Education Specialist will assess training needs with the customer and

Qty	Part No.	Item Description
		integrate their fulfillment into the customization of an education plan utilizing their available education. The Education Specialist will provide an overview of the customer's education plan prior to system handover, including timelines for deliverables and the necessary pre-training which Customer staff members will need to complete for successful outcomes. This educational offering must be completed by the later of (12) months from purchase or 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_ELEVATE_2	**MR Elevate Program**
1	MR_BIOMD_TRN	**Biomedical Training- MR1MAGBAS-Principal Magnet Training-5days-Classroom $7,956** This educational offering must be completed by the later of (12) months from purchase of training or if applicable, completion of installation. If training is not completed within the applicable time period, Siemens obligation to provide the training will expire without refund.
1	MR_BIOMD_TRN	**Biomedical Training-MR@SYNGONX Syngo Numaris X Software Training-3 days-Virtual $4,774** This educational offering must be completed by the later of (12) months from purchase of training or if applicable, completion of installation. If training is not completed within the applicable time period, Siemens obligation to provide the training will expire without refund.
1	MR_BIOMD_TRN	**Biomedical Training-MR2TIM4GBM-System Training-14days-Classroom- $27,581** This educational offering must be completed by the later of (12) months from purchase of training or if applicable, completion of installation. If training is not completed within the applicable time period, Siemens obligation to provide the training will expire without refund.

System Total **$ 1,099,000**

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

SIEMENS REPRESENTATIVE
Rick Pisani
rick.pisani.ext@siemens-healthineers.com

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

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

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

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Rick Pisani
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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 constitute an integral part of any contract between Seller and Purchaser identified on the first page hereof and shall govern the sale of the products identified in such contract ("Products"). Purchaser acknowledges that this is a commercial and not a consumer transaction. Purchaser shall be deemed to have assented to, and to have waived any objection to, this Agreement upon the earliest to occur of any of the following: Purchaser's completion or execution of this Agreement; Purchaser's acceptance of all or any part of the Products; Purchaser's issuance of a purchase order for any Products identified on Seller's quotation or proposal; or delivery of the Products to the common carrier for shipment pursuant hereto.**1.2 Refurbished/Used Products.** For Products identified on this Agreement as used or refurbished Products, these Products have been previously owned and used. When delivered to Purchaser, such Products will perform in accordance with the manufacturer's specifications. Since pre-owned Products may be offered simultaneously to several customers, the availability of such Products to Purchaser cannot be guaranteed. If the Products are no longer available, Seller will use its best efforts to identify other suitable products in its inventory. If substitute products are not acceptable to Purchaser, then Seller will cancel the order and refund to Purchaser any deposits previously paid. The warranty period for any used or refurbished Products will be separately stated on the quotation. **1.3 Third Party Products.** If this Agreement includes the sale of third party products not manufactured by Seller, then Purchaser agrees and acknowledges that (a) Purchaser has made the selection of these products on its own, (b) the products are being acquired by Seller solely at the request of and for the benefit and convenience of Purchaser, (c) no representation, warranty or guarantee has been made by Seller with respect to the products, (d) the obligation of Purchaser to pay Seller for the products is absolute and unconditional, (e) use of the products may be subject to Purchaser's agreement to comply with any software licensing terms imposed by the manufacturer; and (f) unless otherwise indicated by Seller in writing, Seller is not responsible for any required installation, validation, product recall, warranty service, maintenance, complaint handling, or any other applicable FDA regulatory requirements, and the Purchaser will look solely to the manufacturer regarding these services and will assert no claim against Seller with respect to these products.

2. PRICES

2.1 Quotations. Unless otherwise agreed to in writing or set forth in the quotation, all prices quoted by Seller and amounts payable by Purchaser are in U.S. dollars, and include Seller's standard packaging. The prices quoted to Seller assume that the Seller is located in, and will use the Products in, the U.S. If not, such quotation will be void. Unless otherwise stated, the quotation shall only be valid for forty-five (45) days from the date of the quotation.**2.2 Delay in Acceptance of Delivery.** Should the agreed delivery date be postponed by Purchaser, Seller shall have the right to deliver the Products to storage at Purchaser"s risk and expense, and payments due upon delivery shall become due when Seller is ready to deliver.

3. TAXES

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

4. TERMS OF PAYMENT; DEFAULT

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

(30) days from the date of invoice. Seller shall have no obligation to complete installation until the payment due upon delivery is received. Partial shipments shall be billed as made, and payments for such shipments will be made in accordance with the foregoing payment terms.**4.2 Late Payment.** A service charge of 1½% per month, not to exceed the maximum rate allowed by law, shall be made on any portion of Purchaser"s outstanding balance which is not paid when due. Payment of such service charge shall not excuse or cure Purchaser's breach or default for late payment.**4.3 Payment of Lesser Amount.** If Purchaser pays, or Seller otherwise receives, a lesser amount than the full amount provided for under this Agreement, such payment shall not constitute or be construed other than as on account of the earliest amount due Seller. No endorsement or statement on any check or payment or elsewhere shall constitute or be construed as an accord or satisfaction. **4.4 Where Payment Due Upon Installation or Completion.** Should any terms of payment provide for either full or partial payment upon completion of installation or thereafter, and completion of installation is delayed for any reason for which Seller is not responsible beyond the installation date set forth in the Notice to Manufacture Letter issued by Seller, as applicable, then the balance of payments shall be due on the day following such installation date.**4.5 Default; Termination.** Each of the following shall constitute an event of default under this Agreement: (i) a failure by Purchaser to make any payment when due; (ii) a failure by Purchaser to perform any other obligation under this Agreement within thirty (30) days of receipt of written notice from Seller; or (iii) the commencement of any insolvency, bankruptcy or similar proceedings by or against Purchaser. Upon the occurrence of any event of default, at Seller's election: (a) the entire amount of any indebtedness and obligation due Seller under this Agreement and interest thereon shall become immediately due and payable; (b) Seller may suspend the performance of any of Seller's obligations hereunder, including, but not limited to, obligations relating to delivery, installation and warranty services; (c) Purchaser shall put Seller in possession of the Products upon demand; (d) Seller may sell or otherwise dispose of all or any part of the Products and apply the proceeds thereof against any indebtedness or obligation of Purchaser under this Agreement; (e) if this Agreement or any indebtedness or obligation of Purchaser under this Agreement is referred to an attorney for collection or realization, Purchaser shall pay to Seller all costs of collection and realization (including, without limitation, a reasonable sum for attorneys' fees); and Purchaser shall pay any deficiency remaining after collection of or realization by Seller on the Products. In addition, Seller may terminate this Agreement upon written notice to Purchaser in the event that Purchaser is not approved for credit or upon the occurrence of any material adverse change in the financial condition or business operations of Purchaser.**4.6 Financing.** Notwithstanding any arrangement that Purchaser may make for the financing of the purchase price of the Products, the parties agree that any such financing arrangement shall have no effect on the Purchaser's payment obligations under this Agreement, including but not limited to Sections 4.1 and 4.2 above.

5. EXPORT TERMS

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

6. DELIVERY, RISK OF LOSS

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

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

7. SECURITY INTEREST/FILING

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

8. CHANGES, CANCELLATION, AND RETURN

8.1 Orders accepted by Seller are not subject to change except upon Seller's written agreement.**8.2** Orders accepted by Seller are non-cancellable by Purchaser except upon Seller's written consent and payment by Purchaser of a cancellation charge equal to 10% of the price of the affected Products, plus any shipping, insurance, inspection and refurbishment charges; the cost of providing any training, education, site evaluation or other services completed by Seller; and any return, cancellation or restocking fees with respect to any Third Party Products ordered by Seller on behalf of Purchaser. Seller may retain any payments received from Purchaser up to the amount of the cancellation charge. In no event can an order be cancelled by Purchaser or Products be returned to Seller after shipment.**8.3** Seller reserves the right to change the manufacture and/or design of its Products if, in the judgment of Seller, such change does not alter the general function of the Products.

9. FORCE MAJEURE

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

10. WARRANTY

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

unless the Purchaser obtains the Seller's prior written consent with respect to any sale or other transfer of the Products during the term of the warranty.**10.2** No warranty extended by Seller shall apply to any Products which have been damaged by fire, accident, misuse, abuse, negligence, improper application or alteration or by a force majeure occurrence as described in Section 9 hereof or by the Purchaser's failure to operate the Products in accordance with the manufacturer's instructions or to maintain the recommended operating environment and line conditions; which are defective due to unauthorized attempts to repair, relocate, maintain, service, add to or modify the Products by the Purchaser or any third party or due to the attachment and/or use of non-Seller supplied parts, equipment or software without Seller's prior written approval; which failed due to causes from within non-Seller supplied equipment, parts or software including, but not limited to, problems with the Purchaser's network; or which have been damaged from the use of operating supplies or consumable parts not approved by Seller. In addition, there is no warranty coverage for any transducer or probe failure due to events such as cracking from high impact drops, cable rupture from rolling equipment over the cable, delamination from cleaning with inappropriate solutions, or TEE bite marks. Seller may effectuate any repairs at Purchaser's facility, and Purchaser shall furnish Seller safe and sufficient access for such repair. Repair or replacement may be with parts or products that are new, used or refurbished. Repairs or replacements shall not interrupt, extend or prolong the term of the warranty. Purchaser shall, upon Seller's request, return the non-complying Product or part to Seller with all transportation charges prepaid, but shall not return any Product or part to Seller without Seller's prior written authorization. Purchaser shall pay Seller its normal charges for service and parts for any inspection, repair or replacement that falls outside of Seller's warranty. Seller's warranty does not apply to consumable materials, disposables, supplies, accessories and collateral equipment, except as specifically stated in writing or as otherwise set forth in the Product Warranty.**10.3** This warranty is made on condition that immediate written notice of any noncompliance be given to Seller and Seller's inspection reveals that Purchaser"s claim is covered under the terms of the warranty (i.e., that the noncompliance is due to traceable defects in original materials and/or workmanship).**10.4** Purchaser shall provide Seller with both on-site and remote access to the Products. The remote access shall be provided through the Purchaser's network as is reasonably necessary for Seller to provide warranty services under this Agreement. Remote access will be established through a broadband internet-based connection to either a Purchaser owned or Seller provided secure end-point. The method of connection will be a Peer-to-Peer VPN IPsec tunnel (non-client based) with specific inbound and outbound port requirements.**10.5** Warranty service will be provided without charge during Seller"s regular working hours (8:30-5:00), Monday through Friday, except Seller's recognized holidays. If Purchaser requires that service be performed outside these hours, such service can be made available at an additional charge, at Seller's then current rates. The obligations of Seller described in this Section are Seller's only obligations and Purchaser's sole and exclusive remedy for a breach of product warranty.**10.6 SELLER MAKES NO WARRANTY OTHER THAN THE ONE SET FORTH HEREIN AND IN THE PRODUCT WARRANTY. SUCH WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSES, AND SUCH CONSTITUTES THE SOLE AND EXCLUSIVE WARRANTY MADE WITH RESPECT TO THE PRODUCTS, SERVICE OR OTHER ITEM FURNISHED UNDER THIS AGREEMENT.10.7** In the event of any inconsistencies between the terms of this Section 10 and the terms of the Product Warranty, the terms of the Product Warranty shall prevail.

11. LIMITATION OF LIABILITY

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

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

12. INSTALLATION - ADDITIONAL CHARGES

12.1 General. Unless otherwise expressly stipulated in writing, the Products shall be installed by and at the expense of Seller except that Seller shall not provide rigging or site preparation services unless otherwise agreed to in writing by Seller for an additional charge. Seller will not install accessory items such as cabinets, illuminators, darkroom equipment or processors for X-Ray and CT equipment, unless otherwise agreed to in writing by Seller.**12.2 Installation by Seller.** If Seller specifies it will install the Products, the following applies: subject to fulfillment of the obligations set forth in Section 12.3 below, Seller shall install the Products and connect them to the requisite safety switches and power lines to be installed by Purchaser. Except as otherwise specified below, if such installation and connection are performed by Seller‘s technical personnel, prices shown include the cost thereof, provided that the installation and connection can be performed within the Continental United States or Puerto Rico and during normal business hours. Any overtime charges or other special expenses shall be additional charges to the prices shown.**12.3 Purchaser"s Obligations.** Purchaser shall, at its expense, provide all proper and necessary labor and materials for plumbing service, carpentry work, conduit wiring, and other preparations required for such installation and connection. All such labor and materials shall be completed and available at the time of delivery of the Products by Seller. Additionally, Purchaser shall provide free access to the installation site and, if necessary, safe and secure space for storage of Products and equipment prior to installation by Seller. Purchaser shall be responsible, at its sole cost and expense, for obtaining all permits, licenses and approvals required by any federal, state or local authorities in connection with the installation and operation of the Products, including but not limited to any certificate of need and zoning variances. Purchaser shall provide a suitable environment for the Products and shall ensure that its premises are free of hazardous conditions and any concealed or dangerous conditions and that all site requirements are met. Seller shall delay its work until Purchaser has completed the removal of any hazardous materials or has taken any other precautions and completed any other work required by applicable regulations. Purchaser shall reimburse Seller for any increased costs and expenses incurred by Seller that are the result of or are caused by any such delay. In the event that Seller is requested to supervise the installation of the Products, it remains the Purchaser"s responsibility to comply with local regulations. Seller is not an architect and all drawings furnished by Seller are not construction drawings. If local labor conditions, including a requirement to use union labor, require the use of non-Seller employees to participate in the installation of the Product or otherwise causes delays or any additional expenses, then any such additional costs shall be at Purchaser’s expense. **12.4 Regulatory Reporting.** In the event that any regulatory activity is performed by anyone other than Seller’s authorized personnel, then Purchaser shall be responsible for fulfilling any and all reporting requirements.**12.5 Completion of Installation.** Installation shall be complete upon the conclusion of final calibration and checkout under Seller’s standard procedures to verify that the Products meet applicable written performance specifications. Notwithstanding the foregoing, first use of the Products by Purchaser, its agents or employees for any purpose after delivery shall constitute completion of installation.

13. PATENT, COPYRIGHT AND OTHER INFRINGEMENT CLAIMS

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

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

14. DESIGNS AND TRADE SECRETS; LICENSE; CONFIDENTIALITY

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

15. ASSIGNMENT

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

16. COSTS AND FEES

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

17. MODIFICATION

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

18. GOVERNING LAW; WAIVER OF JURY TRIAL

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

19. COST REPORTING

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

20. INTEGRATION

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

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

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

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

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

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

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

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

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

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

SIEMENS REPRESENTATIVE
Rick Pisani
rick.pisani.ext@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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Revised 03/15/05

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

SIEMENS REPRESENTATIVE
Rick Pisani
rick.pisani.ext@siemens-healthineers.com

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) the equipment, including all updates, upgrades, modifications, enhancements, revisions, software, S/W disks and manuals, shall be returned to Siemens in good operating condition, reasonable wear and tear excepted, and (iv) to the extent not prohibited by applicable law, Purchaser shall indemnify and hold Seller harmless from and against any and all claims, demands, causes of action, damages, liability, costs and expenses (including reasonable attorney's fees) resulting or arising from Purchaser's failure to comply with item (i) above.

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

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

SIEMENS REPRESENTATIVE
Rick Pisani
rick.pisani.ext@siemens-healthineers.com

MR Warranty Information

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

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

DNA Warranty Information for On-premise perpetual Applications only

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

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

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

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

Quotation

Quote No. Q-00064446

Sales Support
tel (800) 633-7231
fax (412) 406-0952
radiologysolutions.bayer.com

Issue PO to:
Bayer HealthCare LLC
1 Bayer Drive
Indianola, PA 15051

This quotation has been prepared for: CAPE RADIOLOGY GROUP CRG LLC

Issued on 3/3/2023 **Valid until** 12/15/2023 **Trade-in required** No

Your Bayer Sales Team:

Sky Pederson 7242163802, , sky.pederson@bayer.com

Quotation Overview

VIZIENT RADIOLOGY - NEW Pricing Applied

Shipment dates are subject to change as materials and components may be impacted by shortages and/or delays caused by the global pandemic.

Bayer's diagnostic imaging products, software, and equipment service help healthcare teams in radiology address their critical performance, quality, uptime, and scheduling requirements.

Please note: If pricing and terms of this [order/quote] are based upon your current Group Purchasing Organization (GPO) affiliation, any change to your current affiliation may require a new quote or updated terms and pricing.

>See Products and Services Details in this quote, or refer to your invoice, for an itemized breakdown of quoted products.

Imaging Products and Services

Product Name	Total List Price	YOUR PRICE
MRXperion - Medrad® MRXperion™ MR Injection System(s) and Related Products/Services	$59,850.00	$39,775.00
TOTAL(Local taxes, shipping and/or handling to be invoiced when applicable)	$59,850.00	**$39,775.00**

All Pricing is in U.S. Currency.

Quotation continued

Quotation prepared for: CAPE RADIOLOGY GROUP CRG LLC **Issued on** 3/3/2023 **Valid until** 12/15/2023

Products and Services Details

MRXperion - Medrad® MRXperion™ MR Injection System(s) and Related Products/Services

MRXperion™ Injector System

Item(s)	Catalog No.	Qty	Unit List Price	Contracted Price	YOUR PRICE
Medrad® MRXperion® MR Injection System	MRXP 200	1	$54,950.00	$35,750.00	$35,750.00
Installation - Medrad® MRXperion MR Injection System	INS MRXP	1	$2,400.00	$0.00	$2,400.00
Penetration panel kit - Medrad® MRXperion MR Injection System	84680761	1	$2,500.00	$1,625.00	$1,625.00

Subtotal	$39,775.00
TOTAL	**$39,775.00**
GRAND TOTAL (Local taxes, shipping and/or handling to be invoiced when applicable)	**$39,775.00**

All Pricing is in U.S. Currency.

Quotation prepared for: CAPE RADIOLOGY GROUP CRG LLC **Issued on** 3/3/2023 **Valid until** 12/15/2023

VirtualCARE Remote Support Acknowledgement

Please note, VirtualCARE® is available for most MEDRAD® Injection Systems. Please discuss any possible exclusions or capability limitations with your Sales Representative.
I acknowledge VirtualCARE® Remote support as an entitlement of our injector warranty and agree to the install at the time of the injector install.

IT Contact Name	Phone	Email
Type or write name	(000) 000-0000	Type or write email address

Customer Approver Name	Customer Approver Title
Type or write name	Type or write title

Customer Approver Signature

X

Please print and sign

Date

MM/DD/YY

☐ I would like to opt out of VirtualCARE Remote Support.

Quotation

Quote No. Q-00064446

Sales Support
tel (800) 633-7231
fax (412) 406-0952
radiologysolutions.bayer.com

Bayer HealthCare LLC
1 Bayer Drive
Indianola, PA 15051

This quotation has been prepared for: CAPE RADIOLOGY GROUP CRG LLC

Issued on 3/3/2023 **Valid until** 12/15/2023 **Trade-in required** No

Your Bayer Sales Team:

Sky Pederson 7242163802, , sky.pederson@bayer.com

If you are using this quote as a purchase order, please complete the Acceptance and Billing information below:

Acceptance and Billing

Your signature below indicates your acceptance of this Agreement, including the terms and conditions included as part of this document. Please complete the information below, along with your Purchase Order referencing Quote # Q-00064446, and email this form to Sales Support at risalessupport@bayer.com AND your Field Sales, Sky Pederson, at sky.pederson@bayer.com.

If pricing and terms of this order are based on your current Group Purchasing Organization (GPO) affiliation, any change to your current affiliation may require a new quote or updated terms and pricing. If your organization is tax exempt, please notify Sales Support at 1-800-633-7231.

Payment terms
30 days due net

Terms of Delivery
CAPE GIRARDEAU

Customer contact

Address
70 Doctors Park
Cape Girardeau, MO 63703

Billing Information
70 Doctors Park
Cape Girardeau, MO 63703

Customer Number
165047

Phone

Additional Customer Comments

PO#
Write PO number

PO Amount
Write PO amount

Customer Approver
Write customer name

Customer Approver Title
Write customer title

Billing Email Address (if applicable)
Write email address

Customer Approver Signature
X
Please print and sign

Date
MM/DD/YYYY

Bayer Product Terms and Conditions

Please click on the relevant product name below to review terms and conditions

DEVICES

Bayer Product Terms and Conditions

CRG LLC

#70 Doctors' Park
Cape Girardeau, Missouri 63703
Office (573) 334-6071
Fax (573) 334-1306

PURCHASE ORDER

P/O NUMBER: 3594

P/O DATE: 10-2-2023

ORDERED BY: Jason Mollis

ORDERED FROM:	SHIP TO:
Shared Medical Services	Cape Radiology Group I LLC 70 Doctors Park Cape Gir - Mo 63703

LINE NUMBER	DEPT. NUMBER	LOCATION NUMBER	QUANTITY ORDERED	DESCRIPTION	AMOUNT	DELIVERY DATE
1	02	01	1	Rental Agreement		
				TOTAL		

THE AGREED TERMS AND CONDITIONS OF THIS PURCHASE ORDER ARE PRINTED ABOVE AND ON THE REVERSE SIDE.

Supervisor Approval:

Administration Approval ($1,000 or more)

Comments:

White copy: Administration Yellow copy: Department Pink copy: Vendor

SHARED MEDICAL SERVICES

Leased Equipment Checklist. Please complete and return with signed contract.

Dear Valued Customer:

Thank you for choosing Shared Medical Equipment Group, LLC ("SMG") as your temporary MRI provider. Listed below are the items needed to complete this lease transaction.

In order to meet your requested delivery date, please complete the boxes below and email to Desi Alba at malba@sharedmed.com or **fax this document along with the requested items to 608-839-9408**. Original documents may be sent to the address at the bottom of the page. A countersigned contract will be returned to you.

Equipment delivery is contingent upon receipt of the following:

Documents to be signed and returned with this form:

☑ **Rental Agreement.** Following agreement initialed, signed and dated.

Additional items needed:

☑ **Tax Documents**. If you are exempt, or direct pay, from Sales tax, please provide a copy of your Tax Exemption/Direct Pay Certificate when you return this form. If a Tax Certificate is not received, you will be assessed Sales Tax on your invoices. If a W-9 form is required from SMG please request one using the email address listed above. Please indicate if your facility is:
_____ tax exempt; _____ direct pay; or ✓ taxable.

☑ If a **Purchase Order** is required for this rental, please attach or provide # here: 3594

☑ Please provide the contact information for your **Accounts Payable Department:**
Name of Contact: Melissa Jamieson

Phone Number of Contact: 573 334 6071 ext. 312

Fax Number of Contact: 573 204 0774

Please provide contact's e-mail address if you would like an electronic invoice:
Melissa@capeRadiology.com

☑ Please provide an Imaging Department contact name, email address, phone number and fax number:
Sim Mahathath Simm@capeRadiology.com 573-334-6071 ext. 121

☐ Your **Billing Address** (if different than in the following pages):

☐ **Please note the Remit to Address:**

Shared Medical Equipment Group, 209 Limestone Pass, Cottage Grove, WI 53527

☑ Please check here to acknowledge that you have agreed to provide **insurance coverage** for the equipment while it is at your facility. At your earliest convenience, please provide an insurance certificate for both liability and physical damage naming Shared Medical Equipment Group, LLC. as additional insured and loss payee before the rental period begins in accordance with Section 2.3 of the Agreement.

☐ Please check here if you would like to make your payments by ACH. Please send over an ACH authorization form and we will complete and return it to you.

MAGNETIC RESONANCE IMAGING
LEASE AGREEMENT

THIS MAGNETIC RESONANCE IMAGING LEASE AGREEMENT (the "Agreement") is by and between **SHARED MEDICAL EQUIPMENT GROUP, LLC** (hereinafter called "Lessor") and

CAPE RADIOLOGY GROUP
CAPE GIRARDEAU, MISSOURI

the name and address of which appear on the signature page hereto (hereinafter called the "Lessee").

WHEREAS, Lessee desires to participate in this Agreement pursuant to which Magnetic Resonance Imaging ("MRI") scanning equipment will be provided by Lessor; and

WHEREAS, Lessor desires to provide scanning equipment to Lessee, subject to all of the terms and conditions hereinafter set forth.

NOW, THEREFORE, the parties hereto, in consideration of the mutual promises herein contained and with the intent to be legally bound hereby, agree as follows:

ARTICLE I
EQUIPMENT: SERVICES

1.1 EQUIPMENT.

(a) See Schedule A.

(b) The System is and shall at all times be and remain the sole exclusive property of Lessor, and at all times be and remain personal property, notwithstanding that it or any part thereof may be, or hereafter become, in any manner affixed or attached to real property or any building thereon. Lessee agrees that it will furnish and record all such Lessor's, mortgagee's, landlord's or others' disclaimers, waivers or consents as may be necessary or reasonably requested by Lessor in order to give full effect to the intent of the provisions of this subsection 1.1(b).

(c) Lessor shall be responsible for transporting the System to and from the delivery location. The System shall be used at the delivery location only and Lessee shall not remove the System from said location without the written consent of Lessor.

1.2 MAINTENANCE. All Equipment maintenance shall be provided by the manufacturer of the Equipment, or equally qualified maintenance personnel. During the term of the Agreement, maintenance shall be performed during the following service hours, excluding Holidays: 1) Standard Service Coverage: Monday through Friday 8:00 a.m. to 10:00 p.m.; and 2) Hard-down Coverage: 8:00 a.m. to 8:00 p.m. including weekends and holidays at the Equipment location. Preventative Maintenance (PM) shall be performed quarterly during Service Coverage hours of 5:00 p.m. to 10:00 p.m. Monday through Friday. Costs of said maintenance shall be borne by Lessor. Lessor shall also be responsible for any necessary maintenance costs on the Trailer. **Any equipment maintenance or other service requested to be performed other than during the service hours specified herein, shall be borne by Lessee.** Lessee shall provide Lessor with all information with respect to service to be performed. Lessor shall have the authorization to choose another company for said service to ensure that all requested service is performed in accordance with the maintenance agreement provided by the manufacturer. Any costs for repairs needed to the System which result from the negligence of Lessee or its employees or assigns shall be borne by Lessee. The Equipment does not have an uptime guarantee or parts guarantee.

Lessee is responsible for recording cryogen readings on a daily basis. Lessee must report these readings to the Cryogen Administrator weekly. The readings are to be reported every Monday of each week the Equipment is In Lessee's possession. These readings shall be phoned in to (800) 500-3927 extension 1140. Lessee will be responsible for repair due to excessive cryogen loss where daily cryogen levels were not monitored and or reported to Lessor. Lessee will ensure that any shield cooler system (cold head) of magnetic resonance Equipment (including those in vans or trailers in transit) is in operation at all times and that Lessor is immediately notified otherwise at the following number (800) 500-3927 extension 1140.

ARTICLE II
RESPONSIBILITIES OF EACH PARTY

2.1 **PERSONNEL.** Lessee shall be responsible for providing all personnel necessary to operate the Equipment.

2.2 **SITE PAD.** At the inception of service and through the duration of the Agreement and any extension thereof, Lessee will be responsible for preparing the parking location suitable for use by the System (the "Site") and that the Site meets all specifications as defined under the Equipment Vendor Site Planning Guides. Lessee will also be responsible for all maintenance of the Site, including but not limited to keeping the Site free of all other vehicles, obstructions, snow, ice and debris for all periods when the System is on Lessee's premises. In no event shall Lessor be liable for any injury or damage incurred with respect to the maintenance of the Site pursuant to this section 2.2.

Should the Site not meet the guidelines of the above-mentioned Equipment Vendor Site Planning Guide, all costs associated with the exceptions to such Site Planning Guide shall be borne by Lessee. Examples of such exceptions shall include, but are not limited to, blocking or rigging to access the Site or set up trailer; use of auxiliary equipment such as crane, lift truck, or generator; extended power cable; incorrect shore power receptacle and/or leaving the tractor on the front of the trailer.

2.3 **INSURANCE.** Lessee shall be responsible, at its sole cost, for keeping the System insured against loss or damage on an inland marine form on an all risk policy including the perils of mechanical breakdown and electrical disturbances in an amount of $1,500,000. Lessee shall be responsible for all other insurance, with respect to performance and operation of personnel and the System. The policies shall name Lessor as an additional insured thereunder and as a loss payee regarding any damage to the System. Said insurance shall be in such form, policies and amounts as are consistent with industry practices and with insurers, all of which shall be satisfactory to Lessor. If Lessee fails to pay the premium on any insurance, Lessor may do so and be reimbursed by Lessee. All policies shall contain a provision whereby they cannot be canceled except after thirty (30) days' written notice to the other parties hereunder.

During the term of this Agreement, Lessor shall maintain, at its cost, Commercial General Liability insurance coverage with a carrier licensed to do business in the state where the Equipment is located in the amount of $1,000,000 per occurrence and annual aggregate.

Each party shall furnish to the other party such evidence of insurance as they may require.

2.4 **TAXES, LICENSES, ETC.** The Fee shown on Schedule A is exclusive of taxes, duties, license or other fees, etc. If the rental, use or possession of the Equipment by Lessee pursuant to this Agreement results in the imposition of any taxes, duties, license or other fees, such taxes, duties, license or other fees shall be borne by Lessee. Any sales, use, rental or similar tax computed on the bases of the Fee shall be paid with the related monthly payment. All other taxes (including but not limited to personal property taxes), duties, licenses or fees shall be paid by Lessee to the appropriate authority, or if paid by Lessor on behalf of Lessee, Lessee shall reimburse Lessor within ten (10) calendar days of receipt of Lessor's invoice therefor.

2.5 **FEDERAL, STATE, MUNICIPAL AND OTHER LOCAL APPROVALS AND PERMITS.** Lessee shall be responsible for obtaining such federal, state, municipal and other local approvals and permits as may be required to park and operate the System at the Site.

2.6 **PHYSICIST TESTING.** Should Lessee require Lessor to obtain physicist testing in order to comply with any advanced accrediting agency or federal or state regulations, such testing shall be at the sole cost of Lessee.

2.7 **MODIFICATION OR UPGRADES TO EQUIPMENT**. Occasionally, the Equipment Vendor may provide upgrades to the Equipment in the form of engineering changes or add-ons ("Compulsory Upgrades"). Compulsory Upgrades shall be made as quickly as practicable according to Equipment Vendor schedule at the expense of Lessor. Optional Upgrades ("Optional Upgrades") designed to enhance the performance of the Equipment are also sometimes offered by the Equipment Vendor. Lessor will notify Lessee of such Optional Upgrades and will make its recommendations to Lessee of such Optional Upgrades. However, Lessor is under no obligation to acquire and install such Optional Upgrades unless Lessee agrees to reimburse Lessor for the costs of the such Optional Upgrades through a mutually agreed upon increase in the Fee Schedule, or extension of the term of the Agreement.

2.8 **OTHER EXPENSES.** Lessee shall be responsible for all costs of site preparation or improvement expenses and utilities specified in the applicable Equipment Vendor Site Planning Guide. Lessee shall be responsible for all other operating expenses, including by way of example and not by way of limitation, archive media, linens, applications and administrative or medical supplies.

2.9 **ELECTRICAL POWER.** Lessee at its expense will provide for the delivery of electrical power to the System at all times while the System is on the Lessee's premises, pursuant to the Original Equipment Manufacturer's ("OEM") electrical specifications as provided in the Equipment Vendor Site Planning Guide. The Lessee shall provide the power line, a lockable disconnect box and receptacle within twenty-five (25) feet of the electrical receptacle on the System. Lessee shall promptly report any problems with power (for example, sags or surges) to Lessor. Lessee shall be responsible for any damage to the Equipment and/or System caused by power that does not meet specifications. As such, Lessor recommends that the Lessee install a line conditioner or surge protector to prevent any problems with power to the System.

2.10 **TELEPHONE AND BROADBAND CONNECTION AND NETWORK CONNECTION POINT**. The Lessee shall provide one (1) individual telephone connection, a dedicated fax compatible telephone line (if applicable) and a broadband connection with an automatic IP address assignment using Dynamic Host Control Protocol ("DHCP") and a proxy-less connection to the Internet at the Site to handle telephone, telecommunications and remote system diagnostics to and from the System. Upon System delivery, Lessee shall be responsible for working with the OEM to create and maintain a VPN tunnel between the OEM and the System using Lessee's network infrastructure and internet. Lessee shall be responsible for providing a network connection point consisting of an RJ-45 jack in a weatherproof box located near the telephone and power receptacles for the System.

Lessee shall be responsible for providing a network connection at the Site and all networking from the Site to the workstation. If the workstation is routed through Lessee's network, Lessee must provide host name and IP address to Lessor. Upon Lessee's request, Lessor will arrange for networking through the OEM at a charge of $1000.

2.11 **RECORDS.** Lessee shall be responsible for keeping proper medical records for all patients receiving services provided by this Agreement. These scans shall be the property of Lessee. Lessee shall be responsible for removing all patient information, in both electronic and paper formats, from the System prior to returning the System to Lessor at the termination of this Agreement.

2.12 **HOUSEKEEPING / MAINTENANCE.** Lessee shall be responsible for daily housekeeping activities involving the System, including but not limited to: general cleaning, floors, counters, gantry, table, coils and

pads. In addition, Lessee shall be responsible for minor maintenance on the Trailer, including but not limited to: replacement of light bulbs (which will be provided by Lessor at no cost to Lessee), replacement of filters or refilling the humidifier tank with water, or refilling the generator fuel tank with diesel fuel in the event of a power outage or shortage. Lessor shall provide Lessee with a brief in-service regarding maintenance upon the delivery of the System.

2.13 **KEY CHARGE.** All entry keys to the System shall be returned to Lessor at the termination of this Agreement. Lessee will be charged $25.00 for each key not returned.

ARTICLE III
CHARGES AND BILLING

3.1 **FEE.** See Schedule A.

3.2 **PAYMENTS.** See Schedule A.

ARTICLE IV
MISCELLANEOUS

4.1 **TERM OF AGREEMENT.** See Schedule A.

4.2 **FORCE MAJEURE.** If Lessor is rendered unable, wholly or in part, by force majeure (as hereinafter defined) to carry out its obligations under this Agreement, then it shall give to Lessee prompt written notice of the force majeure with reasonably full particulars; thereupon, the obligation of Lessor, so far as it is affected by the force majeure, shall be suspended during the continuance of the force majeure. If services are suspended, the term of the Agreement shall be extended coterminously with any period(s) services are suspended. No delay or failure of performance by Lessor under this Agreement will be considered a breach hereof if and to the extent that such delay or failure of performance is caused by force majeure.

The term force majeure shall mean an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war blockade, public riot, lightning, fire, storm, flood, explosion, governmental restraint, adverse weather conditions and any other cause whether of the kind specifically enumerated above or otherwise, which directly precludes performance hereunder and is not reasonably within the control of Lessor.

4.3 **GOVERNING LAW.** This Agreement shall be governed by, construed and interpreted in accordance with the laws of the State of Wisconsin.

4.4 **INTEGRATION; AMENDMENT.** This Agreement, together with addenda, represents the entire understanding of the parties with respect to the subject matter hereof and supersedes and merges herein all prior negotiations, understandings, agreements and representations. No amendment of this Agreement shall be binding or of any effect unless in writing duly signed by both parties to this Agreement.

4.5 **SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns except that neither party may assign this Agreement without the written consent of the other party, which consent shall not be unreasonably withheld. Notwithstanding the preceding, it is expressly understood that Lessor shall at all times be permitted to assign its rights and obligations hereunder to any one of its affiliates, or for financing purposes.

4.6 **COUNTERPARTS/SIGNATURES.** The parties hereto may execute this Agreement in any number of separate counterparts (including facsimile and pdf counterparts), each of which, when executed and delivered by the parties hereto, shall have the force and effect of an original. All such counterparts shall be deemed to constitute one and the same instrument.

4.7 **CROSS-INDEMNIFICATION.** Lessor shall indemnify and hold harmless the Lessee and its officers, agents and employees from any and all claims, demands, suits, actions, proceedings, losses, costs, damages and expenses of every kind, including reasonable attorney fees, which arise pursuant to this Agreement and may be brought or made against Lessee or its officers, agents or employees on account or bodily injury, including death, or property damage caused by the negligence of Lessor. Lessee shall indemnify and hold harmless Lessor and its officers, agents and employees from any and all claims, demands, suits, actions, proceedings, losses, costs, damages and expenses of every kind, including reasonable attorney fees, which arise pursuant to this Agreement and may be brought or made against Lessor or its officers, agents or employees on account of bodily injury, including death, or property damage caused by the negligence of Lessee. Each party shall provide prompt written notice to the other party as soon as becoming aware of any claim for which the party is entitled to indemnification and to cooperate with and authorize the indemnifying party to carry out the sole management and defense of any such claim. The indemnified party may not compromise or settle any such claim without the prior written approval of the indemnifying party, which such approval shall not be unreasonably withheld.

4.8 **LIMITATION OF LIABILITY.** Lessor shall not be responsible or liable in any circumstances for failure to provide services as a result of conditions caused by the Lessee or resulting from the Lessee's action or inaction. Further, notwithstanding anything in this Agreement to the contrary, Lessor shall not be responsible for indirect, incidental, punitive, consequential, or other special damages that the Lessee may incur or experience in connection with this Agreement or the services provided by Lessor, however caused and under whatever theory of liability, even if Lessor has been advised of the possibility of such damages. In no event shall Lessor's total aggregate liability exceed the total fees paid by Lessee to Lessor under this Agreement.

4.9 **DISPUTE RESOLUTION.** In the event that any dispute arises with regard to the performance or interpretation of any of the terms of this Agreement, or if either party claims that the other party has breached this Agreement but the other party disputes such claim, all matters in controversy shall be submitted to arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Such arbitration shall proceed in Madison, Wisconsin. The amount awarded by the arbitrators to the prevailing party shall include all attorney fees, expenses and other costs incurred by the prevailing party in connection with the said proceedings. These provisions shall not be construed to prohibit the pursuit of appropriate provisional relief in any court of competent jurisdiction pending the initiation and completion of arbitration proceedings. However, Dane County, Wisconsin shall be the sole, proper venue of any litigation, arbitration or proceeding between the parties which arises out of or in connection with this Agreement.

4.10 **NO WARRANTIES.** LESSOR IS NOT THE PRODUCER, MANUFACTURER OR DESIGNER OF THE EQUIPMENT, THEREFORE LESSOR MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE DESIGN OR CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS OR CAPACITY OR DURABILITY FOR ANY PARTICULAR PURPOSE, THE QUALITY OF THE MATERIAL OR WORKMANSHIP OF THE EQUIPMENT OR CONFORMITY OF THE EQUIPMENT TO THE PROVISIONS AND SPECIFICATIONS OF ANY PURCHASE ORDER OR ORDERS RELATING THERETO AND, AS TO LESSOR, LESSEE LEASES THE EQUIPMENT "AS IS."

4.11 **DEFAULT AND REMEDIES.**

(a) Events of Default. The occurrence of any of the following shall constitute an event of default hereunder ("Event of Default"):

(i) Default in Payments. If Lessee shall fail to pay all or any portion of any payment when and as the same shall come due and payable, whether at the due date thereof or by acceleration, or shall fail

to make any other payment required by this Agreement, and such failure shall continue for a period of thirty (30) calendar days after such date; or

(ii) Default. If Lessee shall breach or shall be in default under any of the terms and conditions of this Agreement and such breach or default shall not be cured within fifteen (15) calendar days after receipt of notice with respect thereto from Lessor; or

(iii) Bankruptcy, Insolvency, Etc. If Lessee is subjected to any proceeding under the Bankruptcy Act or is insolvent or if any substantial part of Lessee's property is subjected to any levy, seizure, assignment, application or sale for or by any creditor or government agency; or

(iv) Licenses. If any license or other required government approval of Lessee is at any time suspended, terminated, revoked or limited in any manner which has a material adverse effect on the use of the Equipment.

(b) Remedies. If any Event of Default shall occur and be continuing, Lessor may, at its option, exercise any one or more of the following rights and remedies:

(i) Terminate this Agreement; or

(ii) Accelerate and declare to be immediately payable the entire balance of all payments and all other amounts due and owing under this Agreement plus the sum of all payments and other amounts to become payable during the balance of the term of this Agreement; or

(iii) Directly or by its agent, and without notice or liability or legal process, enter upon any premises where the Equipment may be located, take possession of and remove the Equipment (any damages occasioned by such taking of possession and removal being waived by Lessee); or

(iv) Take any action at law or in equity to collect any or all amounts then due and thereafter to become due under this Agreement, or to enforce performance and observance of any obligation, agreement or covenant of Lessee under this Agreement.

4.12 SYSTEM CONDITION UPON RETURN. The System shall be returned to Lessor at the termination of this Agreement, at Lessor's expense, in the same condition as when delivered to Lessee, normal wear and tear excepted. If Lessee does not complete repairs which resulted from the negligence of Lessee or its employees or assigns (as noted in Section 1.2 of this Agreement) prior to return of the System, Lessee authorizes Lessor to perform or obtain such services and agrees to reimburse Lessor for the costs of such repairs or maintenance.

Should Lessee require a wipe/deletion of any Protected Health Information ("PHI") from the Equipment, Lessee shall notify Lessor no later than five (5) business days prior to the end of the term of the Agreement. The cost of such deletion services shall be $5,544.00 and Lessee shall issue a purchase order to Lessor for such amount. Upon completion of the wipe/deletion, Lessor shall provide Lessee with a certificate of completion from the OEM certifying that the Equipment has been irreversibly erased of all software and data, including PHI.

4.13 EXPENSES. The non-prevailing party shall pay the prevailing party all costs and expenses, including attorneys' fees, the fees of the collection agencies, and other expenses incurred by the prevailing party in enforcing any of the terms, conditions or provisions hereof.

4.14 STAFF ORIENTATION CHECKLIST AND INVENTORY CHECKLIST. Lessee shall be responsible for having appropriate personnel present at time of Equipment delivery to complete the Staff Orientation Checklist (attached hereto as Exhibit B) and the Inventory Checklist (attached hereto as Exhibit C)

with Lessor. Lessee must have appropriate personnel sign both checklists at time of delivery in order to take possession of the Equipment.

4.15 **CONFIDENTIALITY.** Neither party may use or disclose the Confidential Information of the other party to this Agreement for purposes other than indicated in this Agreement or as required by law. "Confidential Information" includes all information or materials containing, comprising, or referring to the disclosing party's business information, trade secrets, and/or all verifications, documents, electronic data, and other materials concerning the disclosing party's personnel, but excludes information which (a) Is known or open to the public or otherwise in the public domain at the time of disclosure; (b) Becomes part of the public domain during the term of this confidentiality obligation by any means other than breach of this Agreement by the receiving party; (c) Is already known to the receiving party at the time of disclosure and is free of any obligations of confidentiality; (d) Is obtained by the receiving party, free of any obligations of confidentiality, from a third party who has a lawful right to disclose it; or (e) Is required to avoid imminent injury to a patient and is necessary to provide life saving treatment to any patient. All written confidential business information and other trade secrets disclosed by one party to the other pursuant to this Agreement shall be marked by the disclosing party as "Confidential." Confidential Information shall be disclosed by the receiving party only to their respective employees, agents, or contractors under an obligation to protect the Confidential Information on a "need to know" basis and shall not be revealed to any third party without the prior written consent of the disclosing party. Confidential Information shall be immediately returned to the disclosing party upon its request or upon termination of this Agreement, whichever occurs first. The receiving party shall protect the Confidential Information of the disclosing party in at least the same manner as the receiving party protects its own confidential information. In the event of any breach of confidentiality, the other party shall have the full rights to injunctive relief, in addition to any other rights and remedies that are available at law, in equity, or otherwise. If disclosure of Confidential Information beyond that expressly authorized in this Agreement is required by law, that disclosure does not constitute a breach of this Agreement so long as the disclosing party: (a) Notifies the other party in writing as far as possible in advance of the disclosure so as to allow the non-disclosing party to take legal action to protect its confidential information; (b) Discloses only that Confidential Information required to comply with the legal requirement, and (c) Continues to maintain the confidentiality of this Confidential Information with respect to all other third parties.

4.16 **SEVERABILITY.** In the event that one or more of the provisions contained in this Agreement shall be found to be invalid, illegal or unenforceable by a court or tribunal of competent jurisdiction, such provision or provisions shall be null and void and shall be deemed severed from this Agreement and the validity, legality and enforceability of the remaining provisions contained in this Agreement shall not be in any way affected or impaired. The parties hereto further agree to use their commercially reasonable efforts to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision designed to achieve, to the extent possible, the same outcome as the void or unenforceable provision.

4.17 **INDEPENDENCE.** Lessor is an independent contractor of the Lessee, and this Agreement is a contract for services. No agency, employment, partnership or joint venture is intended to be created by this Agreement.

4.18 **NOTICES.** All notices required or permitted under this Agreement must be in writing and delivered either by reputable national or international overnight delivery service or by certified or registered mail (postage pre-paid and return receipt requested). The initial addresses of the parties to which notice must be sent are stated below. If notice is delivered by reputable national or international overnight delivery service, then notice shall be effective one (1) business day after deposit with the carrier. If notice is delivered by registered or certified mail (postage pre-paid and return receipt requested), then notice shall be effective five (5) business days after deposit with the carrier. Either party may change its address for notice by notifying the other party by a permitted method of giving notice.

Lessor: Shared Medical Equipment Group, LLC
209 Limestone Pass
Cottage Grove, WI 53527

Lessee:

Cape Radiology Group I, LLC
70 Doctors Park Drive
Cape Girardeau, MO 63703

4.19 FINAL APPROVAL. This proposal is valid for 30 days or until signed by both parties, whichever occurs earlier. Final approval of this Agreement is subject to approval of Lessor's Project Committee.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of this 2 day of October, 2023 and so hereby warrant and represent that the signatories below have been and are vested with the appropriate authority to execute this Agreement and bind the party on whose behalf their execution is made. This Agreement constitutes the legal, valid and binding obligation of the parties enforceable in accordance with its terms.

LESSOR}

SHARED MEDICAL EQUIPMENT GROUP, LLC
209 Limestone Pass
Cottage Grove, WI 53527

DocuSigned by:
By: Maureen Kenney
Maureen Kenney, Corporate Secretary

LESSEE}

CAPE RADIOLOGY GROUP I, LLC
70 Doctors Park Drive
Cape Girardeau, MO 63703

By: Todd M. B
Print Name: Todd Buechsenschutz, MD
Title: Manager

092923

Lessee, By signing this page, you are in agreement to all that is mentioned in pages 1 through 15.

SCHEDULE A

Delivery Location: 70 Doctors Park
Cape Girardeau
Missouri 63703

Phone: 573-334-6071
Contact Name: Jason Morris

Lessee: Initial next to the type of electrical connector the facility has for 480v Power:
Crouse Hinds: ____ Russell Stoll: JM Appleton: _____

1.1 EQUIPMENT.
(a) See Exhibit A, however for purposes of this Agreement, the MRI equipment shall be defined as "Equipment" and shall be housed in a self contained/self shielded trailer (the "Trailer") (collectively called the "System").

3.1 FEE. Lessee shall pay Lessor on the basis set forth below.

$38,000/month without a technologist (PLUS APPLICABLE SALES/USE TAX)	
$5,500	Transportation Fee
$350	Housekeeping Fee

a. Lessee shall be responsible for providing all consumable goods (archive media, linen, contrast, etc.)
b. Lessee shall be responsible for physician/radiologist supervision, scheduling, delivery and retrieval of patients, care of patients, safety code compliance and patient record keeping.

Applications Training (Optional):
Applications Training can be provided for an additional daily fee, provided notice is given two weeks prior to delivery. An Applications Training Fee, for services requested, will be billed separately at the all-inclusive rates as follows: ***Day 1:*** *$2,200,* ***Day 2****: $2,000,* ***Day 3+****: $1,600* ***(ex. 3 days $2,200 + $2,000 + $1,600 = $5,800). Please note that if only one day is needed the rate is $2,500.***

Lessee Initials, if Applications Needed JM
Length of training: 1 *days*

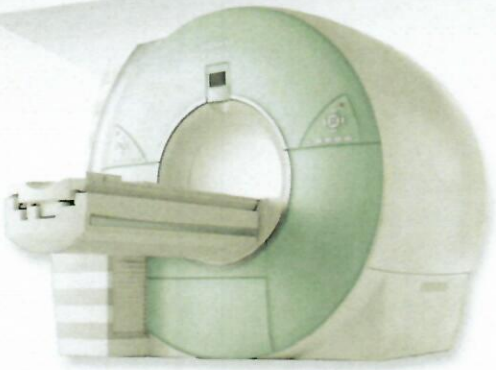
3.2 PAYMENTS. A one (1) month rental payment, plus a housekeeping charge, shall be due upon receipt of invoice. Thereafter, additional payments, including sales/use or other tax (if applicable), shall be billed in advance. Any payments not made within thirty (30) calendar days of when due shall be subject to interest at the lesser of eighteen percent (18%) per annum or the maximum rate permitted by law from the due date until the date paid.

In the event that any amount payable hereunder is determined to be interest in excess of the maximum interest rate permitted by applicable law, such amount shall be reduced to equal the maximum amount permitted by applicable law.

4.1 TERM: The System shall be delivered on March 25, 2024 and the term of this Agreement shall be for a minimum of two (2) months commencing on March 26, 2024. The Agreement shall be extended by any period of delay in the start date. This Agreement may be extended based on equipment availability, with a thirty (30) day prior written notice and mutual written agreement of the parties. In the event this Agreement terminates and Lessee continues to accept services, the terms and conditions of this Agreement shall apply to the provision of services.

SHARED MEDICAL SERVICES

EXHIBIT A



Siemens MAGNETOM Avanto 1.5T

18 Channel MR System

Hardware

- MAGNETOM Avanto 1.5T MR System
- 60 cm Wide x 150cm Length Bore
- Tim Q-Engine Gradient Design
- Table (550 lbs maximum weight)
- Tim + Dot System

Software

- Dot (Day Optimizing Throughput) Engines: Dot multiplies the power of Tim resulting in greater image consistency and diagnostic confidence.
- Application Suite: Offers a complete range of clinically optimized examinations for all regions. The Tim Application Suite – allowing for excellent head-to-toe imaging – is provided standard on MAGNETOM Avanto.
- Neuro Suite: Comprehensive head and spine examinations can be performed with dedicated programs. High resolution pulse sequences and fast pulse sequences for uncooperative patients are provided. The Neuro Suite also includes pulse sequences for diffusion imaging, perfusion imaging, and fMRI.
- Angio Suite: Excellent MR Angiography can be performed to visualize arteries and veins. 3D MRA protocols for e.g. single step, dynamic, peripheral, whole body, MRA with short TR and TE. The strong gradients make it possible to separate the arterial phase from the venous phase. Dynamic MRA for 3D imaging over time.
- Cardiac Suite: The Cardiac Suite covers comprehensive 2D routine cardiac applications, ranging from morphology and ventricular function to tissue characterization. Featuring BEAT 2D in conjunction with iPAT and T-PAT techniques.
- Body Suite: The Body Suite is dedicated to clinical body applications. Ultra- fast high resolution 2D and 3D protocols are provided for abdomen, pelvis, MR Colonography, MRCP, dynamic kidney, and MR Urography applications. The 2D PACE technique makes body imaging easy, allowing multi-breathhold examinations as well as free breathing during the scans. Motion artifacts are greatly reduced with 2D PACE Inline technology.
- Onco Suite: MR imaging provides excellent soft tissue contrast, multi-planar capabilities, and the possibility of selectively suppressing specific tissue, e.g. fat or water. The Onco Suite features a collection of sequences as well as protocols and evaluation tools that may be used for a detailed assessment of a variety of oncological conditions.
- Ortho Suite: The Ortho Suite is a comprehensive collection of protocols for joint imaging including the spine.
- Pediatric Suite: The Scientific Suite supports scientific users by providing easy access to application-specific data for further processing and advanced image calculus.
- Scientific Suite: Tissue relaxation times in pediatrics are very different compared to those of adults. The reasons for these differences are: developing tissues, body size, faster heart rates, and compliance with breathhold commands. Protocols can be easily adapted for imaging infants.

Dot Technology

- Dot makes it easy to get excellent results for virtually any type of patient. Dot gives uniquely tailored, optimized scans configurable to patient condition or clinical question. Dot provides patient personalization, user guidance and process automation and is of course configurable by the user to adapt to the different clinical needs and standards of care.

Advanced Software

- Brain Dot Engine
- SWI
- TimCT FastView
- 1D/2D PACE
- AutoAlign Head
- BLADE
- Inline Diffusion including REVEAL
- MDDW (Multiple Direction Diffusion Weighting)
- CISS/DESS
- iPAT Extensions

Accessories

- MR Accessories Package and Positioning Kit
- Medrad Spectris Solaris EP Injector
- Medical Coaches Trailer

Surface Coils

The revolutionary Total imaging matrix that allows a huge number of coil elements to be seamlessly integrated into one examination together with a large number of RF channels, optimized coil positioning and virtually eliminated coil changing times.

The Coil Package includes:

- Spine 24 A 1.5T Tim Coil
- 8-Channel Foot / Ankle
- 8-Channel Hi-Resolution Knee
- Head Metrix A Tim Coil
- Neck Metrix A Tim Coil
- Large Shoulder 1.5T Tim Coil
- Small Shoulder 1.5T Tim Coil
- Small Extremity Coil
- Body Matrix A Tim Coil
- Flex Large 4 A 1.5T Tim Coil
- Flex Small 4 A 1.5T Tim Coil
- Hi-Resolution Wrist

INJECTOR SUPPLY VERIFICATION SHEET

CT / MR INJECTORS

☑ Medrad Spectris Solaris /Spectris Solaris EP MRI Injector System

- Syringe: 115ml Qwik-Fit Syringe® syringe for saline, 65ml Qwik-Fit Syringe® syringe for contrast, 1 large spike, 1 small spike, 96" low pressure connector tube with T-connector and check valve
  - **CAT # SSQK 65/115vs**

By signing this Agreement, Lessee acknowledges the type of injector that will be on the System as well as the syringe that will be needed for the unit. All Useable or Consumable Goods (archive media, contrast, linen, etc.) are the responsibility of the Lessee.

KIEFNER BROS. INC.
General Contractors

1459 N. Kingshighway
Cape Girardeau, MO 63701
P 573.334.0707
F 573.334.0708

September 20, 2023

Jason Morris
Cape Radiology
New MRI Budget

Mr. Morris

Kiefner Brothers Inc. budget proposal to modify the existing MRI room to accommodate replacing the existing magnet for a new 1.5T MRI is **$155,000**. This includes the remodel of the room, mechanical (quench vent), electrical and new magnetic shield.

Attached is Branden Shielding's proposal which describes their scope. No options were not added to the budget.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Matt Kiefner

Date:	8/11/23
To:	Kiefner Brothers, Inc. Matt Kiefner Phone: (573) 334-0707 E-Mail: matt@kiefnerbrothers.com
From:	Braden Shielding Systems LLC Tony Steffens Phone: (918) 624-2888 Ext:1003 Direct: (918) 359-2831 E-Mail: tsteffens@bradenshielding.com
Pages:	1 of 5

Reference: Cape Radiology

Subject: RF Shielding Quotation #SS43306M

Dear Matt,

Please find attached the Braden Quotation #SS43306M for Cape Radiology located in Cape Girardeau, MO. Please call or write if you have any questions.

Best Regards,

Tony Steffens
Sales Manager Medical Products

BSS BRADEN SHIELDING SYSTEMS

QUOTATION

DATE: **August 11, 2023** **SHEET: 1 of 4 SS43306M**

TO: Kiefner Brothers, Inc.
1459 North Kingshighway
Cape Girardeau, MO 63701

ATTN: Mr. Matt Kiefner

SUBJECT: Cape Radiology
Upgrade the existing Braden RF enclosure for a Siemens Altea 1.5T
Cape Girardeau, MO

Dear Matt,
Braden Shielding Systems is in receipt of your request to bid for the upgrade of the existing RF shield system enclosure as referenced above.

- Siemens Medical Systems Preliminary drawings dated 07/31/2023.
- Previous Siemens Medical Systems Installations.
- Braden Shielding Systems SCM 228 Series Galvanized Shield.
- Labor bid as NON-UNION and NON-PREVAILING WAGE.
- Second Test & Return Trip included.
- Items listed in this quotation.

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

- ONE (1) RF SHIELDED ENCLOSURE SYSTEM UPGRADE:

PRE-QUALIFICATION TEST*	***$4,850.00***
RF UPGRADE BASE PRICE	***$33,940.00***
SUBTOTAL RF UPGRADE BASE PRICE	***$38,790.00***
ADD ESTIMATED USE TAX (8.475%) IF REQUIRED**	***$1,021.00***
TOTAL RF UPGRADE PRICE	***$39,811.00***

REPAIR AND TEST DAILY RATE PLUS MATERIAL ***$2,800.00 / DAY***
If the existing enclosure does not meet Siemens specifications, then Braden will repair and test the enclosure at the daily rate provided plus material cost. Although not anticipated it is possible that the existing enclosure may have to be replaced.

* Two-week lead time (minimum) prior to upgrade, can be done with magnet up to field.
** If exempt from sales / use tax, an executed exemption, resale certificate, or direct pay permit must be returned.
THE MATERIAL PORTION OF THE ABOVE PRICE IS: $12,049.00

This total price is based upon:

- The only documentation provided to Braden is that stated above.
- Braden is to be given free and clear access to the site of our work.
- Work stoppages caused by site readiness, trade union activity or other conflicts that will impede our orderly completion of work will be considered as an extra cost outside our scope of work. The cost relative to work stoppages and re-mobilization will be submitted as a change order.
- The general contractor is responsible for the removal and replacement of all interior finishes necessary to perform the upgrade and possible repair work on the existing RF enclosure.
- All new mechanical ductwork, piping and electrical work is not by Braden Shielding.
- The general contractor to provide adequate refuge containers for the removal of waste crating materials. Waste to be removed from the site by the general contractor.

Braden to provide the following:
First Trip:
1. Perform standard maintenance on Braden "Mirage" RF door as necessary for test.
2. RF Pre-qualification test.

Second Trip:
1. Open magnet entry in RF wall system.

Third Trip:
1. Install Altea base plate interface.
2. Install new electrical filters for new LED lighting. (Exact requirement to be determined)
3. Install all thread rod hangers for new overhead cable tray configuration. (Cable tray not by Braden)

If the existing enclosure fails to meet Siemens specifications during the Pre-Qualification test:
4. Close magnet entry in RF wall system.
5. Repair and test enclosure at the daily rate of $2,800.00.
6. Open magnet entry in RF wall system.

Fourth Trip:
1. Close magnet entry in RF wall system.
2. Final RF test after magnet delivery per Siemens specifications.

o **Exclusions and Items not Included:**

- Removal and replacement of interior framing and finishes.
- Replacement of existing water damaged RF Shielding Components.
- Payment and performance bonds.
- Weekly jobsite meetings.

Unless specifically stated otherwise, prices quoted or stated do not include Fees, Permits, Federal, State, or municipal sales, use, excise, or other taxes measured, in whole or in part, by gross receipts. Any such taxes applicable to the sale, processing, assembling, installing, use or consumption of any goods or materials and/or any services or labor shall be an obligation of the customer and will be invoiced to the customer.

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

WARRANTY: All new parts such as doors or purchased components such as electrical filters and waveguides shall carry a one (1) year warranty. THE FOREGOING WARRANTY IS BRADEN SHIELDING'S SOLE WARRANTY WITH RESPECT TO THE GOODS AND SERVICES PURCHASED HEREIN. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED. BRADEN SHIELDING'S LIABILITY FOR BREACH OF WARRANTY HEREUNDER IS LIMITED SOLELY TO THE REPLACEMENT OF THE DEFECTIVE GOOD OR SERVICE. THE FOREGOING SHALL CONSTITUTE THE SOLE REMEDY OF BUYER AND THE SOLE LIABILITY OF BRADEN SHIELDING UNDER THIS WARRANTY.

LIMITATION OF LIABILITY: BRADEN SHIELDING'S LIABILITY TO BUYER, WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, IN NEGLIGENCE OR OTHERWISE, SHALL NOT EXCEED IN ANY CASE THE RETURN OF THE AMOUNT OF THE PURCHASE PRICE PAID BY BUYER AND UNDER NO CIRCUMSTANCES SHALL BRADEN SHIELDING BE LIABLE FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS, LOSS OF GOODWILL, OR ANY OTHER VARIETY OF DAMAGES FOR THE GOODS AND SERVICES SOLD HEREUNDER. THE PRICE STATED FOR THE GOODS IS CONSIDERATION FOR LIMITING BRADEN SHIELDING'S LIABILITY.

PAYMENTS: Invoice for Pre-qualification test upon completion of test.
Invoice for upgrade scope upon completion of enclosure modifications.
Invoice for return trip and final test upon completion.

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

SCHEDULE: From time of award of contract to proceed.
(Standard) Two (2) weeks for Pre-Qualification Test.
Four (4) weeks for delivery after receipt of Order.

INSTALLATION: Included

RETURN TRIP: Included

ATTENTION: This Quotation shall be valid for 30 days. Execution of this Quotation shall constitute acceptance of the terms and conditions cited herein and bind the parties and their respective successors, heirs, representatives, and assigns. The terms and conditions shall be governed by and interpreted in accordance with the laws of the State of Oklahoma, and any civil suit hereunder shall be instituted in the courts of Tulsa County, State of Oklahoma.

Pricing assumes material delivery during fiscal 2023.

ACCEPTED:

_____

_____
Title

Tony Steffens
Sales Manager Medical Products
Braden Shielding Systems