

HUMBOLDT GENERAL HOSPITAL

DISTRICT BOARD OF TRUSTEES

REGULAR BOARD MEETING

TUESDAY

DECEMBER 17, 2019

5:30 P.M.

SARAH WINNEMUCCA CONFERENCE
ROOM

JoAnn Casalez - Chairman
Michelle Miller - Secretary
Bill Hammargren - Member
Gene Hunt - Member
Alicia Cramer - Member
Ken Tipton - Member-Humboldt
County Commissioner

HUMBOLDT GENERAL HOSPITAL
118 EAST HASKELL STREET
WINNEMUCCA, NEVADA 89445

DISTRICT BOARD OF TRUSTEES MEETING AGENDA

MEETING DATE: Tuesday December 17, 2019
MEETING TIME: 5:30 pm
MEETING PLACE: Sarah Winnemucca Conference Room
Humboldt General Hospital
118 E Haskell St, Winnemucca, Nevada
PLACES POSTED: in Winnemucca, Nevada at:
Humboldt General Hospital, 118 E Haskell Street
Humboldt County Courthouse, 50 W Fifth Street
Winnemucca City Hall, 90 W Fourth Street
Humboldt County Library, 85 E Fifth Street
United States Post Office, 850 Hanson Street
www.hghospital.org <https://notice.nv.gov>
PERSON POSTING: Alicia Wogan

A. CALL TO ORDER

B. PUBLIC COMMENT

(This agenda item is designated to give the general public the opportunity to address the Hospital Board. No action may be taken upon a matter raised under this section until it is placed on an agenda for action. Public comment is generally limited to three (3) minutes per person.)

C. MEDICAL STAFF-HOSPITAL DEPARTMENT REPORTS

(These agenda items are designated to give the opportunity to report and update the Hospital Board on each group or department listed. No action may be taken upon a matter raised under this section until it is placed on an agenda for action.)

1. Medical Staff report – Chief of Staff
2. Administration report
 - a. Cerner update – CFO
 - b. CEO Report
 - c. MedX AirOne update

D. CONSENT AGENDA

(The Board is expected to review, discuss and take action on this agenda item.)

1. Board meeting minutes November 19, 2019.
2. Medical Staff applications for appointments, reappointments, provisional and temporary privileges for: Michael Hunt, CRNA, Provisional – Anesthesia; Inman Bar, MD, Active Staff – Pediatrics; Jason Lasry, MD, Active Staff – Emergency Medicine; Prasada Nalluri, MD, Active Staff – Emergency Medicine; Matthew Pappy, MD, Active Staff – Hospitalist; and, Benjamin Brooks, MD, Consulting Staff – Teleradiology.

E. FINANCIAL REPORTS

(The Board is expected to review, discuss and take action on this agenda item.)

1. October 2019 financial reports
2. Warrants disbursed - Monthly expenditures

F. BUSINESS ITEMS-OTHER REPORTS

(The agenda items in this section are for discussion and for possible action. The action may consist of approval, disapproval, acceptance, rejection, authorization, adoption, review, recommendation, referral to staff, or any other action as appropriate. The items may be heard in any order and at any time unless a time is specified; two or more items may be combined for

DISTRICT BOARD OF TRUSTEES MEETING AGENDA

December 17, 2019

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consideration; an item may be removed from the agenda; or, discussion relating to an item may be delayed at any time.)

1. Hospital Administration-Radiology / proposal to purchase a fluoroscopy and digital radiography system for radiology / Radiology Director-Administration
2. Hospital Administration / Hospital District fiscal year 2018-2019 financial audit report / Dingus Zarecor & Associates-CFO-Administration
3. Hospital Administration / proposal to enter into an employment agreement with Mark Reyka, CRNA to provide services as director of CRNA services / Administration
4. Hospital Administration / proposal to enter into an employment agreement with Mark Reyka, CRNA to provide CRNA staff services / Administration
5. Hospital Administration / proposal for professional services agreement with Rommel Adajar, MD to provide medical director health care services / Administration
6. Hospital Administration-Maintenance / proposal to replace and possibly relocate the kitchen hood and dishwasher exhaust fan / Maintenance Director-Administration
7. Hospital Administration / proposal to approve medical staff bylaws / Administration
8. Hospital Administration / proposal to authorize administration to execute amendments to provider agreements to make the terms for providing employee health insurance benefits consistent for all employees / Administration
9. District Administration / proposal to authorize the board chairman to engage the services of an executive search firm to provide candidates for consideration as the district chief executive officer / Board

G. TRUSTEE COMMENTS-STAFF REPORTS

(This period is designated for receiving reports, information, department updates, board and committee updates and proposals by the board, chief executive officer, chief financial officer, human resources director, director of nurses, and other staff upon request. No action may be taken upon a matter raised under this section until it is placed on an agenda for action.)

H. PUBLIC COMMENT

(This agenda item is designated to give the general public an opportunity to address the Hospital Board. No action may be taken upon a matter raised under this section until it is placed on an agenda for action. Public comment is generally limited to three (3) minutes per person.)

Notice: The Executive Assistant at the Administrator's Office located at Humboldt General Hospital, 118 E. Haskell Street, Winnemucca, Nevada, telephone number 775-623-5222 extension 1123, is the designated person from whom a member of the public may request the supporting material for the meeting and the Administrator's Office is the location where the supporting material is available to the public.

Notice: By law a public body may receive information from legal counsel regarding potential or existing litigation involving a matter over which the public body has supervision, control, jurisdiction, or advisory power and such gathering does not constitute a meeting of the public body.

Notice: Members of the public who are disabled and require special assistance or accommodations at the meeting are requested to notify in writing the Executive Assistant at the Administrator's Office located at Humboldt General Hospital, 118 E. Haskell Street, Winnemucca, Nevada 89445, or by telephoning 775-623-5222 extension 1123, at least one (1) business day in advance of the meeting.

HOSPITAL ACTIVITIES

"Healthy Year, Healthy You" lunchtime seminar - 12 p.m. to 1 p.m. December 19, 2019

Mammography Open House – 8 a.m. to 10 a.m. January 11, 2020

Nevada Hospital Association Trustee Education Certification Program

The Nevada Hospital Association (NHA) has designed the Trustee Education Certification Program to enable hospitals to use governance best practices to promote the coordination of care and the best use of resources and to demonstrate to their community, lawmakers, regulators, physicians, employees, business and other community stakeholders that Nevada hospitals:

- Understand and embrace the need for governance and accountability
- Govern according to a standard of excellence
- Are willing to formally certify their adherence to governance best practices
- Are committed to care management and coordination of resources
- Embrace community accountability and transparency
- Integrate local health efforts with state programs

What is board certification?

The NHA Trustee Education Certification program is a process of annually verifying:

- The individual trustee's participation in and/or support of initiatives to improve personal health care knowledge and leadership effectiveness
- Boards of trustees' compliance with a variety of governance best practices
- Participation in a governance assessment program to improve individual and entire board performance

Individual trustee certification includes a signed attestation by the NHA board chair, hospital CEO and the individual trustee that he/she has:

- Completed a minimum amount of education on health care and leadership topics
- Met or exceeded the requirements of trustees as outlined in the hospital's bylaws and other relevant documents, such as a governance self-assessment tool.

How is certification conducted?

The NHA developed criteria for the Trustee Education Certification Program that enables board chairs and hospital CEOs to certify in writing that their board is in compliance with the requirements for certification. In addition, individual trustees will certify that they adhere to specific board standards and received education and orientation in specific relevant areas.

Factors that are critical to program success

The active participation and commitment of NHA's members to good governance practices will ensure success of the initiative.

It is important that hospital boards and trustees are willing to dedicate the time and effort to respond to surveys and participate in quality education programs sponsored by the NHA and others.

How to participate

To participate in the 2020 calendar year, complete the NHA Trustee Education Certification Program Enrollment Form and return it to [Amy E. Shogren](#) at the NHA by March 31, 2020.

The NHA will register trustees in the program and send brochures and marketing material of approved upcoming educational programs directly to enrolled participants. The NHA will also track the trustee's progress in meeting the requirements and completing the required educational components.



Trustee Education Certification Program Curriculum

- New and experienced hospital trustees/board members seeking first-time certification are required to complete 10 hours of approved coursework to meet the requirements of NHA certification. Eight of these hours may be from a trustee orientation program completed in a previous year.
- Second year certified trustees are required to complete six (6) hours of continuing education. Every two years, at least four (4) of these hours must be at a face-to-face program.
- Three or more year certified trustees are also required to complete six (6) hours of continuing education but they may count qualifying committee time as part of the 6 hours. Qualifying time includes hospital committees, NHA committees or another organizations/committees where they are representing the hospital. Every two years, at least four (4) of these hours must be at a face-to-face program.
- The cost of each program varies and is the responsibility of the trustee or hospital/health system.



Trustee Education Certification Program Curriculum – Enrollment Form

Name: _____

Title: _____

Hospital/Organization Name: _____

Hospital Board Secretary or Point of Contact: _____

Mailing Address: _____ City, State Zip: _____

Telephone Number: _____ Email address: _____

Please note your certification status:

First time certification _____

Second year certification _____

Three or more years of certification _____

For trustees being certified for the first time, please complete the following information and submit the requested information.

- New and experienced hospital trustees/board members seeking first-time certification are required to complete 10 hours of approved coursework to meet the requirements of NHA certification. Eight of these hours may be from a trustee orientation program completed in a previous year.
- Have you ever attended a hospital trustee orientation program?
Yes _____ No _____

If yes, please specify the organization that sponsored/developed the program, the year the program was taken, the number of content hours and attach an outline or agenda of the program.

Please return this form and any documentation to:
Amy E. Shogren
Director of Communications & Administration
Nevada Hospital Association
5190 Neil Road, Suite 400
Reno, NV 89502
amy@nvha.net

- **Michael Hunt, CRNA** is applying for initial appointment for Provisional Staff with privileges as a CRNA. He is expected to start 12/19/19.
- **Iman Bar, MD** is applying for Active Staff with privileges in Pediatrics. She was given temporary privileges on 4/2/19 and provisional on 6/25/19.
- **Jason Lasry, MD** is applying for Active Staff with privileges in Emergency Medicine. He was given privileges on 5/8/19(temp) and provisional privileges on 6/25/19.
- **Prasada Nalluri, MD** is applying for Active Staff with privileges in Emergency Medicine. She was given provisional status 6/13/19.
- **Matthew Pappy, MD** is applying for Active Staff with privileges in Family Medicine. He was given provisional status 6/13/19.
- **Benjamin Brooks, MD** is applying for initial appointment to Consulting Staff with privileges in Teleradiology.
- **Dennis DeJesus, MD** is applying for reappointment to Consulting Staff with privileges in Teleradiology. His initial appointment was 12/18/18.
- **Christopher Hurt, MD** is applying for reappointment to Consulting Staff with privileges in Teleradiology. His initial appointment was 12/18/18.

FLUOROSCOPY AND DIGITAL RADIOGRAPHY ROOM FOR HGH IMAGING DEPARTMENT

Humboldt General Hospital
Board of Trustees Meeting
17 Dec 2019

Request

Install a new Fluoroscopy and Digital Radiography system in the imaging department of Humboldt General Hospital

Rationale

The Imaging department is not currently doing Fluoroscopy procedures in the department, our current system has reached end of life and end of service, it was installed in 2002. We have been unable to find the parts or the engineer to repair our current machine. With a new system we will be able to continue our previous services and possibly offer new services at our new provider's request, for example swallow studies and pain management. This new system will also provide a second digital x-ray room which shortens the patient's waiting time giving them better patient care and service. Digital radiography also lowers the radiation dose to the patient.

HGH received bids from 2 vendors; Canon, formerly Toshiba, and Siemens. Philips was the only vendor that did not meet the specifications listed in the RFP. \$550,000 was budgeted in the capital budget for this system, 1 vendor came in below budget. There will be additional costs for flooring, \$7601.92, quoted by Desert Design to match the flooring from the remodel project, paint, and some electrical and installation updates to the room which are unknown.

The 2 vendors that met the RFP Canon and Siemens both have quality systems that offer tables that raise and lower for patient safety and ease for transfers, fluoroscopy for barium studies, weight limits to accommodate bariatric patients, full X-ray room capabilities as well as many other features.

1. Turn-Key submitted Canon, formerly Toshiba: Bid was \$489,936 and service beginning after the warranty of 1 year is \$61,084.33. Year 2 through 5 total service is \$244,337.32. Total 5-year cost is: \$734,273.32. This system is able to do all the standard RF procedures as well as pain management injections and ERCP, endoscopic retrograde cholangio-pancreatography. Angiography can be added to this system allowing it to grow with different specialties that may be offered by HGH in the future and may provide services to patients that currently have had their procedures done in the OR that are usually done in an office or radiology setting.

2. Siemens: Bid was \$785,153 and service beginning after the warranty of 1 year is \$68,902. Year 2 through 5 total service is \$275,608. Total 5-year cost is \$1,060,761. Siemens also has a large opening between the table and the tower, light and thin wireless detectors and auto tracking between the tube and the detector which decreases over-exposing patients, and technologist's errors.

Recommendation

Humboldt General Hospital Personnel would like to recommend the Turn Key- Canon Bid. The price difference between Canon and Siemens is considerable with comparable machines, and HGH has received exceptional service from Turn-Key in the past.

HGH Bid Summary

Bidder	Base Bid	Service Per Year	Service at year 5	Total Bid
Turn-Key	\$489,936	\$61,084.33	\$244,337.32	\$734,273.32
Siemens	\$785,153	\$68,902	\$275,608	\$1,060,761

HGH staff recommends the lower price equipment.

Low Bid

1

2



Turn-Key Medical
P.O. Box 1180
Meridian, ID 83680
Phone: (208) 888-1760
Fax: (208) 888-5629

Attention: Diane Klassen
Humboldt General Hospital
118 E. Haskell Street
Winnemucca, Nevada 89445
Phone (775) 623-5222

December 10, 2019

Quotation: AK19-12-10-01
Buying Group: Intalere

Canon Ultimax-I Multipurpose System (Pulse Fluoro)

Qty	Catalog #	Description		
1	each ULTIMAXFPD/PF/OTC	Canon Medical Ultimax Multi-Purpose Fluoroscopy System 17" x 17" Cesium Flat Panel Detector (148 Micron, 16 Bit) Adjustable Table Height with Tilt Table (548 lb weight limit) Multi-directional C-arm Ceiling Suspended Xray Tube Wallstand - Rotating (Left Hand Load) Ceiling Mounted Fluoroscopy Monitor DICOM Package X-ray Collimator Light Positioning Accessory Kit & Storage Rack UPS Kit	\$	444,841
1	each 1021245	Carestream DRX Retrofit Package Carestream DRX Plus 3543C Detector (14" x 17" Cesium) 23" Widescreen Monitor EVP Plus Advanced Imaging Software Detector Charger Detector Batteries (Qty-3) Modality Worklist Software Administrative Analysis Software Remote Management Services Network Access Point Accident Protection (Year 1 - \$5K Deductible)	\$	45,095
1	each XRAYREMOVAL	Removal of Philips R&F System		included

* Price includes Planning, Shipping, Installation, Calibration and Application's Training (on site).

Humboldt General Hospital Package Price: \$ 489,936

Warranty: 12 months parts and labor. Carestream DRX Accident Protection (Year 1 - \$5K Deductible)

Internal Cables, Routers, Hubs: Customer Responsibility

Terms: 0% Down, 80% Upon Shipment, 20% Net 30 days upon installation.

Application's Training: Two Weeks - Phase 1 On Site Training (post installation). Four Days - Phase 2 On Site Training (6-8 weeks post installation)

Site Modifications: To be prepared according to provided plans.

Taxes: Not included. Will be added to the final invoice.

Ian Atkinson

Ian Atkinson

EQUIPMENT SUMMARY:

ULTIMAXFPD/PF/OTC.000

ULTIMAX-I MULTIPURPOSE X-RAY SYSTEM 17"X17" FPD WITH PULSE FLUORO AND OVERHEAD TUBE CRANE

PART NUMBER

QTY DESCRIPTION

	1	MULTIPURPOSE X-RAY SYSTEM 17"X17" FPD WITH PULSE FLUORO
	1	LCD FLAT-PANEL COLOR MONITOR 21 FOR FOR XR/VL SYSTEMS ONLY
	1	19" GRAYSCALE MONITOR
	1	CD-R / DVD-R / DICOM VIEWER
	1	RAW DATA BACKUP KIT
	1	ULTIMAX INSTALLATION KIT
	1	BASE PLATE FOR 19" LCD DESKTOP MONITOR
	1	TABLE/ADJUSTMENT DEVICE
	1	FLUORO RECORD
	1	LOCAL CONTROL CONSOLE
	1	LOCAL KEYPAD FOR LCF-30C
	1	EXAM ROOM OR CONTROL ROOM FOOTSWITCH FLUOROSCOPY AND FLUOROGRAPHY
	1	MOTORIZED COMPRESSION CONE
	1	EXAMINATION ROOM MICROPHONE KIT
	1	OVERHEAD TUBE CRANE PACKAGE
	1	OVERHEAD TUBE SUPPORT PACKAGE FOR ULTIMAX
	1	CEILING RAIL INSTALLATION BLOCK
DSR-2040A/W1	1	CEILING RAIL (LATERAL: 2000 MM, LONGITUDINAL: 4400 MM)
	1	CUSTOMER WILL PROVIDE THEIR OWN DR PACKAGE
HDRK-MPPS	1	DICOM MPPS AND MWM
GD76W-1TS25	1	MAVIG CEILING SUSPENSION FOR 1 LCD MONITOR WITH 2.5M TRACK, COLUMN, AND TROLLEY
ADD-CLR-MON-SUSPENSION.100	1	19" COLOR MONITOR AND CABLING FOR A MONITOR SUSPENSION
	1	19" COLOR MONITOR
RF-DIGITAL-WS-L.100	1	VERTICAL STAND KIT DR-R BUCKY ROTATION, LEFT LOAD
	1	VERTICAL WALL STAND, LEFT-HAND
ACCY-PNL-2	1	ACCESSORY STORAGE RACK
MF XK-LSP	1	LASER PROJECTOR FOR UNDER-TABLE TUBE



CANON MEDICAL SYSTEMS USA, INC.

Made For life

<u>PART NUMBER</u>	<u>QTY</u>	<u>DESCRIPTION</u>
XBUM-KNEE.100	1	LEG SUPPORT KIT
	1	STIRRUPS (KNEE CRADLES)
1877A421	1	WIRED/DETACHABLE CABLE FOR CXDI WIRELESS DETECTOR
1P-UPS-ULTIMAX.100	1	SINGLE PHASE UPS KIT FOR ULTIMAX-I
	1	UPS CONNECTION KIT
	1	SINGLE PHASE UPS FOR IMAGE PROCESSOR
BTL SVC DEINSTALL	1	DE-INSTALLATION OF CUSTOMER'S EXISTING SYSTEM BY CANON MEDICAL SYSTEMS

TOTAL QUOTE PRICE
Applicable Sales Tax Additional

\$444,841.00



CANON MEDICAL SYSTEMS USA, INC.

Made For life

PURCHASABLE OPTIONS:

Please initial next to the option item you would like to purchase. Selected purchasable options will increase the total quote price by the noted "ADD" dollar amount listed on the item line:

<u>PART NUMBER</u>	<u>QTY</u>	<u>DESCRIPTION</u>	<u>ADD</u>	<u>INITIALS</u>
XA-664B.100	1	ADVANCED ANGIO PACKAGE INCLUDING REFERENCE MONITOR SUPPORT KIT AND MONITOR	\$13,676.00	_____
TIMS2000/3.100	1	TIMS 2000 DIGITAL VIDEO RECORDER KIT	\$16,588.00	_____
061000-3040	1	TIMS DICOM REVIEW SOFTWARE	\$1,144.00	_____

FINANCE OPTIONS:

Finance options are available through Canon Medical Finance USA, a program of Canon Medical Systems USA, Inc.

CANON MEDICAL FINANCE USA OFFERINGS:

- Fair Market Value, \$1.00 Buy Out (Lease to Own), and Loan structures
- Finance terms ranging from 12 months to 84 months
- Financing for 3rd party assets (including, but not limited to leasehold improvements & I.T.)

CANON MEDICAL FINANCE USA BENEFITS:

- No progress payments. Payments begin after delivery and installation
- Upgrades to the current technology platform can be financed.
- Flexible finance structures, such as deferred payments, tiered repayments, and bridge financing, to meet cash flow needs

Finance options are subject to credit underwriting, approval, and a fully executed contract.

For more information, please contact Trish Malone, Dir. Financial Programs at:
tmalone@us.medical.canon or +1 714 669 1226

ULTIMAXFPD/PF/OTC.000

ULTIMAX-I MULTIPURPOSE X-RAY SYSTEM 17"X17" FPD WITH PULSE FLUORO AND OVERHEAD TUBE CRANE

The Ultimax-i multi-purpose FPD system adapts to meet you and your patients' needs today and for the years to come. This highly versatile X-ray system is capable of performing a wide range of procedures from within a compact R/F room space, providing you more value and versatility per square foot. This system is capable of supporting a variety of procedures in areas such as fluoroscopy, vascular, urology, pain management, G.I. studies, orthopedics, and more. This system provides further enhanced clinical flexibility with the overhead tube crane and wall stand.

The Ultimax-i has an ergonomic design to help you prioritize safety and support. Its multidirectional C-arm provides the unique angles that only a C-arm based system can provide and allows the system to work around the patient's position, enabling you to maintain patient stability and improved patient and operator access. The adjustable height and tilt table is able to be positioned both horizontally and vertically and achieve low to the ground positions for unparalleled accessibility.

The Ultimax-i integrates the comprehensive suite of dose management technology of a high end interventional X-ray lab to provide users with the latest dose management features to help reduce exposure to both patient and operator without compromising image quality.

The Ultimax-i also comes with the innovative Harmony digital system for all-digital acquisition, processing and storage. This system provides true multi-tasking capabilities for faster exams and higher throughput with easy-to-operate controls.

STANDARD SYSTEM COMPONENTS

- Adjustable height and tilt table
- Multidirectional C-arm
- 17"x17" Cesium Flat Panel Detector
- Harmony digital processor
- Triple-focus X-ray tube 1200 kHU (0.3/0.6/1.0)
- High-frequency 80 kW generator with pulse fluoro
- 21" LCD control room monitor
- 19" color monitor
- Liquid Metal Bearing Tube
- Remote & local control consoles
- Collimator with light

KEY FEATURES

Dose Management

Ultimax-i comes standard with a comprehensive suite of dose management technology providing the latest in dose management features for both patient and operator without compromising image quality.

- Digital image acquisition and processing for quick processing, editing and storing of images.
- Tantalum Filter helps eliminates low-energy X-rays and decreases the high-energy X-rays that create scatter.
- Removable Anti Scatter Grid can be utilized during sensitive low-scatter situations.
- 3 variable dose modes are available during fluoroscopy, including 100%, 60%, or 40%, based on the required exposure dose and can be changed with just the push of a button.
- Grid pulse fluoro reduces unnecessary patient exposure by reducing X-ray exposure that doesn't contribute to the diagnostic image.
- Remote control console can be utilized to minimize exposure to the operator by operating the system safely from the control room.
- Super Noise Reduction Filter (SNRF) enables clinicians to achieve significant noise reduction while maintaining high temporal resolution.
- Advanced Digital Compensation Filter (ADCF) provides real time enhancement of fluoroscopic images to obtain optimum image quality under the most difficult circumstances.
- Last Image Hold (LIH) displays the last fluoroscopic image for review without further exposure.
- Virtual collimation lets you position the collimator using LIH without fluoroscopy use.
- Prospective and retrospective fluoro record/store can be used to replace digital acquisition (DA) resulting in significant dose reduction.
- DAP meter to accurately measure radiation exposure.

Local and Remote Control Consoles

Identical integrated local and remote control consoles come standard and help put the power back in the hands of the operator with positioner and X-ray generator controls. Some of the user-friendly controls include:

- Set desired C-arm position with one touch
- Register and reproduce C-arm angles with auto-memory
- Permanently store clinically preferred sequences with auto-positioning
- Control the field size of the FPD
- Set the collimation and both tantalum and aluminum compensation filters
- Perform image processing and playback
- Select fluoroscopy mode
- Switch the FPD from AP to the PA position and back with one touch
- Display tilt angle, LAO/RAO angle, CRA/CAU angle, SID, and C-arm vertical position

Harmony Digital Imaging System

This all-digital acquisition, processing and storage system improves throughput, shortens exam times and reduces the costs of film, handling and storage associated with conventional radiography. The system increases access to fluoroscopic and radiographic images and speeds critical information to the point of care.

Other Features

- Single or serial digital spot imaging with acquisition rates up to 15 FPS at 1024x1024 x 16-bit
- Digital processor equipped with a comprehensive package of image-processing features
- DICOM print and store

Specifications:

- Windows 7 platform
- 70,000 image storage capacity for 1024 x 1024 14 bits or 16 bits

X-ray Tube and Flat Panel Detector Warranty

All X-ray tubes and flat panel detectors carry a twelve month non-prorated warranty.

- Initial 12 months - free replacement
- If a tube fails within the first 12 months, it will be replaced at no cost to the customer.
- The replacement tube will carry the free replacement warranty for the remainder of the 12 months from the time of the first installation.

EQUIPMENT DESCRIPTION

High-Frequency Inverter 80 kW Generator with Pulse Fluoro

The Ultimax-i features a powerful 80 kW generator giving you the power to produce the images you need. The generator can also perform grid pulsed fluoro at a rate of 1, 2.14, 3.75, 7.5, 15 fps which helps eliminate leading and trailing edge soft radiation to the patient's skin.

The color LCD touch panel provides intuitive display for optimum generator control including table selection of pulse fluoro and manual control of kV, mA, and time or kV and mAs. The generator also has pre-programmed techniques for automatic exposure control (AEC) and anatomically programmed radiography (APR) with user-programmable keys.

Other Features

- Single-cabinet design with high-voltage transformer inside
- Microprocessor X-ray control with semi-conductor inverter power system
- Grid-pulse fluoro generator control
- High-voltage transformer

- High-speed starter
- Auto-calibration
- Self-diagnostic function
- Automatic tube-voltage regulator (ATR) automatically tracks fluoroscopic kV to set optimum level

Specifications

- Fluorography ratings:
 - 1,000 mA at 80 kV
 - 800 mA at 100 kV
 - 630 mA at 125 kV
 - 500 mA at 150 kV
- Fluorography kV range: 40 to 150 kV in 1 kV steps
- Fluorography mA range: 25 to 1,000 mA in 20 steps
- Maximum serial exposure rate: (Requires Optional Software)
 - DA max 15 exposures per second
 - DSA max 7.5 exposures per second
- Fluorography continuous kV range: 50 to 120 kV in 1 kV steps
- Fluorography continuous mA range: 0.5 to 4.0 mA in 0.1 mA steps
- Pulsed fluoroscopy kV range: 50 kV to 115 kV
- Pulsed fluoroscopy mA range: 10 mA to 100 mA
- Pulsed fluoroscopy rate: 1, 2.14, 3.75, 7.5, 15 fps
- Input voltages: three phase, 200/220/380/400/415/440/480 VAC

17"x17" Cesium Flat Panel Detector

The large 43 cm x 43 cm / 17" x 17" flat panel detector is the foundation for flexibility. The detector provides 4 FOV levels, a fine pixel pitch of 148 microns, and a large dynamic range of up to 65,536 gray levels (16 bits) which enables more coverage and high-resolution imaging capabilities for improved visualization.

Tilting Table

The height adjustable table has a range from 52 cm to 130 cm / 20.5" to 51" which allows for easy patient transfer and adjustable working height. Prioritize staff and patient safety, with low-to-the-ground transfer positions. The adaptable Ultimax-i table can be tilted +/-89 degrees to a horizontal or vertical position which may be ideal for those with mobility concerns. The extra wide 60 cm / 24" table also helps in supporting a larger patient population.

Specifications

- 60 cm / 23.62" wide and 231 cm / 90.94" long
- Maximum table weight limit is as follows in regards to the maximum table weight, patient weight, and accessories' weight.
 - Tilting or head-down tilting: 401 lbs / 352 lbs / 48 lbs
 - Horizontal position: 548 lbs / 500 lbs / 48 lbs
 - With urological accessories mounted: 374 lbs / 297 lbs / 77 lbs

- CPR support: 725 lbs / 500 lbs / 224 lbs
- Tilts +/- 89 degrees
- Minimum horizontal patient loading/unloading table height:
 - 52 cm / 20.47" (PA)
 - 53 cm / 20.86" (AP)
- Table elevator movement range (from floor to tabletop in RAO/LAO = 0, CRA/CAU=0):
 - 80 cm to 130 cm / 31.49" to 51.18" (PA)
 - 78cm to 130 cm / 30.70" to 51.18" (AP)
- Transverse table movement of 48 cm / 18.89" (28 cm / 11" operators side and 20 cm / 7.87" gantry side)
- Vertical movement up to 29 cm / 11.41" to C-Arm center
- Removable footrest that can be positioned on either side of the table
- Touch switches and safety interlocks incorporated into the design

C-Arm

The Ultimax-i multidirectional C-Arm works around the patient to provide unrivaled diagnostic views while keeping the patient is in a single stable position.

Features

- Move the tube above or below the patient (AP to PA) with just the push of a button
- Rotation in multiple directions for extreme flexibility
- Extended longitudinal movement for head to toe patient coverage

Specifications

- Longitudinal movement
 - 52 cm to 215 cm / 20.47" to 84.64" PA
 - 67 cm to 215 cm / 26.37" to 84.64" AP
- Rotation cranial/caudal movement (CRA/CAU)
 - AP CRA/CAU: CRA of 45 to 0 degrees to CAU of 45 degrees
 - PA CRA/CAU: CRA of 45 to 0 degrees to CAU of 45 degrees
- Speed: 4 to 12 degrees per second, variable
- Sliding (RAO/LAO movement):
 - RAO of 90 to 0 degrees to LAO of 41 degrees
- Speed: 5 to 15 degrees per second, variable
- Vertical movement of the FPD: 35 cm (not independent in AP)
- SID:
 - 88 cm to 123 cm (AP)
 - 88 cm to 123 cm (PA)

Standard Accessories

- Short hand grips
- Long hand grips
- Shoulder rests
- Tabletop mat

- Adjustable footrest
- Microphone kit
- Exam room footswitch
- Compression cone
- CPR table support

Image Maker Express

The Image Maker Express is a marketing support online resource designed exclusively for our customers that helps you create outreach programs to generate awareness about your imaging services.

- Includes positioning and messaging guides to help you strategize your communications efforts and tactics
- Contains product information, ready-to-use collaterals, and ideas for creating custom materials to promote your new imaging capabilities

Image Maker Express gives you access to:

- Product images
- Clinical images
- PowerPoint presentations
- Sample brochures
- Sample press releases
- Marketing strategy tutorials

**Offerings may vary per product*

Build demand by:

- Sending a press release
- Developing a strategic plan
- Creating brochures
- Finding tips on effective presentations

APPLICATION TRAINING

Each system includes a two phase education program and the industry exclusive Performance Pro guarantee.

Performance Pro is a unique approach to education utilizing blended learning with the promise of technical proficiency and optimal productivity. If for any reason the customer is not satisfied with any portion of the training, Canon Medical Systems will conduct that portion of the training again, at no charge.

Phase II: Two consecutive weeks, thirty-two (32) hours each week, of on-site education will be provided at the customer facility during system go-live. This training is provided for up to four (4) imaging professionals, to focus on maximizing imaging techniques, protocols and system operation. Training is scheduled consecutively, Monday through Friday, with Monday mornings and Friday afternoons scheduled as travel time for the applications specialist.

CE credits are earned by participants that attend the Phase II training event in its entirety.

Phase III: An additional thirty two (32) hours of on-site education will be provided for the same four (4) imaging professionals, which participated in Phase II training, approximately 6-8 weeks following installation to optimize staff proficiency and system productivity.

Note: Canon Medical Systems personnel are not responsible for imaging patients, patient safety, any actual patient contact, or operation of equipment during education sessions. Canon Medical Systems will only demonstrate proper equipment operation.

The training is offered to the Customer at no charge, providing that it is completed no later than one (1) year after the warranty start date.

Additional onsite training is available for purchase.

Applications support is available by phone on the toll-free ASSIST line, 1-800-521-1968

COMPONENT SUMMARY:

<u>PART NUMBER</u>	<u>QTY</u>	<u>DESCRIPTION</u>
	1	MULTIPURPOSE X-RAY SYSTEM 17"X17" FPD WITH PULSE FLUORO
	1	LCD FLAT-PANEL COLOR MONITOR 21 FOR FOR XR/VL SYSTEMS ONLY <ul style="list-style-type: none">• 21.3" LCD monitor• 1600x1200 display matrix• 420 cd/m² luminance (typical)
	1	19" GRAYSCALE MONITOR
	1	CD-R / DVD-R / DICOM VIEWER <ul style="list-style-type: none">• Compatible with Harmony Imaging System• Image storage for CD-R or DVD-R
	1	RAW DATA BACKUP KIT <p>This option is a software that enables backup storage of exam images. Recommended USB drive that is compatible with option is TOSHIBA 64GB USB flash drive (TNUA064G).</p>
	1	ULTIMAX INSTALLATION KIT
	1	BASE PLATE FOR 19" LCD DESKTOP MONITOR
	1	TABLE/ADJUSTMENT DEVICE
	1	FLUORO RECORD <p>LFH package enables up to 512 frames of the most recent fluoroscopic images can be temporarily stored in memory. These frames can be transferred to the hard disk during post-processing.</p>
	1	LOCAL CONTROL CONSOLE <p>This feature provides a Joystick-type local control console cart which is installed in the examination room. A reference monitor can be mounted on local control cart for viewing by the clinician. The local control console is equipped with operational controls for the table and the X-ray high-voltage generator.</p> <p>Note: The TV monitor is not included and cannot be used with the dual style cart or dual suspension configuration.</p>
	1	LOCAL KEYPAD FOR LCF-30C

1 EXAM ROOM OR CONTROL ROOM FOOTSWITCH FLUOROSCOPY AND FLUOROGRAPHY

Footswitch for radiography and fluoroscopy functions. It is placed on the floor inside the examination or operation room.

1 MOTORIZED COMPRESSION CONE

Motorized compression cone device mounted on the C-arm that is used to compress the abdomen during fluorography and contrast imaging of the digestive tract. Can be used in both the AP and PA positions. This device is composed of a compression cone and a barium cup holder for the AP position and a holder that is mounted to the tabletop.

1 EXAMINATION ROOM MICROPHONE KIT

Exam room microphone that enable voices and other sounds transmitted to the control room using a highly sensitive microphone. The volume and bass/treble can be adjusted.

1 OVERHEAD TUBE CRANE PACKAGE**1 OVERHEAD TUBE SUPPORT PACKAGE FOR ULTIMAX****Overhead X-Ray Tube and Conveyor**

- 300 kHU X-ray tube with 0.6 and 1.2 mm focus
- Tube rotation of vertical axis: $\pm 180^\circ$
- Tube rotation of horizontal axis: $+150^\circ$ to -180°
- Telescopic column assembly with vertical travel of 5' 5"
- 360-degree user handle for improved ergonomics and positioning
- User friendly display/interface

Note: OTC is intended to be used with DREX-UI80/U4 model or higher.

1 CEILING RAIL INSTALLATION BLOCK

DSR-2040A/W1

1 CEILING RAIL (LATERAL: 2000 MM, LONGITUDINAL: 4400 MM)**1 CUSTOMER WILL PROVIDE THEIR OWN DR PACKAGE**

Customer will provide their own digital radiography package to be used with the X-Ray system.

By selecting this option, the customer agrees that the customer and/or third party vendor will be responsible for the installation of the digital radiography package and for making necessary adjustments and calibrations as needed.

The customer and/or third party vendor will be responsible for providing repair, maintenance, support and training of the digital radiography package for the duration of the equipment lifecycle.

HDRK-MPPS

- 1 DICOM MPPS AND MWM**
Provides query functionality of patient exam information from a DICOM compliant HIS/RIS.

Includes:

- DICOM print and store
- DICOM MWM (HIS/RIS) and MPPS

GD76W-1TS25

- 1 MAVIG CEILING SUSPENSION FOR 1 LCD MONITOR WITH 2.5M TRACK, COLUMN, AND TROLLEY**
The Mavig ceiling track mounted single monitor suspension with 2.5M track, column, and trolley supports a load of up to 34.0 kg (75.0 lbs) with a flexible spring arm and internal cabling.

- Standard length of ceiling column: 300 mm
- Ceiling tracks lengths: 2500 mm

Note: Monitor is not included with this item

ADD-CLR-MON-SUSPENSION.100

- 1 19" COLOR MONITOR AND CABLING FOR A MONITOR SUSPENSION**

- 1 19" COLOR MONITOR**

RF-DIGITAL-WS-L.100

- 1 VERTICAL STAND KIT DR-R BUCKY ROTATION, LEFT LOAD**

- Vertical travel: 60.0" (153 cm)
- Minimum center pixel-to-Floor Distance: 13.75" (35 cm)
- Features the exclusive "EZ-GLIDE" Hand control for easy and precise movement
- FAIL-SAFE electromagnetic vertical braking system and integral counterbalancing ensure safe, easy use
- Rotating Bucky tray handles the wireless 14" x 17" DR cassette which allows for quick and easy positioning from portrait to landscape and can be used with the system for manual collimation only.

- 1 VERTICAL WALL STAND, LEFT-HAND**

ACCY-PNL-2

- 1 ACCESSORY STORAGE RACK**

MF XK-LSP

- 1 LASER PROJECTOR FOR UNDER-TABLE TUBE**
Indicates the center of the X-ray exposure field as the intersection point of two projected laser beams. Can only be used when the system is in the PA position.

XBUM-KNEE.100

- 1 LEG SUPPORT KIT**

1877A421

1P-UPS-
ULTIMAX.100

- 1 **STIRRUPS (KNEE CRADLES)**
Pair of knee cradles that can be attached to the tabletop rails.
- 1 **WIRED/DETACHABLE CABLE FOR CXDI WIRELESS DETECTOR**
- 1 **SINGLE PHASE UPS KIT FOR ULTIMAX-I**
- 1 **UPS CONNECTION KIT**
- 1 **SINGLE PHASE UPS FOR IMAGE PROCESSOR**
- 1 **DE-INSTALLATION OF CUSTOMER'S EXISTING SYSTEM BY CANON MEDICAL SYSTEMS**

OPTIONS

XA-664B.100

ADVANCED ANGIO PACKAGE INCLUDING REFERENCE MONITOR SUPPORT KIT AND MONITOR

TIMS2000/3.100

TIMS 2000 DIGITAL VIDEO RECORDER KIT

TIMS 2000 SP Digital Video Recorder with direct connection to Kalare RF System or Ultimax RF System to provide real time dynamic capture, record and review of images. Designed to improve workflow and productivity, especially for those in speech pathology and endoscopy applications.

- Includes advanced workflow and productivity features
- Stop watch timer for timing swallow events
- Advanced labeling for swallow consistencies
- Simple & powerful editing
- Direct connection capture of live fluoroscopic images
- High resolution image recording up to 30 fps
- Touch Screen monitor for easy review and playback
- Audio package for recording case study information
- Images can be recorded on CD/DVD/USB and sent to PACS
- Includes Trigger Kit and Video Cables
- Includes applications training
- Including a high quality Rubbermaid Medical Cart

061000-3040

TIMS DICOM REVIEW SOFTWARE

TIMS DICOM Review Software (option) allows studies to be sent from the TIMS 2000 SP workstation in the fluoroscopy room to any computer in the speech pathology lab or speech pathologist office.

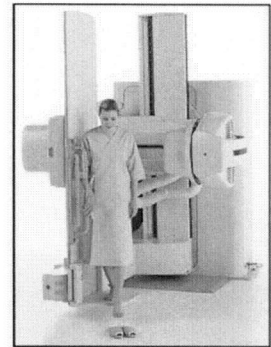
- Provides remote review & analysis with full TIMS 2000 SP functionality (except study capture)
- Frees the fluoro room immediately for the next patient
- Studies can then be edited & reviewed at any time outside of the fluoro room
- Annotate studies with swallow consistencies
- Time swallow events
- Burn studies to CD/DVD/USB
- Send studies, or portions of studies, to PACS
- Review studies with the patient or the patient's family at any time

Ultimax-iTM

Overview Procedure Capability

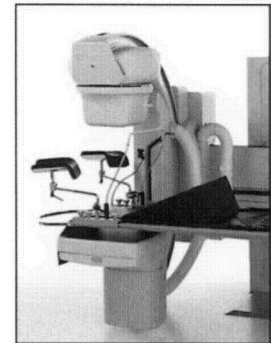
RF Procedures:

- Barium Swallow
- Modified Ba Swallow
- Esophogram
- Upper G.I.
- Small Bowel Follow Through
- Enterocolysis
- Barium Enema
- Cystogram
- Urethrogram
- Sialogram
- Hysterosalpingogram
- Myelogram
- Arthrogram
- Joint Injections/Aspirations
- Pain Management Injections
- ERCP



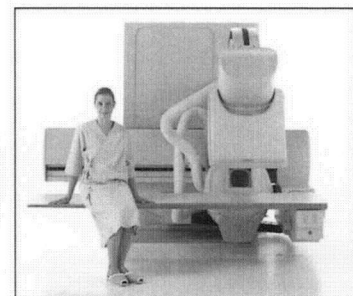
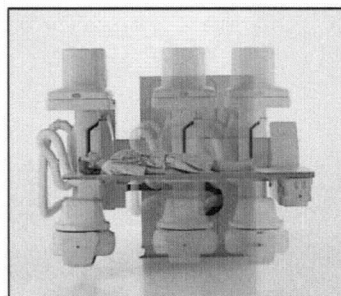
IR Procedures (without angio package)

- G/GJ/C-Tube Placement
- NG Tube Placement
- Central Venous Line Placement
- PICC Placement
- Portacath Placement
- Dialysis Cath Placement
- Percutaneous Biliary Placement
- Biliary Stenting
- Percutaneous Nephrostomy
- Urteral Stenting
- Abscess Drainage
- Plueral Drainage
- Chest Tube Placement
- Kyphoplasty / Vertebralplasty
- Discogram



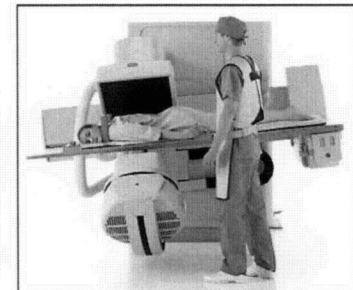
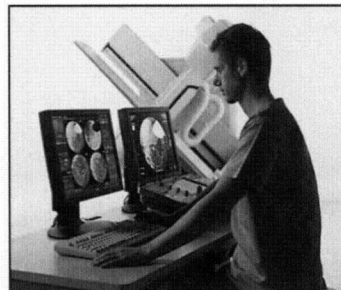
IR Procedures (with angio package, DSA, Roadmapping, Reference Imaging)

- Diagnostic Angiography Head to Toe
- Peripheral Angioplasty / Stenting
- TACE (no Cone Beam CT)
- SIRT (no Cone Beam CT)
- Vessel Embolizations
- Uterine Artery Embolization
- T.I.P.S.
- Fistulagram
- Venograms
- IVC Filter Placement / Retrieval
- G.I. Bleed Diagnostic / Embolization



DR Imaging: (with OTC and wallstand)

- DR Imaging Capabilities
- C-arm 17x17 DR Panel
- Wallstand 14x17 wireless DR Panel
- Extremities
- Table and Upright
- Integrated Workstation



MAINTENANCE SERVICE AGREEMENT



CONTRACT NUMBER: **HGH-RF_01-01B**

CUSTOMER PO#:

TYPE: NEW - POINT OF PURCHASE SALES AE: AK

CUSTOMER LOCATION:
Humboldt General Hospital
118 E. Haskell St.
Winnemucca, NV 89445

BILLING ADDRESS:
Humboldt General Hospital
118 E. Haskell St.
Winnemucca, NV 89445

WARRANTY LENGTH: 12 Months
CONTRACT LENGTH: 48 Months - Post Warranty

START DATE: TBD
START DATE: TBD
END DATE: TBD
END DATE: TBD

SERVICE AGREEMENT PRICE:

MONTHLY \$ 5,482.03 ANNUALLY \$ 65,784.33

PAYMENTS ARE MADE 30 DAYS IN ADVANCE AS FOLLOWS (PLEASE CHOOSE ONE):

MONTHLY _____ **ANNUALLY** _____

Turn-Key Medical, Inc. agrees to inspect, adjust and maintain for the customer, subject to the terms and conditions set forth on the face and back of this Agreement, the equipment listed below or on the attachment, if any. Any changes to system configuration or services coverage noted in this agreement will require a revised Maintenance Service Agreement.

COVERAGE DETAILS

SERVICE COVERAGE TYPE: Parts - Labor - PM - Glassware (Tubes)
PM SCHEDULE: Semi-Annual
COVERAGE HOURS: 8:00 AM - 5:00 PM M-F, Excluding Federal Holidays
RESPONSE TIMES: 30 Minutes Phone Response - 4 Hours On-Site Response
UPTIME GUARANTEE: 98%
LABOR AND TRAVEL CHARGES: Labor and Travel rates outside of coverage hours will be:
 Standard Overtime - 1/2 regular hourly rate - Premium Overtime - regular hourly rate

EQUIPMENT INFORMATION

SYSTEM ID #	EQUIPMENT DESCRIPTION	EFFECTIVE DATES	YEARS	ANNUAL	TOTAL
TBD	Canon Ultimax-I Multipurpose X-Ray System ** 17"x17" FPD with Pulse Fluoro & Overhead Tube Crane	TBD to TBD	4.00	\$ 56,084.33	\$ 224,337.32
TBD	Carestream DRX Retrofit Console for Canon Ultimax <i>Basic Software Refresh</i>	TBD to TBD	4.00	\$ 4,700.00 included	\$ 18,800.00 included
TBD	Carestream 3543C DRX-Plus Wireless Detector with Detector Protection Plan * (Non-discountable)	TBD to TBD	4.00	\$ 5,000.00	\$ 20,000.00
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
TOTALS				\$ 65,784.33	\$ 263,137.32

MISC. / ADDITIONAL:

* DRX Protection Plan covers drops and liquid damage
 * Replacement panel is at a fixed cost of \$5,000, with the return of the defective detector.
 This rider resets after each occurrence.
 ** GPO Pricing: INTALERE - VQ10220

EXCLUSIONS:

Supply Items & Batteries
 UIK-UPS (UPS CONNECTION KIT)


SVC QT#:/SLS QT#: 543536-1/134856-1; AK19-12-10-01

We are pleased to offer you the services listed in this agreement on the condition that the terms hereof are the exclusive terms of sales. This quotation supersedes all previous quotations for these services.
 This offer shall remain open for 45 days after the quotation date unless otherwise specified and is subject to change or withdrawal by Turn-Key Medical prior to acceptance.
 To accept this offer, please sign and return within the time period for acceptance.

CUSTOMER ACCEPTANCE:

Signature: _____
 Name: _____
 Title: _____
 Date: _____

TURN-KEY MEDICAL, INC.:

Signature: 
 Name: Mike Dingel
 Title: VP of Service
 Date: 12/9/2019

Siemens Medical Solutions USA, Inc.
 40 Liberty Boulevard, Malvern, PA 19355
 Fax: (866) 486-3602

SIEMENS REPRESENTATIVE
 Ricardo Jaramillo - (775) 219-0532

PRELIMINARY PROPOSAL

Customer Number: 0000012107

Date: 12/6/2019

HUMBOLDT GENERAL HOSPITAL DISTRICT
 118 E HASKELL ST
 WINNEMUCCA, NV 89445

Quote Nr: 1-RJSP5U Rev. 0

Artis zee multi-purpose

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

Qty	Part No.	Item Description
1	14446018	<p>Artis zee MP -right (Trolley)</p> <p>The Artis zee MP right now features PURE(r). PURE adds smooth interaction to Siemens' smart technologies. It is designed to boost productivity and enhance outcomes for certain clinical applications while increasing image quality and reducing dose. The Artis zee MP is a multi-functional C-arm stand with right suspension (mounting) of the positioning table and display trolley with Live- and Ref-Monitors. The digital C-arm X-ray system for fluoroscopy as well as diagnostic and interventional angiography has an angio collimator and a high-resolution as40 flat detector The powerful 100 kW HF X-ray generator and MEGALIX Cat Plus X-ray tube (3-focus tube with flat emitter technology) are the prerequisites for excellent image quality. The C-arm and patient table are tiltable and height-adjustable units and can be moved relative to the patient in cranio-caudal and orbital direction. Isocentric object positioning is achieved through independent height adjustment of the tabletop, which can additionally be adjusted in longitudinal and transverse direction. Programmed system positions allow fast examination procedures. Digital acquisition technology and digital subtraction angiography with up to 7.5 f/s in 1k/12 bit matrix are available. The complete CARE+CLEAR package offers optimal image quality at the lowest reasonable dose.</p>
1	14432894	<p>Laser crosshairs</p> <p>Laser crosshairs integrated in the cover of the flat detector and tableside operation for easier, quicker and dose-saving positioning of the patient (with biplane systems only plane A).</p>
1	14432948	<p>Automap</p> <p>Automatic stand positioning depending on the selected reference image and automatic reference image selection depending on the stand positioning.</p>
1	14432905	<p>4P wireless footswitch inst. of cbl</p> <p>Wireless footswitch connection</p> <p>Note: Wireless replaces the wired connection.</p>
1	14432947	<p>Fluoro Loop</p> <p>Storage and review of dynamic fluoroscopic sequences. This saves an additional acquisition and helps to reduce</p>

PRELIMINARY PROPOSAL

Qty	Part No.	Item Description
		dose. The maximum storable fluoroscopic time is limited by the maximum DICOM file size of 4 Gbyte.
1	14432915	<p>2K acquisition</p> <p>Acquisition and storage of single images and series with a resolution of up to 4.76 megapixels (2480 x 1920) at up to 7.5 f/s.</p> <p>The 2k acquisition is valid for DR, DSA, 3D acquisitions and PERIVISION, and affects full format, Zoom 1, and Zoom 2.</p>
1	14440394	<p>DSA acquisition mode</p> <p>Digital Subtraction Angiography with frame rates of 0.5 to 7.5 f/s, including pixel shift, remask, roadmap, peak opacification for iodine contrast (MaxOpac), and CO2 contrast (MinOpac); adding of the anatomical background (landmark) from 0 to 100%.</p> <p>It also includes CLEARmap and CLEARmatch.</p>
1	14432916	<p>PERISTEPPING (native)</p> <p>Motorized stepping for real-time bolus chasing.</p> <p>C-arm stepping with ARTIS pheno and ceiling mounted systems, table stepping with floor mounted and biplane systems.</p>
1	14432943	<p>Vascular analysis</p> <p>Vessel analysis with determination of degree of stenosis, distance measurement and calibration.</p>
1	14446020	<p>Lower body radiation protection</p> <p>This radiation shield provides protection from scattered radiation.</p> <p>The radiation protection can be attached to the accessory rail.</p> <p>The detachable upper element with a height of 24 cm / 9.4" is slightly inclined by 30 degrees towards the patient.</p> <p>It includes a stationary radiation shield with a lead of 0.5 mm / 0.02" Pb equ (length: 77 cm / 30.3"; width: 50 cm / 19.7") and a detachable upper radiation shield (length: 35 cm / 13.8"; width: 49 cm / 19.3").</p> <p>Weight: 8.5 kg / 18.7lb</p> <p>Intended only for use with Artis zee MP.</p>
1	14440411	<p>Intercom - Comfort</p> <p>Intercom system for communication between examination room and control room.</p> <p>It includes</p> <ul style="list-style-type: none"> - a microphone with a control box for the control room - a microphone with an adaptive acoustic filter for background noise suppression for the examination room - a footswitch for conversation selection for the examination room
1	14440460	<p>Arm holder (pair)</p> <p>The patient's arms can be comfortably placed along the body using these two arm holders. They slide underneath the patient mattress and is held in position by the patient's weight.</p> <p>It includes two pairs of arm holders of different length (540 mm / 690 mm - 21.2" / 27.2") and height (85 mm / 115 mm - 3.35" / 4.53"), suitable both for thick and thin patient mattresses.</p> <p>Intended only for use with Artis / ARTIS tables.</p>
1	14446048	<p>Leg holder</p> <p>These supports are designed to hold the legs in position for gynaecological and urological examinations. They can be adjusted in height and are attached at the head end of the table by utilizing the mounting frame for the footboard.</p> <p>Includes one mounting frame and two footrests.</p> <p>Length: 58 cm / 22.8" (+ 13 cm / 5.1" with accessory rails)</p> <p>Width: 39 cm / 15.4"</p>

PRELIMINARY PROPOSAL

Qty	Part No.	Item Description
		Weight mounting frame: 7.2 kg / 15.9 lb Weight foot rests: 2.5 kg / 5.5 lb Maximum weight: 150 kg (330.69 lb). Intended only for use with Artis zee MP.
1	14446049	Foot holder In order to secure the patient in Trendelenburg positions of 20 degrees or more, foot holders are required in addition to the shoulder belt. The two leather foot holders are padded with felt. They are attached to the slots of the footrest. Maximum weight: 170 kg / 374.79 lb Weight: 0.6 kg / 1.32 lb. Intended only for use with Artis zee MP.
1	14446050	Shoulder belt In order to secure the patient in Trendelenburg positions of 20 degrees or more, a shoulder belt is required in addition to the foot holder. The radiolucent, fiber-reinforced plastic belt can be adjusted to the patient's size. It is attached directly to the tabletop. Includes one belt. Length per strap: 2400 ± 10 mm / 94.5" ± 0.4" Width: 48 mm / 1.9" Maximum weight: 170 kg / 374.8 lb Intended only for use with Artis zee MP.
1	14440472	Handle This handgrip gives the patient a feeling of security when the tabletop is tilted. It includes a handgrip with mounting mechanism for the tabletop. Grip height: 10 cm / 3.9" Maximum weight lengthwise: 64 kg / 141.1 lb Maximum weight laterally: 10 kg / 22.05 lb Weight: 0.5 kg / 1.1 lb Intended only for use with Artis / ARTIS tables.
1	14440474	Body strap set Can be used to secure patient to the patient table and to compress patient anatomy. It consists of two belts with Velcro straps (l x w: 185 cm x 10 cm / 72.8" x 3.94"). Intended only for use with Artis / ARTIS tables.
1	14434231	Sec. operation in the control room Interface for connecting the additional system control from the control room. Rail profile for hanging control modules (e.g. the table module) in the control room. Safety button for switching off all system functions from the control room.
1	14440507	Secondary System Control (C Room) Touchscreen control with a multi-functional joystick for the selection of the organ programs, operation of the imaging system, including post-processing and quantification

PRELIMINARY PROPOSAL

Qty	Part No.	Item Description
1	14440508	Secondary Device Control (C Room) Additional control module, monoplane, for all functions of the C-arm movements and multileaf collimator. For both acquisition planes for a biplane system.
1	14440509	Secondary Table Control (C Room) Second control module to remote-control the patient table in the examination room. Table control within the degrees of freedom supported by the motor drive. (Release knob in connection with the standard table; joystick in connection with the OR table, the table with tilting and the table with stepping).
1	14440510	Secondary Hand Switch Ctrl (C Room) Additional hand switch for radiation release and additional control functions.
1	14432917	DICOM Print Provision of DICOM Print service for connection to a laser camera or a network printer (postscript-capable).
1	14432950	DICOM RIS-Modality Worklist Import of patient/examination data from an external RIS/HIS patient management system with DICOM MWL (Modality Worklist).
1	14455597	Customer documentation - 2nd copy Second operator manual
1	AXA_INITIAL_28	Initial onsite training 28 hrs Up to (28) hours of on-site clinical education training, scheduled consecutively (Monday - Friday) during standard business hours for a maximum of (4) imaging professionals. Training will cover agenda items on the ASRT approved checklist. Uptime Clinical Education phone support is provided during the warranty period for specified posted hours. This educational offering must be completed (12) months from install end date. If training is not completed within the applicable time period, Siemens obligation to provide the training will expire without refund
1	AXA_FOLLOWUP_24	Follow-up training 24 hrs Up to (24) hours of follow-up on-site clinical education training, scheduled consecutively (Monday - Friday) during standard business hours for a maximum of (4) imaging professionals. Uptime Clinical Education phone support is provided during the warranty period for specified posted hours. This educational offering must be completed (12) months from install end date. If training is not completed within the applicable time period, Siemens obligation to provide the training will expire without refund.
1	AXA_FOLLOWUP_12	Follow-up training 12 hrs Up to (12) hours of follow-up on-site clinical education training, scheduled consecutively (Monday - Friday) during standard business hours for a maximum of (4) imaging professionals. Uptime Clinical Education phone support is provided during the warranty period for specified posted hours. This educational offering must be completed (12) months from install end date. If training is not completed within the applicable time period, Siemens obligation to provide the training will expire without refund.
1	AXA_PURE_ESSCL	AX Artis PURE Essential Class Tuition for (1) imaging professional to attend Siemens class at Siemens Training Center. The Artis PURE Essentials Course is a 3.5-day classroom course beginning on Tuesday at 8:30 a.m. and ending on Friday at 12:00 p.m. It is designed to provide the participant with an in-depth knowledge of the essential functions of the Artis system as well as the skills needed to perform these functions. Through the use of demonstrations, lectures, and hands-on lab experience using an Artis system, participants will learn Artis system principles and workflows of patient examinations. Additionally, participants have the opportunity to meet other users and share their experiences and solutions to various challenges of the IR, cath lab, and the Hybrid OR environment. This class includes lunch, economy airfare, and lodging for (1) imaging professional. All arrangements must be arranged through Siemens designated travel agency. 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	AXA_ECLASS	e.class-Virtual Instructor Led Training AXA_ECLASS Tuition for up to (4) imaging professionals to participate in a Siemens instructor led virtual class. The virtual setting allows the participant to benefit from classroom training without the need to travel to a Siemens training center. This educational offering must be completed (12) months from install end date. If training is not

PRELIMINARY PROPOSAL

Qty	Part No.	Item Description
		completed within the applicable time period, Siemens obligation to provide the training will expire without refund.
1	EPW935515UPS	Eaton Powerware 9355 15 kVA UPS
	S	Includes UPS, battery, maintenance bypass panel, and one year on-site parts and labor coverage (24x7) by Eaton Powerware. This UPS is recommended when protection and uninterruptible power is required for the Artis' C-arm and table. Emergency fluoroscopy is not available with this UPS. If emergency fluoroscopy is required, the 9390 - 160 kVA UPS is recommended for the full system. One UPS per lab.
		Additional seismic brackets are required to make this system OSHPD approved.
1	PWR10300419	Eaton9355/15 kVA UPS Seismic Kit
	45501	The Powerware 9355 UPS Seismic Kit protects the UPS and Extended Battery Modules (EBMs) through Zone 4 seismic activity, based on NEBS GR-63-CORE Seismic Zone 4 Testing.
1	PW103004896	9355/15 kVA Transformer Siesmic kit
	AXA_RIG_ZEE	
1	SP_STD	Standard Rigging zee SP
	AXA_ADDL_RI	
1	GGING	Additional Rigging AXA

Quote Nr: 1-RJQ658 Rev. 0

Ysio Max Overhead 3D

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

Qty	Part No.	Item Description
1	14448926	Ysio Max
		Ysio Max is a complete family of digital radiography solutions that recognize the individuality of your clinical imaging routine and can be perfectly tailored to match your imaging requirements. Different optional levels of system automation and remote control enable a perfect balance of patient focus and economic success.
		This universal digital radiographic workplace for skeletal radiography of the recumbent, standing or seated patient utilizes up to four permanently installed or wireless flat detectors.
		The syngo FLC digital one-stop workflow from patient registration to image documentation offers fast and easy operation for consistent exam settings and a consistent image impression*.
		Following items are included in the standard delivery:
		- Optitop tube
		- 65 kW generator
		- Keyboard/Mouse
		- Grid holder
		- Storage capacity: 10.000 RAD images
		- CD / DVD recorder
		* The description in the DICOM Conformance Statement downloadable from the Internet is exclusively binding for the functionality of the DICOM interface(s).
1	14448929	Bucky wall stand for MAX wi-D
		Floor-mounted Bucky wall stand with height-adjustable and tiltable detector tray for a MAX wi-D flat detector for

PRELIMINARY PROPOSAL

Qty	Part No.	Item Description
		digital acquisitions. With IONTOMAT three-field chamber and Bucky frame. Detector tray operated from the left/right side. Vertical height adjustment and detector tilt possible from both sides.
1	14436591	MAX wi-D Light - weight mobile, wireless 35 cm x 43 cm (14 x 17) detector with handle for comfortable and safe handling. The detector can be used with all other MAX systems based on the MAXswap feature. It can be charged automatically in the system's detector holder.
1	14436593	MAX wi-D Clip-on Grid 5/85 F115 Grid (5/85), f 115 cm Highly selective anti-scatter grid for scattered radiation reduction: - Pb 5/85 (grid ratio 5:1, 85 lines/cm) - Grid focusing for SID 115 cm (45)
1	14428861	Transparent grid 13/92, Universal Highly selective anti-scatter grid for scattered radiation reduction.
1	14448930	80 kW Upgrade An upgrade of the high-frequency X-ray generator from 65 kW to 80 kW power, to improve performance and expand the spectrum of possible applications.
1	14409330	19Color Flatscreen Display LCD color flat screen display with high luminance and extended field of view.
1	04434028	DICOM WORKLIST & MPPS Import of patient/examination data from an external RIS (Radiology Information System) /HIS (Hospital Information System) patient management system with DICOM MWL (Modality Worklist) as well as feedback on the examination status with DICOM MPPS (Modality Performed Procedure Step).
1	14407006	Caremax plus HS Integrated CAREMAX plus DAP meter for measuring the dose-area product (DAP) and/or standardized patient entry dose. Resolution 0.01 µGym ² .
1	XPRF_EDUOP TION1	Clinical Education & Training: Option 1 Siemens offers multiple options for clinical education and training on your new system. These options enable a more personalized approach to the introduction to system operation, features, and benefits and will help ensure that your technologists and physicians have the opportunity to engage in the level of training that best meets your current clinical needs and business objectives. The following items are the training and education modules essential for the operation of your new Siemens system and are recommended for technologists and/or physicians with prior knowledge and experience on the same or similar Siemens' system.
1	XPRF_INITIAL_ 24	Initial onsite training 24 hrs Up to (24) hours of on-site clinical education training, scheduled consecutively (Monday - Friday) during standard business hours for a maximum of (4) imaging professionals. Training will cover agenda items on the ASRT approved checklist. Uptime Clinical Education phone support is provided during the warranty period for specified posted hours. This educational offering must be completed (12) months from install end date. If training is not completed within the applicable time period, Siemens obligation to provide the training will expire without refund.
1	XPRF_REMOT EMAP	Remote Mapping Acceleration For new system mapping and/or database configuration, Siemens will work remotely to configure the provided information to help accelerate the transition to the new system. The correct RIS worklist must be provided by the customer in a format specified by Siemens to prepare the new parameters for loading into the new system. This educational offering must be completed the later of (12) months from install end or purchase date. If training is not completed within the applicable time period, Siemens obligation to provide the training will expire without refund.

Siemens Medical Solutions USA, Inc.
 40 Liberty Boulevard, Malvern, PA 19355
 Fax: (866) 486-3602

SIEMENS REPRESENTATIVE
 Ricardo Jaramillo - (775) 219-0532

PRELIMINARY PROPOSAL

Qty	Part No.	Item Description
1	XPRF_VFOLLUP	<p>Virtual Follow Up Consultation</p> <p>This virtual follow up consultation session is designed to reinforce essential clinical applications and workflow concepts following an onsite training event. Through direct communication with a clinical education specialist, there will be opportunity to review, discuss and receive recommendations on clinical practices using your Siemens system. One hour consultation session will be scheduled during standard business hours, Monday through Friday. This educational offering must be completed within 30 business days of onsite training event. If training is not completed within the applicable time period, Siemens obligation to provide the training will expire without refund.</p>
1	AXD_RIG_DIG RAD_STD	<p>Standard Rigging DigRad</p>
1	AS10847102	<p>Mobile detector holder for Max wi-D</p> <p>The versatile holder accommodates computed radiography (CR) cassettes and light portable DR Panels (including the max wi-D detector) with a total weight (including clip-on grid if required) of less than 4.3kg (9.5 lbs). The holder rolls on large locking castors and facilitates examinations in accident and emergency departments, in operating rooms and radiographic rooms. The heavy duty base gives a low center of gravity.</p> <p>Properties:</p> <ul style="list-style-type: none"> The holder is adjustable for height from floor level to 50 in (measured from its lower edge) The holder is counterbalanced for easy rising or lowering and can overhang the x-ray or operating table by 24 in. Supports detectors with a width of 9.6 to 21 in Maximum detector thickness 1.2 in (including clip-on grid if required) The holder can be turned & tilted and orientated to suit any examination position Effective locks keep the holder firmly in place
1	SY_PR_TEAM PLAY	<p>teamply Welcome & Registration Package</p> <p>teamply is a cloud-based network that brings together your imaging modality users, the systems' dose and utilization data, and the users' expertise to help you improve the delivery of care to your patients. Basic features are provided free of charge. Premium features (benchmarking, non-Siemens devices) are provided on a trial basis for three months at no charge, and may be used thereafter on a subscription fee basis.</p> <p>To register: http://teamply.siemens.com/#/institutionRegistration/1</p>
1	AXD_ADDL_RIGGING	<p>Additional Rigging</p>
1	AXD_MISC_MATERIAL	<p>AXD Miscellaneous Expense Material Custom Solution MP with Ysio Config \$28,000</p>

System Total: \$785,153

PRELIMINARY PROPOSAL

OPTIONS for Artis zee multi-purpose

All items listed below are OPTIONS:

Qty	Part No.	Item Description	Extended Price
1	BART700PEDL	<p>Mark 7 Arterion, Pedestal System</p> <p>The Arterion Mark 7 Pedestal contrast medium injector can be positioned anywhere at the patient positioning table on a mobile unit, for direct operation of all functions in the examination room.</p> <p>The injector system includes: A mobile pedestal stand with electronics unit, a contrast medium heater and a connection cable to the manual release. A support arm with injector head and a control lever for moving the injector head. A user control console with large touch screen and corresponding additional monitoring display on the injector head.</p> <p>Functions Pressure limitation: for 150 ml syringes 689 to 8273 kPa, corresponds to 100 to 1200 psi. .</p> <p>Flow rates for 150 ml syringes: 0.1 to 45 ml/s in increments of 0.1 ml/s 0.1 to 59.9 ml/min in increments of 0.1 ml/min rise/fall: 0 to 9.9 s in increments of 0.1 seconds</p> <p>Release delay for injection or radiation: 0 to 99.9 s in increments of 0.1 s.</p> <p>Adjustable volume for 150 ml syringes: 1 ml to the max. syringe capacity in increments of 1 ml.</p> <p>Fill rate: Variable syringe filling speed 1-20ml/s.</p> <p>Injection protocols: Up to 40 injection protocols possible.</p> <p>Parameters currently displayed on the touch screen display and on the head display: Injection speed Injection volume Remaining volume Injection duration Applied pressure</p> <p>Contrast medium heating: Nominal 35°C (95°F)+-5°C (9°F)</p> <p>Injection data memory</p>	+ \$27,067

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PRELIMINARY PROPOSAL

Qty	Part No.	Item Description	Extended Price
		Up to 50 injection data items stored	
		Included in the scope of delivery	
		Injector standard configuration 150 ml	
		SIEMENS interface cable	
		Operator Manual	
		Service manual (English).	
		Power supply	
		200 V to 250 V; 50/60 Hz.	
1	BINSART700P	Arterion Pedestal Install	+ \$1,545

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.

Siemens Healthcare is pleased to submit this Preliminary Pricing Proposal. A Preliminary Pricing Proposal is provided for planning purposes only; it is not contractually binding. To receive a contractually binding proposal for the Products listed above, inclusive of Terms, Conditions, and Warranty coverage, please contact your Siemens Healthcare Sales Representative.

Siemens Healthcare

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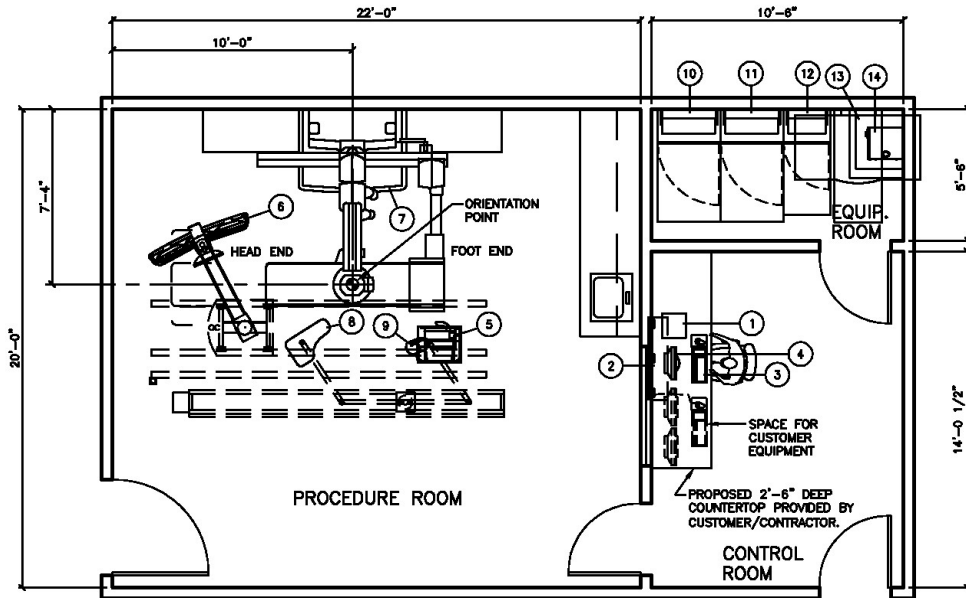
SIEMENS

ARTIS ZEE MULTI-PURPOSE TYPICAL ROOM PLAN



The intended use for this Cut Sheet is to communicate the spatial requirements as well as the basic architectural, electrical, structural, and mechanical requirements for this piece of imaging equipment. The information provided in this document is for reference only, during the pre-planning stage, and therefore does not contain any site specific detailed requirements. This information is subject to change without notice. Federal, state and/or local requirements may impact the final placement of the components. It is the customer's responsibility to ensure that the final layout and placement of the equipment complies with all applicable requirements.

ARTIS ZEE MULTI-PURPOSE TYPICAL ROOM PLAN



TYPICAL PLAN

SCALE: 1/8" = 1'-0"

EQUIPMENT LEGEND

NO	DESCRIPTION	SMS SYM	WEIGHT (LBS)	BTU/HR TO AIR	DIMENSIONS (INCHES)			REMARKS
					W	D	H	
①	ACE (ARCHIVE CONTROL EXTENSION)	⬡	13	N/A	12 1/4	11 3/4	4	MTD. ON CONTROL COUNTER
②	CONTROL ROOM DISTRIBUTOR	⊗	64	342	41 1/2	8 1/4	16 1/8	MTD. ON WALL
③	KEYBOARD	⬡	2.2	342	17 1/2	6 1/8	2 1/8	MTD. UNDER COUNTER OR ON CONSOLE
④	19" LIVE DISPLAY	⬡	15	256	16 1/2	8 1/4	13 1/2	ON COUNTER OR CONSOLE
⑤	TROLLEY FOR CONTROL MODULES	⊞	59	---	23	21	40	MOUNTED ON CASTERS
⑥	DCS 3 DISPLAY CEILING SUSPENSION	⊙	564	768	167	27 7/8	50 3/4	CEILING SUSPENDED
⑦	ARTIS ZEE MULTI-PURPOSE UNIT	⊙	4,459	---	---	---	---	FLOOR MOUNTED
⑧	UPPER BODY RADIATION SHIELD 4 M TRACK (OPTION)	⊖	196	---	---	---	---	TRACK MOUNTED
⑨	MAVIG LAMP (OPTION)	⊖	48	---	---	---	---	
⑩	POLYDOROS A100 (POWER UNIT 1)	⊙	662	3,413	31 1/2	17 1/8	87	FLOOR MOUNTED
⑪	CABLE CABINET	⊙	265	---	31 1/2	17 1/8	87	FLOOR MOUNTED
⑫	SYSTEM CONTROL CABINET	⊙	594	5,460	23 1/2	17 1/8	87	FLOOR MOUNTED
⑬	AXIS IMAGE SYSTEM	⊙	331	4,347	23 3/4	37 1/4	28	MTD. ON CASTERS
⑭	KLUVER COOLING UNIT	⊙	93	8,189	18 3/4	15 1/2	18 3/4	FLOOR OR SHELF MOUNTED

RESOURCE LIST (SMS USE ONLY)

DESIGNATION	PG NUMBER	DATE
ARTIS MULTIPURPOSE	AXA4-410.891.01.02.02	12.08
DCS (DISPLAY CEILING SUSPENSION)	AXA4-700.891.01.08.02	09.11

ARTIS ZEE MULTI-PURPOSE SPECIFICATIONS

MAGNETIC FIELD PRECAUTIONS	
THE PRESENCE OF MAGNETIC FIELDS IN THE VICINITY OF EQUIPMENT MAY HAVE AN ADVERSE EFFECT. IT IS THE CUSTOMER'S RESPONSIBILITY TO VERIFY THAT THE FOLLOWING VALUES ARE NOT EXCEEDED.	
MAXIMUM ALLOWABLE MAGNETIC FIELD	DEVICES
1.0mT (10 GAUSS)	COMPUTERS, MAGNETIC DISK DRIVES, OSCILLOSCOPES, PROCESSORS
0.5mT (5 GAUSS)	X-RAY TUBES, B/W MONITORS, MAGNETIC DATA CARRIERS, DATA STORAGE DRIVES
0.2mT (2 GAUSS)	SIEMENS CT SCANNERS
0.15mT(1.5 GAUSS)	COLOR MONITORS, SIEMENS LINEAR ACCELERATORS
0.05mT(0.5 GAUSS)	X-RAY IMAGE INTENSIFIERS, GAMMA CAMERAS, PET/CYCLOTRON, OTHER LINEAR ACCELERATORS
MAGNETIC FIELDS SHOULD BE MEASURED PRIOR TO DELIVERY	

POWER REQUIREMENTS	
WIRING SYSTEM:	480Y/277V, 3 PHASE, 5-WIRE, 60 HZ.
MINIMUM POWER SUPPLY:	
IF AN ON-SITE TRANSFORMER IS REQUIRED TO OBTAIN OPERATING VOLTAGE, IT MUST BE OF SUFFICIENT CAPACITY AND CHARACTERISTICS TO MAINTAIN SUPPLY VOLTAGE AND IMPEDANCE REQUIREMENTS (TRANSFORMER AND CONDUCTORS).	
X-RAY GENERATOR (PU1) MOMENTARY RATING: (RADIOGRAPHIC EXPOSURE)	162 KVA
X-RAY GENERATOR (PU1) LONG-TIME RATING: (FLUOROSCOPY)	8 KVA
SYSTEM CABINET (SC1) LONG-TIME RATING:	8.5 KVA
LINE IMPEDANCE	≤ 120 (mΩ)
POWER QUALITY PARAMETERS	
MAXIMUM LINE VOLTAGE VARIATION	±10% OF SYSTEM VOLTAGE
PHASE IMBALANCE:	2%
FREQUENCY VARIATION:	± 1 HZ
POWER SUPPLY NOTES:	
1. INCOMING POWER SUPPLIES FOR SIEMENS EQUIPMENT SHOULD BE DEDICATED (BACK TO SOURCE), ISOLATED AND INSULATED FROM ANY OTHER EQUIPMENT SUCH AS ELEVATORS, GENERATORS, HVAC SYSTEMS, ETC.	
2. SIEMENS HEALTHCARE REQUIRES THAT THE INCOMING POWER MEETS THE POWER QUALITY REQUIREMENTS.	

PACKAGING/TRANSPORT ROUTE REQUIREMENTS		
	SYSTEM	LIFT COLUMN
PACKAGING	L x W x H	L x W x H
OVERSEAS PACKAGING	103"x48"x86"	53"x38"x77"
HEAVIEST SINGLE PART		
WITHOUT TRANSPORT CARRIAGE	2,188 LBS.	1,875 LBS.
WITHOUT PACKAGING, WITH TRANSPORT CARRIAGE	2,496 LBS.	2,006 LBS.
OVERSEAS PACKAGING	2,782 LBS.	2,205 LBS.
MINIMUM DOOR OPENING/ CORRIDOR WIDTH FOR TRANSPORT	DOOR OPENING 45" CORRIDOR WIDTH 91"	
MINIMUM FREIGHT ELEVATOR SIZE FOR TRANSPORT	L x W x H 98"x45"x77"	L x W x H 72"x37"x73"

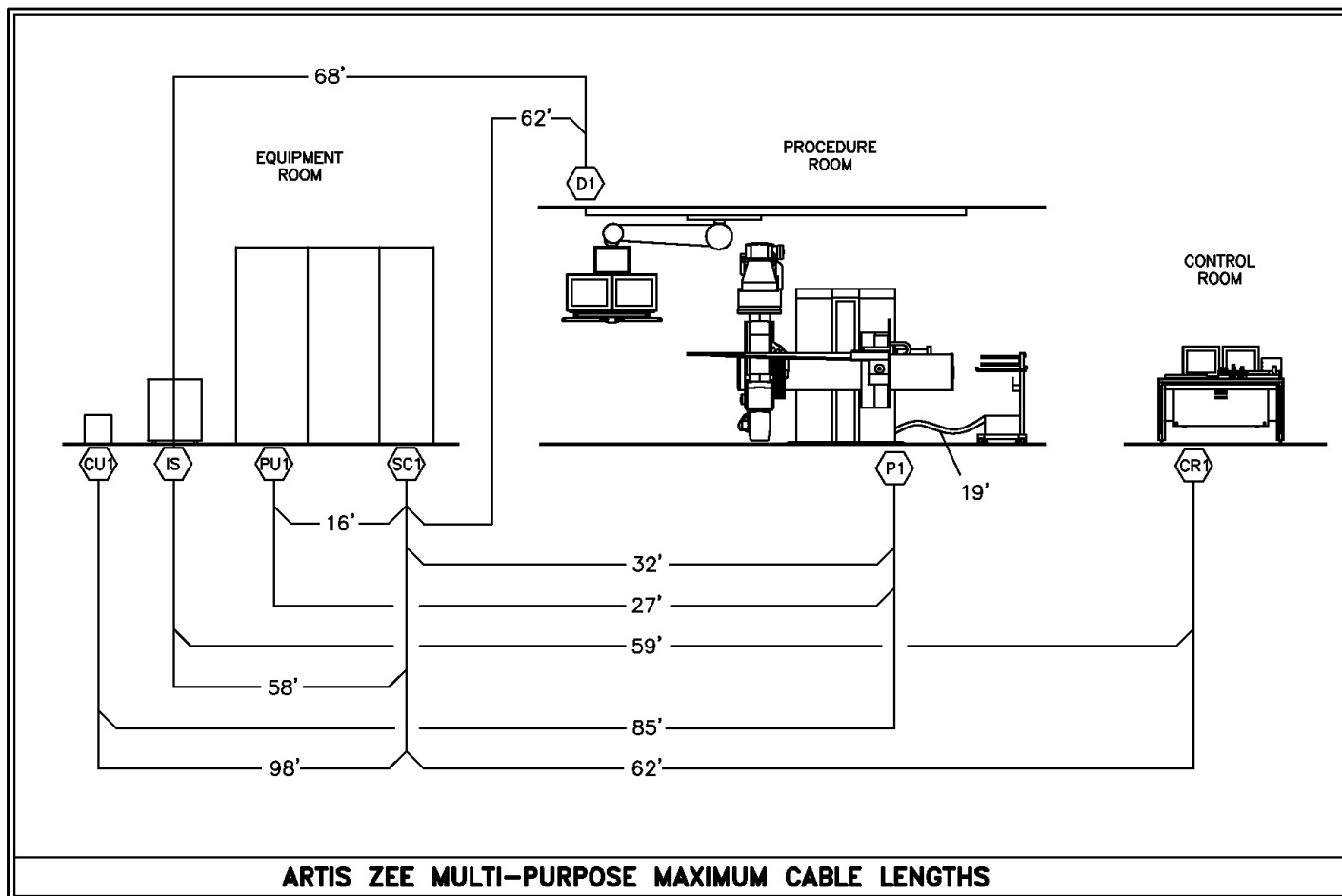
FOR MORE INFORMATION
FOR MORE DETAILED PLANNING REQUIREMENTS FOR THIS SYSTEM, SEE THE TYPICAL FINAL DRAWING SET NUMBER: TYPICAL # 08004

CEILING HEIGHT RANGE	RECOMMENDED CEILING HEIGHT
9'-1" - 10'-6"	9'-6 3/8"

ARTIS ZEE MULTI-PURPOSE SPECIFICATIONS

ENVIRONMENTAL CONDITIONS		
EXAMINATION AND CONTROL ROOM	TEMPERATURE RANGE:	59°F–86°F (RECOMMENDED TEMPERATURE 70°F) FOR SYSTEM WITH FLAT PANEL DETECTOR
	RELATIVE HUMIDITY:	20% – 75% NON-CONDENSING
AXIS IMAGE SYSTEM	TEMPERATURE RANGE:	50°F–95°F (RECOMMENDED TEMPERATURE 70°F)
	RELATIVE HUMIDITY:	20%–75% NON CONDENSING
	MAX. TEMP. GRADIENT:	18° F/HR
	AIR FLOW VOLUME:	371 CFM
	MAX. NOISE GENERATION:	53 dB(A)
POLYDOROS A100 GENERATOR	TEMPERATURE RANGE:	50°F–95°F (RECOMMENDED TEMPERATURE 70°F)
	RELATIVE HUMIDITY:	20%–75% NON CONDENSING
	MAX. TEMP. GRADIENT:	9° F/HR
	AIR FLOW VOLUME:	94 CFM
	MAX. NOISE GENERATION:	55 dB(A)
SYSTEM CONTROL CABINET	TEMPERATURE RANGE:	50°F–95°F (RECOMMENDED TEMPERATURE 70°F) FOR SYSTEM WITH IMAGE INTENSIFIER 59°F–86°F (RECOMMENDED TEMPERATURE 70°F) FOR SYSTEM WITH FLAT PANEL DETECTOR
	RELATIVE HUMIDITY:	20% – 75% NON-CONDENSING
	MAX. TEMP. GRADIENT:	9° F/HR
	AIR FLOW VOLUME:	294 CFM
	MAX. NOISE GENERATION:	48 dB(A)
KLUVER/LYTRON COOLING UNIT	TEMPERATURE RANGE:	41°F–86°F (RECOMMENDED TEMPERATURE 70°F)
	RELATIVE HUMIDITY:	FROST FREE
	AIR FLOW VOLUME:	647 CFM
	MAX. NOISE GENERATION:	55 dB(A) AT 50 HZ, 59 dB(A) AT 60 HZ
STAND WITH FLAT PANEL DETECTOR	MAXIMUM TEMPERATURE GRADIENT:	9° F/HR
	ATMOSPHERIC PRESSURE:	700hPa – 1040hPa
	SHOCKS:	MAXIMUM 10G/16MS
	VIBRATIONS:	MAXIMUM 0.1 G/10–200HZ

ARTIS ZEE MULTI-PURPOSE SPECIFICATIONS



TRANSPORT/STORAGE FLAT PANEL DETECTOR

IN SYSTEMS WITH FLAT PANEL DETECTORS, THE DETECTOR IS REMOVED FROM THE STAND FOR TRANSPORT TO THE CUSTOMER. THE LIMITED TRANSPORT AND STORAGE CONDITIONS APPLY FOR THE DETECTOR.

FLAT PANEL DETECTOR:

TEMPERATURE RANGE: 14° F TO 131° F
 RELATIVE HUMIDITY: 20% TO 95% NON CONDENSING
 AIR PRESSURE: 700 hPa TO 1060 hPa

Siemens Custom Solution

Artis Zee MP Fluoroscopy and Ysio Max Digital Radiography Overhead with MAX Wireless Detector

The Siemens Custom Solution is a customized room design that merges one or more Siemens imaging systems into one full functioning Room. Realizing the importance of space in an ever increasingly congested hospital environment, Siemens Custom solutions allow for siting of multiple systems into one space without compromise of function of either system, providing a more powerful and robust exam environment than typical Hybrid or Multi-Function systems.



Tackle Every Challenge...

Artis Zee MP and Ysio Max

Siemens Ysio Max: The most direct way to the image

Featuring exceptional capabilities, remarkable speed, and outstanding image quality, Ysio Max exceeds everything you'd expect from an X-ray system. Intelligent Innovation lets you enjoy the proactive support of MAX assistance and the most comprehensive imaging technology of MAX detection.

Experience MAXalign

MAXalign eliminates the need to guess the tube angle in free exams. It displays the detector angle for you—you just align the tube accordingly. And get it right with the first shot.

Aim FAST

Aim FAST—Our unique Free Axis Simultaneous Travel—ensures that the system always takes the fastest and safest way to the position you need. From one position to the next—no matter what the start or required end position is.

Feel MAX wi-D

Lighter, thinner, faster—because in your profession every gram, millimeter, and second count. MAX wi-D's comfortable handle and light weight make detector handling and positioning easier.

With enhanced ease of use and the most comprehensive imaging technology, Ysio Max exemplifies why detail matters in X-ray.

Ysio Max – The most direct way to the image



MAX detectors

Applies intelligent innovation at every step of the image formation. Enabling a unique Siemens Healthineers way of providing a comprehensive imaging technology.

MAX static:

- Large-format 43 cm x 43 cm (17 in x 17 in) fixed detector
- For Bucky wall stand and/or table

MAX wi-D₁

- 35 cm x 43 cm (14 in x 17 in) wireless detector
- For table and/or Bucky wall stand as well as free examinations

MAX mini₁

- 24 cm x 30 cm (10 in x 12 in) wireless detector
- The right size for extremities, pediatrics, trauma and free examinations

MAXcharge₁

Prevent workflow interruptions by charging MAX wi-D while in tray or wall charger

MAXswap₁

- Safe, quick and easy one-click registration to swap wireless detectors between multiple MAX systems
- For the right detector where and when you need it. MAXswap is the right way to share
- Easy one-click registration
- Available for MAX wi-D and MAX mini

MAXalign

Displays the angle of MAX wi-D₁ and MAX mini₁ on the MAXtouch screen so you can get it right with the first shot for easier, more accurate free exams

SmartOrtho₁

- Acquires up to four consecutive leg or spine exposures in a single automatic acquisition
- Is available for the Bucky wall stand and table
- Images are automatically composed at the imaging system

Tomography

Electronic tomography_{1,2} with continuously adjustable tomo height

Aim FAST

- Ysio Max's unique system positioning with Free Axis
- Simultaneous Travel in up to 6 axes at the same time for the fastest and safest way
 - X-ray tube positioning with
- 1,000₂ user-defined pre-set system position based on different organ programs

Aim

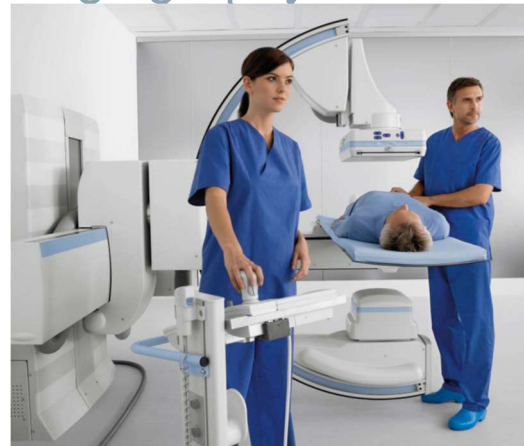
- Ysio Max's unique way of positioning the system in up to 6 axes simultaneously for the shortest and safest path from one position to the next.
 - X-ray tube positioning in up to
- 10 positions: 6 predefined, 4 free configurable + 3 additional with Ortho Option depended on the system configuration

Comprehensive Movements

- Wireless remote control₃ with SmartMove button that works for you by moving the system where you need it with the touch of a button
- Supports you with service Configurable routes that bypass room fixtures
- Power-assisted servo movements of ceiling-mounted X-ray tube support for effortless travel in spatial axes (x-, y- and z-axes) and 2 rotational axes
- Automatic centering of the X-ray tube to the Bucky wall stand or table

Siemens Artis Zee MP

Multi-Purpose System for Fluoroscopy and Angiography



With pressures increasing on healthcare systems, providers are now expected to do more with less. This calls for greater versatility and flexibility in the use of valuable resources – equipment, space, and, of course, time.

A truly all-in-one system, Artis zee multi-purpose is uniquely positioned to help hospitals respond to the escalating challenges facing them today and in the future. A fully functional angiography system, Artis zee multi-purpose offers the same excellent image quality and range of routine angio capabilities as all Artis zee systems.

Equipped with cutting-edge applications and the very latest PURE® software platform, Artis zee multi-purpose combines advanced solutions with a proven reliable system for angiography, radiography, fluoroscopy, and interventional gastroenterology. Its industry-leading imaging technology, unique dose management tools, highly flexible positioning, and easy, well-thought-out usage concept also make it the ideal choice for multidisciplinary rooms. A single system in a single room.

The Artis zee with PURER multipurpose system is specifically designed to meet the escalating demands of interventional radiology, fluoroscopy and interventional cardiology today and in the future.



A true multi-purpose imaging solution

The Artis zee multi-purpose system is ideally suited to handle the diverse imaging needs of today's clinics, whether R/F examinations, outpatient angiography or pediatric imaging.

Artis zee provides excellent support for a broad spectrum of diagnostic and interventional procedures. It combines innovative imaging Technologies such as 2k imaging with highly practical and user friendly handling features.

Fully digital from acquisition to display

The Artis zee with PURER multipurpose system is fully digital for every step of the image formation process, from the point of acquisition to processing and display. The system's flat detector features excellent spatial resolution, enabling visualization of low-contrast objects at all relevant framing speeds.

Longitudinal table and gantry movement

The harmonized longitudinal table and gantry movement of Artis zee supports head-to-toe patient positioning for procedures such as gastrointestinal work, venograms, or interventional

radiology. It is also particularly practical for patient transfers from bed to system in small room environments.



DDO – heightened contrasting in difficult-to-image areas

Digital Density Optimization (DDO), harmonizes the distribution of gray steps in an image, providing additional information on dense tissue and other difficult-to-image areas.

Artis zee multi-purpose in Interventional Cardiology

The versatility of the Artis zee multipurpose system also provides the ability to perform occasional cardiac examinations. The fully panning table top, servosupported table control*, high performance X-ray tube and outstanding system quality confirms the system can meet the workflow demands of cardiac interventions.

X-ray tube

The MEGALIX Cat Plus tube features the new flat emitter technology. This enables a higher current during fluoroscopy resulting in better image quality for obese patients.

Overtable position

Enabling optimized geometry for endoscopic examinations and extremity work.



THIS QUOTATION REPRESENTS A PRELIMINARY PROPOSAL AND DOES NOT CONSTITUTE AN OFFER OR A CONTRACT. A BINDING CONTRACT THAT INCLUDES THE TERMS SET FORTH HEREIN SHALL ONLY BECOME EFFECTIVE UPON EXECUTION BY THE PARTIES OF A COMPLETE AGREEMENT.

District / Sales Office

SIEMENS MEDICAL SOLUTIONS USA, INC.
 7711 Center Avenue, Suite 300
 Huntington Beach, CA 92647
 Attn: Sean Carter
 Phone: (916) 788-2946
 Fax: (916) 788-2948
 Email: sean.carter@siemens-healthineers.com

Sold To

HUMBOLDT GENERAL HOSPITAL
 DISTRICT
 118 E HASKELL ST
 WINNEMUCCA, NV 89445

Bill To

HUMBOLDT GENERAL HOSPITAL
 DISTRICT
 118 EAST HASKELL STREET
 WINNEMUCCA, NV 89445

Payer

HUMBOLDT GENERAL HOSPITAL
 DISTRICT
 118 E HASKELL ST
 WINNEMUCCA, NV 89445

Item #	System Name	Functional Location	Service Agreement	Contract Duration	Warranty Period Price	Partial Year Price	Annual Price
1	Artis zee Multipurpose		Silver contract	Warranty + 4 Years	\$0	\$0	\$68,902

The following are alternate/optional systems for this contract:

Opt/Alt	Item #	System Name	Functional Location	Service Agreement	Contract Duration	Warranty Period Price	Partial Year Price	Annual Price	Initialed
Opt	1	Powerware 9155/9355 12-15 kVA UPS		OEM contract	Warranty + 4 Years	\$0	\$0	\$3,001	
Opt	2	Mark 7 Arterion Injector		OEM contract	Warranty + 4 Years	\$0	\$0	\$5,250	

Includes:

Parts and/or Labor to the extent shown in Exhibit A.
 System Updates.
 Access to Siemens Customer Care Center for technical telephone support (remote diagnostics, if available to the site and the equipment).

Excludes:

Parts defective due to "acts of God", abuse, misuse, neglect, thermal and shock. Specialty components, including, but not limited to: Glassware, Flat Detectors, Consumables, Transducers, MRI coils, SPECT and PET sources (unless purchased as an option). Non-Siemens components and accessories (such as VCR, injector, laser printer, MR surface coils, tables/table tops, chiller, UPS, etc.) unless specifically identified in Exhibit A.

Exhibit A

Item #1:

Equipment:	Artis zee Multipurpose		
Equipment Location:	HUMBOLDT GENERAL HOSPITAL DISTRICT		
Address:	118 E HASKELL ST, WINNEMUCCA, NV 89445		
Functional Location:	Service Quote Nr: 1-RJRPHN Rev 0	Equipment Quote Nr: 1-RJSP5U	Payment Frequency: Monthly
Standard Warranty: Extended Warranty	Warranty Start: Upon Warranty Commencement	Warranty End: 1 Year Duration	Warranty Price: \$0
Service Agreement: Silver contract	Contract Start: Upon Warranty Expiration	Contract End: 4 Year Duration	Annual Price: \$68,902

(See Glossary pages for detailed description of items listed below.)

Coverage applies during the Warranty or Contract Period as indicated:	Warranty Period	Contract Period
Principal Coverage Period	08:00am - 05:00pm M-F	08:00am - 05:00pm M-F
Uptime Guarantee	97%	95%
Phone Response	30 min	60 min
On-Site Response	4 hours	8 hours
Parts Order Requirement	noon	6pm
Parts Delivery	Same Day	Next Day
Megalix CAT Plus Tube and FD (16 inch) Bundle	✓	✓
Smart Remote Services	✓	✓
teampay Basic	✓	✓
Safety Checks	✓	✓
Planned Maintenance	✓	✓
Quality Assurance	✓	✓
Updates	✓	✓
Technical Phone Support	✓	✓
Labor	✓	✓
Travel	✓	✓
LifeNet Access	✓	✓
Application Hotline Phone Support	✓	✓
General Spare Parts Coverage	✓	✓
No Consumable Coverage	✓	✓
No Large Display Monitor Coverage	✓	✓
syngo Evolve AXA	N/A	✓
Accredited Self Study Program	N/A	Qty 1
Enhanced Virtual Learning Sub	N/A	Qty 1

The Options or Alternatives listed below will be included in the warranty or contract as indicated, only if initialed:

Opt/Alt	Option / Alternative	Add to Warranty Price	Add to Contract Annual Price	Initial
Opt	Post-PCP Extension 4 hours (05:00pm - 09:00pm M-F)	\$0	\$6,259	

This pricing is only valid for new service contracts that are signed with the equipment purchase or prior to warranty commencement.

No further Options or Alternatives are included in the above listed equipment.

Optional/Alternative System #1:

Equipment:	Powerware 9155/9355 12-15 kVA UPS		
Equipment Location:	HUMBOLDT GENERAL HOSPITAL DISTRICT		
Address:	118 E HASKELL ST, WINNEMUCCA, NV 89445		
Functional Location:	Service Quote Nr: 1-RJRPHN Rev 0	Equipment Quote Nr: 1-RJSP5U	Payment Frequency: Monthly
Standard Warranty: OEM Basic Warranty	Warranty Start: Upon Warranty Commencement	Warranty End: 1 Year Duration	Warranty Price: \$0
Service Agreement: OEM contract	Contract Start: Upon Warranty Expiration	Contract End: 4 Year Duration	Annual Price: \$3,001

(See Glossary pages for detailed description of items listed below.)

Coverage applies during the Warranty or Contract Period as indicated:	Warranty Period	Contract Period
Principal Coverage Period	08:00am - 05:00pm M-F	08:00am - 05:00pm M-F
On-Site Response	1 Business Day	1 Business Day
Parts Delivery	Next Business Day	Next Business Day
Technical Phone Support (24X7)	✓	✓
Labor	✓	✓
General Spare Parts Coverage	✓	✓
Travel	✓	✓
Site Visits During PCP	✓	✓
Preventative Maintenance (UPS and Battery Only)	✓	✓

This pricing is only valid for new service contracts that are signed with the equipment purchase or prior to warranty commencement.

No further Options or Alternatives are included in the above listed equipment.

Optional/Alternative System #2:

Equipment:	Mark 7 Arterion Injector		
Equipment Location:	HUMBOLDT GENERAL HOSPITAL DISTRICT		
Address:	118 E HASKELL ST, WINNEMUCCA, NV 89445		
Functional Location:	Service Quote Nr: 1-RJRPHN Rev 0	Equipment Quote Nr: 1-RJSP5U	Payment Frequency: Monthly
Standard Warranty: OEM Basic Warranty	Warranty Start: Upon Warranty Commencement	Warranty End: 1 Year Duration	Warranty Price: \$0
Service Agreement: OEM contract	Contract Start: Upon Warranty Expiration	Contract End: 4 Year Duration	Annual Price: \$5,250

(See Glossary pages for detailed description of items listed below.)

Coverage applies during the Warranty or Contract Period as indicated:	Warranty Period	Contract Period
Principal Coverage Period	08:00am - 05:00pm M-F	08:00am - 05:00pm M-F
On-Site Response	1 Business Day	1 Business Day
Planned Maintenance	✓	✓
Labor	✓	✓
General Spare Parts Coverage	✓	✓
Travel	✓	✓
Hardware Updates/Upgrades	✓	✓
Software Updates	✓	✓

This pricing is only valid for new service contracts that are signed with the equipment purchase or prior to warranty commencement.

No further Options or Alternatives are included in the above listed equipment.

Glossary

Deliverables	Description
Accredited Self Study Program	This accredited self-study program provides the latest trends in imaging. These hot topic review articles will be mailed directly to your institution and will provide up to 24 Category A Continuing Education Credits fully recognized by ARRT and NMTCB. A comprehensive study guide accompanies each article to help ensure focus on technologist-relevant information.
Application Hotline Phone Support	Siemens Customer Care Center Clinical Applications Phone Support is provided with this contract during modality specified hours, call 1-800-888-7436 with your questions and to receive direct access to a Clinical Education Specialist
Enhanced Virtual Learning Sub	This 12 month multi-modality subscription provides access for imaging professionals to receive additional educational content. This high-value content includes step-by-step performance-enhancing videos, a minimum of 6 one-hour on-demand webinars covering current clinical and industry topics, and access for up to 24 CEUs via your PEPconnect Virtual Wallet. The on-demand webinars are recorded and posted on a regular basis over the term of the subscription and are available for unlimited viewing once posted. Imaging professionals must be logged into PEPconnect (Siemens' online learning platform) to be eligible to receive the CEUs. PEPconnect provides access to all online and virtual training with a wide variety of product-specific, clinical and job-relevant courses. This educational offering must be completed 12 months from purchase date. If training is not completed within the applicable time period, Siemens obligation to provide the training will expire without refund.
General Spare Parts Coverage	Replacement of standard spare parts. Excludes high-vacuum components, consumables, Shock wave components, Transducers, TEE's and Specialty Probes, Flat Panel Detectors, MMLC, and Waveguides. Excludes non-Siemens parts unless specifically identified in Exhibit A.
Hardware Updates/Upgrades	Covers hardware updates and technical support.
Labor	Unlimited coverage of on-site labor during the Principal Coverage Period indicated. Preferred labor rates for billable service outside of Principal Coverage Period (at current prevailing tiered rates).
LifeNet Access	The LifeNet portal provides access to customer service information related to diagnostic imaging equipment. Access includes service and PM management tools, equipment performance reports, service documentation, asset management and service contract management tools and much more.
Megalix CAT Plus Tube and FD (16 inch) Bundle	X-ray tube and Detector are covered for the full value of replacement for Wear and Failure. Coverage of the detector and tube is bundled and is provided at a discounted rate.
No Consumable Coverage	Upon selection to not have consumable coverage, customer agrees to supply at his/her own expense consumables, such as but not limited to, batteries, leads, padding, storage media, cassettes, etc. Full list of consumables covered can be found on Lifenet customer portal: www.usa.siemens.com/lifenet .
No Large Display Monitor Coverage	The Large Display Monitor, replaceable parts contained in the Large Display Monitor, and labor related to replacing or troubleshooting the Large Display monitor are not covered on this service agreement. Non-Siemens monitor(s) have not been validated for diagnostic decision. Customers incorporating non-Siemens monitors as part of the primary imaging system do so at their own risk. Siemens is not responsible for the image quality or external digital outputs beyond the imaging unit. No Warranty coverage on non-Siemens monitors.
On-Site Response	Siemens guarantees on-site CSE arrival within a specific time period (see Exhibit A) after a call for service has been placed with the Siemens Customer Care Center. This on-site response applies in system/room down situations only. (See Response Time Guarantee in General Terms and Conditions for additional information)
Parts Delivery	Spare parts arrival for on-site repair of room-down/system-down is typically the Same Day following the time the parts order is submitted.
Parts Order Requirement	Parts order must be placed with Siemens by noon (Customer's local time) in order to receive Parts Delivery commitment as specified.
Phone Response	The response time indicated on Exhibit A provides preferred call-handling of a service event. This call-back response is the telephone response to the customer by the Siemens Customer Care Center personnel or the CSE to provide the status of the service call.
Planned Maintenance	Preventive services carried out in accordance with the equipment's specific maintenance plan. This includes: tracking and scheduling of required maintenance tasks; exchange of wear and tear parts according to maintenance plan; care measures; adjustments to factory specifications; verification of specified performance and functionality; documentation and detailed protocol of system condition.
Post-PCP Extension 4 hours (Optional)	One or more blocks of 4-hours, starting at the end of the Principal Coverage Period, as noted in Exhibit A; on-site labor shall not be between the hours of 2am and 6am Local Time.
Preventative Maintenance (UPS and Battery Only)	Siemens will coordinate planned maintenance in accordance with the manufacturer's recommendations within the PCP hours as indicated above.
Principal Coverage Period	Hours defined in Exhibit A during which agreed-upon services are provided.

Deliverables	Description
Quality Assurance	Regular quality assurance tasks and image quality inspections to achieve consistent, high-quality images, are performed to keep the system within the quality specifications as issued by the factory.
Safety Checks	Safety Checks are performed to insure compliance with all local and federal guidelines and regulations. This service consists of <ul style="list-style-type: none"> Tracking and scheduling of required tests Mechanical Safety Checks (e.g. mechanical movements etc.) Electrical Safety Checks (e.g. leakage currents, insulation etc.) Reporting of findings and results
Site Visits During PCP	Unlimited site visits during the Principal Coverage Period indicated.
Smart Remote Services	Smart Remote Services – the efficient and comprehensive infrastructure for medical equipment-related remote services – combines high-tech medical engineering with state-of-the-art information technology. Services, which formerly required on-site visits, are now available via data transfer. SRS enables both Core Services (which are included as part of our standard service agreements), as well as optional services (called Enhanced Productivity Services - EPS). A VPN connection is required.
Software Updates	Includes software updates.
syngo Evolve AXA	At least 1 software upgrade. 1 hardware upgrade to the main system (IVS). syngo MultiModality Workplace and refurbished systems excluded in all cases.
teampay Basic	teampay is a cloud based solution that provides Customer access to certain metrics on the Equipment and other Siemens imaging systems connected to Customer's network. teampay's Basic applications require the installation of locally installed teampay receiver software with web-based analytics relating to usage data management. The teampay receiver software can be installed on Customer's hardware or virtual machines meeting the minimum hardware requirements.
Technical Phone Support	Direct access to specialists at the Siemens Customer Care Center for fast diagnosis and technical support. Technical Phone Support is available to Siemens customers over the telephone, 24 hours a day, 7 days a week.
Technical Phone Support (24X7)	Direct access to specialists at the Siemens Customer Care Center for fast diagnosis and technical support 24 hours a day, 7 days a week.
Travel	Includes travel time for Customer Service Engineer to and from Customer's site. Subject to change to reflect currently prevailing rates, if occurring outside of the Principal Coverage Period indicated.
Updates	Modifications or reliability enhancements to equipment includes two types: Mandatory (safety and performance-related update instructions) and Non-mandatory (reliability-related service instructions). Labor is included during the hours of PCP. Does not include enhancements to the operating systems or additional functionality.
Uptime Guarantee	Guarantee that the Equipment will function at the minimum Uptime Performance level set forth in Exhibit A of this Agreement. A SRS connection via VPN broadband is mandatory.

Siemens Medical Solutions USA, Inc. General Terms and Conditions

1. Scope

For the term set forth on the first page hereof under the heading "Contract Duration", Siemens will provide (i) remedial maintenance service on the equipment described on the preceding pages hereof (the "Equipment") when requested by the Customer, as well as planned maintenance inspections, when scheduled, as further described in the Glossary section attached hereto, in order to keep the Equipment operating in accordance with the manufacturer's specifications, and (ii) any training courses and/or other educational offerings described in Exhibit A and the Glossary. Siemens will make every effort to respond to service calls at a mutually agreed upon arrival time consistent with the provisions cited in Section 2. In connection with the provision of Equipment maintenance services, Siemens may take photographs or other images of the Equipment or components thereof in order to expedite the completion of repairs, provided that any such photographs shall not include any patients, employees or agents of the Customer and further provided that such photographs and images will only be used in order for Siemens to carry out its duties and responsibilities hereunder.

In the event that (i) the term of this Agreement does not include the Equipment warranty period (as indicated on the first page hereof under the heading "Contract Duration"), or (ii) the term of this Agreement does not commence immediately upon the expiration of the Siemens warranty, or (iii) the Equipment was serviced prior to commencement of the term by anyone other than Siemens or an authorized Siemens dealer or service provider, or (iv) the Equipment was moved from its original location or is not connected to its original power supply (other than portable or mobile Equipment), then the Equipment is subject to inspection by Siemens to determine if it is in good operating condition prior to the commencement of services under this Agreement. Any inspection as well as any repairs or adjustments deemed necessary by Siemens during such inspection shall be made at Siemens' per-call rates and terms then in effect and shall include charges for parts, with all such repairs or adjustments to be completed prior to the commencement of service under this Agreement.

If this Agreement includes any training courses or other educational offerings, such training courses or other offerings may consist of on-site training or consultation at the Customer site, a Siemens training facility or via conference call or net meeting, self-study or computer based training, or other arrangements, as further described in Exhibit A and the Glossary. In some cases, tuition charges will cover travel and lodging for off-site training, and in other cases Customer will be responsible for all travel and lodging costs. Details of the training are provided on Exhibit A and the Glossary.

2. Principal Coverage Period (PCP)

Service and maintenance will be provided during the principal coverage period ("PCP") as defined on Exhibit A, excluding the following holidays: New Years Day, Memorial Day (observed), Independence Day, Labor Day, Thanksgiving Day, Christmas Day. If one of the foregoing holidays falls on a Saturday, then the holiday will be observed on the previous Friday, and if the holiday falls on a Sunday, the holiday will be observed on the following Monday. Unless an extended hours coverage option has been selected, labor and travel required outside the PCP will be charged at Siemens' per-call rates and terms then in effect.

3. Replacement Parts

Siemens will supply at its own expense, necessary parts, except as indicated in the Glossary section, provided replacement of the parts is required because of normal wear and tear or otherwise deemed necessary by Siemens and further provided that the Siemens-manufactured parts are available from the factory. All Parts will be new, standard parts, or used, reworked or refurbished parts that comply with applicable performance and reliability specifications. Exchange parts removed from the Equipment shall become the property of Siemens unless such exchange parts constitute "hazardous wastes", "hazardous substances", "special wastes" or other similar materials, as such terms are defined by any federal, state or local laws, rules or regulations, in which case, at the option of Siemens, the exchange parts shall remain the property of the Customer and shall be disposed of by the Customer in strict compliance with all applicable laws, rules and regulations.

4. Planned Maintenance (PM)

Planned maintenance will be carried out according to the manufacturer's recommended schedule. Planned maintenance generally includes checking mechanical and electrical safety, lubrication, functional testing and adjusting for optimum performance as specified in the detailed planned maintenance work plan.

5. Software Maintenance

Whenever the Equipment covered by this Agreement utilizes Siemens' operating system software, Siemens will provide all maintenance and commercially available updates for such operating system software as part of this Agreement. Such updates will solely enhance previously purchased capacities of the Equipment. Operating system software upgrades that provide new features or capabilities or that require hardware changes will be offered to Customer when commercially available and at purchase prices established by Siemens. In addition, some upgrades may require applications training performed by Siemens' personnel that will be offered at Siemens' rates and terms then in effect. Siemens retains the sole right to determine whether an upgrade requires such training.

Nothing in this Agreement shall in any way grant to Customer any right to or license in any diagnostic service software utilized by Siemens in servicing the Equipment. Such service software is and remains the property of Siemens and is available to Customer pursuant to the terms and conditions of a separate diagnostic materials license agreement, which may require payment of a license fee. This service software shall be disabled by Siemens upon cancellation or termination of this Agreement.

6. Equipment; Location; Remote Access

The Equipment covered under this Agreement is limited to the Siemens furnished Equipment described on the face sheet(s). The Equipment shall not be moved to another location unless Customer obtains the prior written consent of Siemens, subject to the following exceptions (i) portable Equipment (e.g., Ultrasound equipment, but not including any equipment that is housed in a mobile vehicle, van or trailer) may be moved to other locations within the same facility, so long as the Customer informs Siemens of the location of the Equipment when Siemens is scheduled to provide on-site service; (ii) if Equipment is located in a trailer, van or other form of mobile vehicle, the Equipment may be moved from the Equipment Location identified on Exhibit A, provided, however, that Siemens shall not be required to service such Equipment, and the Response Time and Uptime Performance Guarantees (if any) or Availability Commitment (if applicable) shall not apply, if either (a) the Customer does not notify Siemens at least one (1) month in advance of the Equipment's mobile route, or (b) the Equipment is moved more than 25 miles from the original Equipment Location; and (iii) if fixed Equipment is moved to any other location within the Customer's facility, then either (a) the Customer will engage Siemens to relocate the Equipment, at Siemens' then current rates and charges, or (b) if Siemens does not perform the services necessary to relocate the Equipment, then Siemens may suspend services with respect to such Equipment until Siemens performs an inspection of the Equipment, at the Customer's cost, to determine if any repairs are necessitated as a result of any such relocation (in which case the Customer shall be separately charged for such repairs, including parts and labor, at Siemens' rates and charges then in effect).

Siemens service personnel will be given full and free access to the Equipment to perform inspections and service/maintenance on the Customer's premises, and will make specific appointments for such maintenance. If the Equipment is not made available at the appointed time, waiting time beyond a reasonable allowance will be charged at Siemens' per-call rates and terms then in effect.

Customer shall provide Siemens with both on-site and remote access to the Equipment. The remote access shall be provided through the Customer network as is reasonably necessary for Siemens to provide services under this Agreement. Remote access will be established through a broadband internet based connection to either a Customer owned or Siemens 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.

In the event the Customer fails to provide or maintain the remote access connection for any Proactive Service Agreement (e.g., Pinnacle, Select, Essential, as identified in Exhibit A), or any Signature, Benchmark, or Balance Service Agreement with a volume-based deliverable as defined in Exhibit A, then Siemens shall have the option to terminate this Agreement. In addition, in accordance with the terms of Section 22 hereof, any Uptime Performance Guarantee or Availability Commitment (if applicable) shall be void if the remote access connection is not provided and available 24 hours per day, 7 days a week.

7. Agreement Term; Price; Payment Terms

This Agreement shall be in effect for the period stated on the first page of this Agreement.

For the basic services to be provided by Siemens under the terms of this Agreement, Siemens shall send invoices to the Customer and payments shall be made in advance based on the payment frequency shown in Exhibit A under "Payment Frequency".

Invoices for all amounts due under this Agreement shall be sent to the Customer by regular U.S. mail, postage prepaid, at the address set forth on the first page hereof under "Bill To".

After the first year of the term of the Equipment coverage period set forth in the Agreement, Siemens may increase the Annual Agreement Price no more than once every twelve (12) months based upon the percentage increase in the Consumer Price Index for All Urban Consumers, U.S. City Average, All Items ("CPI"), as published by the United States Department of Labor, Bureau of Labor Statistics. The percentage increase in the CPI shall be measured over the period since the commencement of the Agreement (in the case of the first price increase) or since the effective date of the last price increase (in the case of any subsequent price increases). Siemens shall provide the Customer with no less than thirty (30) days written notice of any price increase.

All payments to be made by Customer under this Agreement are due net thirty (30) days from the invoice date. Past due payments shall bear interest at the rate of 1½% per month.

8. Causes for Exclusion/Separate Charges

This Agreement specifically excludes labor, parts and expenses necessary to repair Equipment:

- damaged by fire, accident, misuse, abuse, negligence, improper application or alteration or by a force majeure occurrence as described in Section 17 hereof, or by the Customer's failure to operate the Equipment in accordance with the manufacturer's instructions or to maintain the recommended operating environment and line conditions;
- defective due to unauthorized attempts to repair, relocate, maintain, service, add to or modify the Equipment by the Customer or any third party or due to the attachment and/or use of non-Siemens supplied parts, equipment or software without Siemens' prior written approval (and if the Customer or a third party modifies the Equipment, then Siemens may remove such Equipment from coverage under this Agreement unless the Customer restores the Equipment to the manufacturer's published specifications);
- defective due to any repair or service of the Equipment by the Customer or any third party prior to the commencement of the term of this Agreement;
- which failed due to causes from within non-Siemens supplied equipment, parts or software including, but not limited to, problems with the Customer's network;
- which is worn out and cannot be reasonably repaired due to the unavailability of spare parts from the original equipment manufacturer; or
- which is a transducer or probe and which is damaged or defective, or which failed, due to any of the foregoing causes or due to improper cleaning, disinfecting or TEE bite marks.

If Siemens is called upon to service or repair Equipment which falls under this Section 8, a separate invoice will be issued for labor, parts and expenses at Siemens' rates and terms then in effect.

This Agreement does not entitle the Customer to services related to information technology, patient and imaging workflow design and analysis, or problem diagnosis. Siemens' responsibility under this Agreement does not extend beyond the outbound or inbound sockets of the Equipment. In addition, changes, adjustments, additions or repairs required to or with respect to the Equipment resulting from issues, matters, items or concerns that are the responsibility of the Customer, such as changes related to Customer's network infrastructure, are not covered by this Agreement. This may include, but is not limited to, network IP address changes. Although the Equipment may have limited short term storage capacity, the storage of images, both patient and QA images, is the responsibility of the Customer.

If Siemens offers a Network Assistance option for the Equipment and the Customer purchases this option as indicated on Exhibit A, then Siemens shall assist the Customer in its efforts to identify the cause of any network or connectivity problems which may affect the operation of the Equipment; provided, however, that the price for this option does not include the cost of any repairs (labor, parts, etc.) to remedy such problems, which shall be the sole responsibility of the Customer. If the Customer does not purchase this option, or if this option is not offered by Siemens, then any assistance provided by Siemens to the Customer with respect to any network or connectivity issues shall require a P.O. from the Customer and shall be separately billed to the Customer at Siemens' then current rates and charges.

9. Default

Customer shall be in default under this Agreement upon: (i) a failure by Customer to make any payment due Siemens within ten (10) days of receipt of notice from Siemens that the payment was not made within the applicable payment period; (ii) a failure by Customer to perform any other obligation under this Agreement within thirty (30) days of receipt of notice from Siemens; (iii) a failure to grant Siemens access to the Equipment as set forth in Section 6 of this Agreement; (iv) a default by Customer or any affiliate of the Customer under any other obligation to or agreement with Siemens, Siemens Financial Services, Inc. or Siemens Medical Solutions Health Services Corporation, or any assignee of the foregoing (including but not limited to, a promissory note, lease, rental agreement, license agreement or purchase contract); or (v) the commencement of any insolvency, bankruptcy or similar proceedings by or against the Customer (including any assignment by Customer for the benefit of creditors). Upon the occurrence of any event of default hereunder, Siemens may, in addition to any and all other remedies available under law, elect to: (i) immediately cease providing services under this Agreement and any and all other agreements between the parties, or suspend any training courses or educational offerings provided under this Agreement, until the default is cured or corrected, (ii) terminate this Agreement, in which case Customer shall pay to Siemens (a) all amounts due under this Agreement through the effective date of termination, (b) as liquidated damages and not as a penalty, an amount equal to 25% of the remaining payments due under this Agreement from the date of termination through the scheduled expiration of the term of this Agreement, and (c) all costs and expenses of collection, including without limitation reasonable attorneys' fees and court costs incurred by Siemens as a result of the Customer's default, and/or (iii) commence collection actions (including court actions) for all sums due under this Agreement. All rights and

remedies available to Siemens hereunder, by law or equity, shall be cumulative and there shall be no obligation for Siemens to exercise a particular remedy.

In the event that Customer cures all defaults hereunder, then prior to resumption of the Equipment maintenance services under this Agreement, Siemens may inspect the Equipment to determine if it is in good operating condition. Such inspection shall be charged to the Customer at Siemens' per-call rates and terms then in effect. Any repairs or adjustments which Siemens determines are required due to (i) the use of any non-Siemens parts, (ii) the repair or service of the Equipment by the Customer or any third party during the suspension of services by Siemens, or (iii) any of the exclusions from coverage set forth in Section 8 of this Agreement, shall be charged to the Customer at Siemens' rates and terms then in effect and shall include charges for parts, with all such repairs or adjustments to be completed prior to the resumption of service under this Agreement.

10. Limitation of Liability

Siemens' entire liability and Customer's exclusive remedy for any direct damages incurred by the Customer from any cause whatsoever, and regardless of the form of action, whether liability in contract or in tort, arising under this Agreement or related hereto, shall not exceed, as applicable: (i) an amount equal to the Annual Agreement Price (in effect when the cause of action arose) for the specific item of Equipment under this Agreement that caused the damage or is the subject matter of, or is directly related to, the cause of action, or (ii) the amount paid by Customer to Siemens under this Agreement for the particular training course or educational offering that is the subject matter of the claim. The foregoing limitation of liability shall not apply to claims by Customer or third parties for bodily injury or damage to real property or tangible personal property (including damage to the Equipment covered by this Agreement) caused solely and directly by the gross negligence or willful misconduct of Siemens. In addition, Siemens shall have no liability hereunder to Customer to the extent that Customer's or any third party's acts or omissions contributed in any way to any loss it sustained or to the extent that the loss or damage is due to a force majeure occurrence as described in Section 17 hereof or any other cause beyond the reasonable control of Siemens.

THIS IS A SERVICE AGREEMENT. WITHOUT LIMITING THE LIMITATION OF LIABILITY SET FORTH IN THE PRECEDING PARAGRAPH, SIEMENS EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL SIEMENS BE LIABLE FOR ANY LOST PROFITS, LOST SAVINGS, LOST REVENUES, LOSS OF USE OR DOWNTIME (EXCEPT AS OTHERWISE PROVIDED HEREIN), LOST DATA, OR FOR ANY INDIRECT, INCIDENTAL, UNFORESEEN, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER THEORY OR FORM OF ACTION, EVEN IF SIEMENS HAS BEEN ADVISED OF THE POSSIBILITY THEREOF, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OR PERFORMANCE OF THE EQUIPMENT.

11. Notices

Except for the issuance of invoices as set forth in Section 7 hereof, all notices required to be provided hereunder shall be in writing and shall be sent by overnight delivery via a nationally recognized delivery service or by certified or registered mail, postage prepaid, to Siemens at the address set forth on the first page of this Agreement and to the Customer at the address set forth under "Bill To" on the first page of this Agreement. Notice given in compliance with this Section 11 shall be sufficient for all purposes under this Agreement, and such notice shall be effective when sent. Either party may change its notice address only if notification is sent in writing pursuant to this Section 11.

12. Governing Law; Waiver of Jury Trial

This Agreement shall be governed by the laws of the Commonwealth of PA. TO THE EXTENT NOT PROHIBITED BY LAW, THE PARTIES WAIVE ALL RIGHTS TO A JURY TRIAL IN ANY LITIGATION ARISING FROM OR RELATED IN ANY WAY TO THIS AGREEMENT OR THE TRANSACTION CONTEMPLATED HEREBY.

13. Government Access Clause

Until the expiration of four (4) years after the furnishing of any services under this Agreement, Siemens shall make available upon written request of the Secretary of the Department of Health and Human Services, the Comptroller General, or any of their duly authorized representatives, this Agreement and the books, documents and records of Siemens which are necessary to certify the nature and extent of costs incurred under this Agreement. If Siemens carries out any of the duties of this Agreement through a subcontract with a value of \$10,000 or more over a 12 month period with a related organization, such subcontract shall include a clause to the effect that until the expiration of four (4) years after the furnishing of any services under the subcontract, the related organization shall make available upon written request of the Secretary of the Department of Health and Human Services, the Comptroller General, or any of their duly authorized representatives, the subcontract and the books, documents and records of the related organization that are necessary to certify the nature and extent of costs incurred under that subcontract.

This provision shall apply if and solely to the extent that Section 1861 (v) (1) (I) of the Social Security Act applies to this Agreement.

14. Damages, Costs, And Fees

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 not be entitled to recover from the other party punitive damages. The prevailing party shall be entitled to recover from the other party all reasonable attorneys' fees and collection agency fees incurred, together with such other expenses, costs and disbursements as may be allowed by law.

15. Severability; Headings

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

16. Waiver

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.

17. Force Majeure

Siemens will not be liable to Customer for any failure to fulfill its obligations under this Agreement due to causes beyond its reasonable control and without its fault or negligence including, but not limited to, governmental laws and regulations, acts of God or the public, war or other violence, civil commotion, blockades, embargoes, calamities, floods, fires, earthquakes, explosions, accidents, storms, strikes, lockouts, work stoppages, labor disputes, or unavailability of labor, raw materials, power or supplies. In addition, in the event of any determination pursuant to the provisions of a collective bargaining agreement between the Customer and any labor union representing any employees of the Customer preventing or hindering the performance of any of the obligations of Siemens under this Agreement, or determining that the performance of any such obligations violates provisions of that collective bargaining agreement, or in the event a trade union, or unions, representing any of the employees of the Customer otherwise prevents Siemens from performing any such obligations, then Siemens shall be excused from the performance of such obligations unless the Customer makes all required arrangements with the trade union, or unions, to permit Siemens to perform the work. The Customer shall pay any additional costs incurred by Siemens that are related to any labor dispute(s) that involve the Customer.

18. Confidentiality

Siemens and the Customer shall maintain the confidentiality of any information provided or disclosed to the other party, its employees or agents (a "receiving party") relating to the business, customers and/or patients of the disclosing party, including but not limited to know-how, technical data, processes, software, techniques, developments, inventions, research products and plans for future developments, proprietary matters of a business or technical nature, as well as this Agreement and its terms (including the pricing and other financial terms under which the Customer will be obtaining the services hereunder). Confidential Information shall also include all written materials (including correspondence, memoranda, manuals, training materials, notes and notebooks) and all computer software, models, mechanisms, devices, drawings or plans which may be disclosed or made available embodying Confidential Information. All Confidential Information shall be and remain the sole and exclusive property of the disclosing party. 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. Confidential Information shall not include any information or data which (i) is or becomes public knowledge (through no fault of the receiving party or any of its employees or agents), (ii) is made available to the receiving party by an independent third party without any obligation of confidentiality, (iii) is already in the receiving party's possession at the time of receipt from the disclosing party (as such prior possession can be properly demonstrated by it), or (iv) is required by law to be disclosed, provided that the receiving party gives the disclosing party advance notice of the requirement for disclosure so that the disclosing party can take whatever action it deems necessary to protect the disclosure of its Confidential Information. In addition, this confidentiality provision shall not apply to any action brought by either party to enforce the terms of this Agreement against the other party.

Any unauthorized use, disclosure or misappropriation of any Confidential Information by the receiving party in violation of the foregoing may result in irreparable and continuing damage to the disclosing party; in the event of such breach, the disclosing party shall be entitled to obtain immediate injunctive relief and any other relief or remedies to which it may be entitled. The receiving party waives any requirement that the disclosing party post a bond or other security in connection with any petition filed by the disclosing party for injunctive relief. In the event that a court of competent jurisdiction determines that the receiving party has breached this provision, then the receiving party shall reimburse the disclosing party for the costs of any court proceedings and all reasonable attorneys' fees.

19. End of Support Announcement

Notwithstanding anything to the contrary contained herein, in the event that Siemens makes a general announcement that it will no longer offer service agreements for an item of Equipment or components thereof, or provide a particular service agreement option or feature, whether due to the unavailability of spare parts or otherwise (an "EOS Announcement"), then upon no less than twelve (12) months prior written notice to the Customer, Siemens may remove any affected Equipment, components, options or features from coverage under this Agreement, with a corresponding adjustment of the Annual Agreement Price. In addition, at the end of this twelve (12) month period, the Customer may either remove the affected Equipment components,

options or features from coverage under this Agreement or request that Siemens provide service or parts on a time and materials basis only, at Siemens' rates and terms then in effect, for any Equipment, components, options or features subject to an EOS Announcement.

20. Removal of Equipment from Coverage

The Customer may remove Equipment from coverage under this Agreement at any time upon no less than thirty (30) days prior written notice to Siemens if the use of the Equipment is permanently discontinued and the Equipment is removed from service. There is no fee for this cancellation. Prorated credit will be issued for any advance payments made by the Customer for the period after the effective date of removal (based on the notice requirement). In addition, if the Customer sells or otherwise transfers any of the Equipment to a third party and the Equipment remains installed and in use at the same location, but such third party does not assume the obligations of the Customer under this Agreement or enter into a new service agreement with Siemens with a term at least equal to the unexpired term of this Agreement, then the Customer may terminate this Agreement with respect to such Equipment upon no less than thirty (30) days prior written notice to Siemens, in which case the Customer shall pay to Siemens (i) all amounts due under this Agreement through the effective date of termination (based on the notice requirement) and (ii) as liquidated damages and not as a penalty, an amount equal to 25% of the remaining payments due under this Agreement for such Equipment from the date of termination through the scheduled expiration of the term of this Agreement.

21. HIPAA

To the extent required by the provisions of the Health Insurance Portability and Accountability Act ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act ("HITECH"), and any regulations promulgated thereunder, Siemens does hereby assure Customer that it will appropriately safeguard Protected Health Information (as defined under HIPAA) made available to or obtained by Siemens pursuant to this Agreement or any Service Schedule ("PHI"). Without limiting the obligations of Siemens otherwise set forth in this Agreement or imposed by applicable law, Siemens agrees to comply with applicable requirements of law relating to PHI and with respect to any task or other activity Siemens performs on behalf of Customer. Specifically, Siemens shall:

(a) not use or disclose PHI other than as permitted or required by this Agreement or as required by law, and limit any use or disclosure of PHI to a limited data set or the minimum necessary to accomplish the intended purpose of such use or disclosure;

(b) implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of any electronic PHI that it creates, receives, maintains or transmits on behalf of the Customer, and comply, where applicable, with the HIPAA Security Rule with respect to such electronic PHI, and otherwise use appropriate safeguards to prevent use or disclosure of PHI, other than as provided for by this Agreement;

(c) report to Customer any use or disclosure of PHI not provided for by this Agreement, and report any security incident, of which Siemens becomes aware;

(d) in accordance with applicable HIPAA and HITECH requirements, ensure that any subcontractors or agents to whom Siemens provides PHI received from, or created or received by Siemens on behalf of, Customer agree to essentially the same restrictions and conditions that apply to Siemens with respect to PHI and implement reasonable and appropriate safeguards with respect to PHI;

(e) upon Customer's written request, make PHI available to the Customer as necessary for Customer to respond to individuals' requests for access to PHI about them, provided that the PHI in Siemens' possession constitutes a Designated Record Set and Siemens has been specifically engaged by Customer to so maintain and service such PHI on behalf of Customer;

(f) upon Customer's written request, make PHI available to Customer for amendment and incorporate any amendments to the PHI in accordance with applicable law, provided that the PHI in Siemens' possession constitutes a Designated Record Set and Siemens has been specifically engaged by Customer to so maintain and service such PHI on behalf of Customer;

(g) make available to Customer the information in its possession required to provide an accounting of disclosures of PHI as required by applicable law;

(h) mitigate, to the extent practicable, any harmful effect that is known to Siemens of a use or disclosure of PHI by Siemens in violation of the requirements of this Agreement or of law;

(i) provide notice of a breach of unsecured PHI to Customer without unreasonable delay, and in no case later than thirty (30) days after discovery of a breach. The notification shall include, to the extent possible, the identification of each individual whose unsecured PHI has been, or is reasonably believed by Siemens to have been, accessed, acquired, used, or disclosed. Siemens shall provide Customer with any other available information that Customer is required to include in notification to the Individual under applicable law;

(j) make Siemens' internal practices, books, and records relating to the use and disclosure of PHI received from Customer available to the Secretary of the United States Health & Human Services for purposes of determining Customer's compliance with applicable law; and

(k) upon expiration or termination of this Agreement, return to Customer or destroy all PHI in its possession as a result of this Agreement and retain no copies of PHI, if it is feasible to do so. If return or destruction is not feasible, Siemens agrees to extend all protections contained in this Agreement to Siemens' use and/or disclosure of any retained PHI, and to limit further uses and/or disclosures to the purposes that make the return or destruction of the PHI infeasible.

Siemens may use and disclose PHI as necessary for Siemens to perform its obligations hereunder, and may (i) use the PHI for its proper management and administration and to carry out its legal responsibilities, (ii) disclose the PHI to a third

party for Siemens' proper management and administration or to carry out Siemens' legal responsibilities, provided that the disclosures are required by law or Siemens obtains reasonable assurances from the third party regarding the confidential handling of such PHI as required under HIPAA and/or HITECH, and the third party agrees to notify Siemens of any instances in which the confidentiality of the information has been breached, (iii) provide data aggregation services related to the healthcare operations of Customer, and (iv) de-identify the PHI, and use such de-identified data, in accordance with the de-identification requirements under HIPAA.

Siemens agrees that it will negotiate in good faith an amendment to this Agreement if, and to the extent required by, the provisions of HIPAA and regulations promulgated thereunder, in order to assure that this Agreement is consistent therewith.

22. Uptime Performance Guarantee [DOES NOT APPLY TO EVERY SERVICE AGREEMENT]

For any Equipment that includes an Uptime Guarantee as specified in Exhibit A, Siemens guarantees that the Equipment will function at the minimum Uptime Performance (defined below) level set forth in Exhibit A (computed as described below).

"Uptime Performance" is defined as the capability of the Equipment to be utilized to treat or diagnose patients. The Equipment will be considered to be operational (i.e., it will not be considered to be "down"): (a) unless it cannot be utilized to treat or diagnose patients (room down); (b) if Siemens is prepared to perform maintenance services to make the Equipment operational but such service is refused by the Customer or is deferred by the Customer until a later time or date; (c) if the Equipment is not otherwise made available to Siemens' service engineers; (d) if the Equipment is down is due to, associated with, or caused by (i) misuse, negligence, or operator error, (ii) inadequate environmental conditions (not conforming with the environmental specifications provided by Siemens), including temperature and humidity, line power exceeding Siemens' requirements of voltage, frequency, impulses or transients, (iii) any of the exclusions set forth in Section 8 hereof, or (iv) acts of God or other force majeure events described in Section 17 hereof; or (e) during periods in which Siemens is performing scheduled or planned maintenance, changing high-vacuum components, and installing updates and/or upgrades. If the Equipment is not operational, then the Customer must immediately notify the Siemens Customer Care Center (24-hour Service Call Dispatch Center). Downtime will not commence until such notification is given to Siemens.

For purposes of calculating the Uptime Performance level percentage, such computation shall be made over the PCP, to include any extended coverage hours as indicated on Exhibit A. The Equipment's Uptime Performance shall be calculated to comply with the above guidelines on an annual basis. If the Equipment's Uptime Performance level is found to be less than the guaranteed percentage, as computed in accordance with the above guidelines, Siemens will extend the term of this Agreement by seven (7) calendar days (30 calendar days for Oncology Care Systems) for every percentage point (rounded to the nearest percent) below the guaranteed percentage. These days will be added at the end of the term of this Agreement. For example, if the guaranteed percentage is 97%, then 96% Uptime Performance would result in an extension of seven (7) calendar days and 95% Uptime Performance would result in an extension of fourteen (14) calendar days. The foregoing states Siemens' entire obligation and liability, and the Customer's sole remedy, for Siemens' failure to meet the Uptime Performance Guarantee.

In order for the Uptime Performance Guarantee to be effective, the Customer must place all calls for service through the Siemens Customer Care Center and must accept all Technical Assistance that is offered by Siemens, including, but not limited to, telephone support and remote diagnostics. For any period of time that the Customer does not seek and accept Technical Assistance from Siemens, then the Equipment shall be considered to be operational.

The Customer agrees to allow connection to Smart Remote Service diagnostic equipment, where available, for the Equipment covered by this Agreement. Smart Remote Service (SRS) is required for SRS-capable systems. The Uptime Performance Guarantee shall be void if the SRS connection is not provided and available 24 hours per day, 7 days a week.

23. Response Time Guarantee [DOES NOT APPLY TO EVERY SERVICE AGREEMENT]

Siemens guarantees that it shall meet any on-site response time as specified in Exhibit A for system "down" situations. Response time is measured from the time that the Customer notifies the Siemens Customer Care Center that a system is down. The response time only applies during the PCP, to include any extended coverage hours (if selected by the Customer), as indicated on Exhibit A. For example, a request for on-site service made at noon on a Monday (where the PCP is 8:00 a.m. through 5:00 p.m., Mondays through Fridays) will have a guaranteed arrival time of 4:00 p.m. on the same day for customers with a four (4) hour response time and a guaranteed arrival time of 11:00 a.m. on the next day for customers with an eight (8) hour response time guarantee. A request for on-site service made at 9:00 a.m. on a Saturday will have a guaranteed arrival time of noon on the next Monday for customers with a four (4) hour response time and 4:00 p.m. on that Monday for customers with an eight (8) hour response time guarantee. If a request for on-site service is made outside the PCP (to include extended coverage hours, if selected by the Customer), Siemens will use its best efforts to have a CSE on-site as soon as possible.

If Siemens responds to a request for on-site service during the PCP but its work to repair or service the Equipment continues after the expiration of the PCP (to include any extended coverage hours, if applicable), then any work outside the PCP will be billed to the Customer, unless any optional Continuous Effort coverage that is available for the Equipment has been purchased as part of this Agreement. Continuous Effort coverage ensures that in room/system down situations, work will continue past the contracted PCP (including any extended coverage hours, if applicable, and/or core modality specific hours, as defined in the Glossary, if applicable) at no additional charge until the system is repaired or 1:00 a.m., whichever comes first, as long as the CSE has been on-site for one hour or more before the end of the contracted PCP (including any extended coverage hours and/or core modality specific hours, if applicable).

The remedy provided by Siemens for its failure to meet the on-site response time guarantee is as follows: for each one (1) hour or portion thereof that Siemens fails to meet the on-site response time guarantee, the Customer will receive one (1) free hour of overtime after the PCP for that service event. The foregoing states Siemens' entire obligation and liability, and the Customer's sole remedy, for Siemens' failure to meet the Response Time Guarantee.

24. Tool and Test Access [DOES NOT APPLY TO EVERY SERVICE AGREEMENT]

Siemens agrees to rent to the Customer, certain tools and test equipment as determined by Siemens ("Tools") to enable Customer to service the Equipment during the Contract Duration on the terms set forth herein. Siemens shall provide Tools after verifying to its sole satisfaction that Customer's In-House Biomedical Engineers are properly trained on the Equipment and Tools.

Siemens shall notify Customer of the rental fee for the Tools at the time of the order. Customer will be charged the rental fee after shipment of the Tools to Customer. Customer agrees to pay full list price of Tools (less rental fees paid) if Customer fails to return the Tools as required herein.

Customer may use the Tools for up to two (2) weeks ("Rental Period") from the date of receipt of the Tools. Customer may, with Siemens' consent, extend the Rental Period for an additional rental fee. Customer must return the Tools within five (5) business days of the conclusion of the Rental Period ("Return Period"). If the Tools are not received by Siemens before the conclusion of the Return Period, Customer will be charged the then-current list price for the Tools. Customer may, at the conclusion of the Return Period, purchase the Tools at the then-current list price, subject to the Terms and Conditions of Sale for Spare Parts and Service. The delivery of the Tools to the Customer and return of the Tools to Siemens shall be completed by Siemens at its own expense.

Title to the Tools shall be and at all times remain with Siemens and Customer shall keep the same free and clear of any and all liens and claims. Customer (i) authorizes Siemens to execute in Customer's name and file (and Customer shall promptly execute, if requested by Siemens) and (ii) irrevocably appoints Siemens its agent and attorney-in-fact to execute in the name of Customer and file, with such authorities and at such locations as Siemens may deem appropriate, any Uniform Commercial Code financing statements evidencing Siemens' ownership of the Tools. Risk of loss shall pass to Customer upon delivery. Customer shall maintain at its expense adequate liability insurance with respect to its possession and use of the Tools and against all common risks (i.e., fire, flood, theft, Acts of God, etc.) for the full replacement value of the Tools. At the request of Siemens, Customer shall provide Siemens with an insurance certificate evidencing such insurance coverage.

Customer shall only use the Tools for their intended purpose, in the proper manner and with appropriate care, pursuant to any instructions, training and manuals provided to Customer by Siemens. Customer shall immediately report to Siemens or its designee any malfunction or defect, whatever the nature or cause.

Customer shall ensure that any necessary repair, modification or service to any Tool is carried out by Siemens or Siemens' designee. Siemens agrees to use its best efforts to repair the Tools as needed in a prompt and timely fashion, following a reported malfunction or defect. Customer shall not move the Tools from the Customer's facilities identified on the front page of this Agreement. Customer shall return the Tools to Siemens in the same condition as when delivered to Customer (ordinary wear and tear excepted). Customer acknowledges the Tools constitute Confidential Information, and Customer will maintain the Tools in accordance with the Confidentiality provisions of this Agreement.

25. Non-Assignment

Customer may not assign this Agreement unless it obtains the prior written consent of Siemens, which consent shall not be unreasonably withheld or delayed. Siemens may not assign this Agreement unless it obtains the prior written consent of the Customer, which consent shall not be unreasonably withheld or delayed, except that Siemens may assign without Customer approval to any subsidiary or affiliated company or any of its authorized dealers.

26. Teampay Offering Terms and Conditions

The terms and conditions of the teampay MSA, set forth at the following link: <http://teampay.siemens.com/legal>, are incorporated by reference as material terms of this Agreement. With respect to the teampay offering, in the event of any conflict with the terms of the Agreement, the teampay terms and conditions shall govern.

27. Reimbursement for Training and Educational Services Upon Early Termination; Cancellation Policy

If this Agreement includes any training courses or other educational offerings and this Agreement is terminated or Equipment is removed from coverage as provided hereunder prior to the expiration of the term, then Siemens may bill the Customer for any balance due and owing with respect to those training courses or other educational offerings that have been completed by the Customer, and Customer agrees to pay the same.

Customer shall notify the Siemens training and education coordinator, in advance, of the cancellation, in whole or in part, of any training or other educational offering, or any request to reschedule the same. The cancellation or rescheduling of any training courses and other educational offerings may be subject to the payment of a cancellation fee. A copy of Siemens' cancellation policy is available upon request or can be found at:

<https://usa.healthcare.siemens.com/education/personalized-education-by-solution/solution/imaging-and-therapy/cancellation-policy>.

28. Cost Reporting

Customer 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. Customer 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.

29. Execution; Counterparts

If the Customer is a corporation or partnership, the person signing this Agreement on its behalf certifies that such person is an officer or partner thereof, that his or her action was duly authorized by appropriate corporate or partnership action, that such

action does not conflict with the corporate charter or bylaws or the partnership agreement, as the case may be, or any contractual provision binding on such corporation or partnership, and that no consent of any stockholders to his or her action is required.

This Agreement may be executed in two (2) or more counterparts, each of which shall constitute an original document but all of which together shall constitute one and the same agreement.

30. Entire Agreement

This Agreement, including all exhibits and addenda attached hereto, constitutes the entire agreement between the parties relating to the subject matter hereof, and supersedes all prior and contemporaneous oral or written representations or communications between the parties. This Agreement may not be modified or amended, except in writing executed by the appropriate designated officers of the parties hereto. Any variation in the terms and conditions contained in this Agreement (including, but not limited to, the inclusion of Customer's own terms and conditions in any purchase order or other document issued by Customer in response to and/or referencing Siemens' quotation for service or this Agreement) shall not be deemed to be a part of this Agreement and shall not be binding upon Siemens unless set forth in writing and executed by the appropriate designated officer of Siemens. Subject to the limitations expressed herein, this Agreement will be binding upon and inure to the benefit of the parties hereto, their successors, legal representatives, and permitted assigns. Notwithstanding anything to the contrary contained herein, the provisions of Sections 9, 10, 12, 13, 14, 15, 16, 18, 21 and 27 shall survive the expiration or termination of this Agreement.

THIS QUOTATION REPRESENTS A PRELIMINARY PROPOSAL AND DOES NOT CONSTITUTE AN OFFER OR A CONTRACT. A BINDING CONTRACT THAT INCLUDES THE TERMS SET FORTH HEREIN SHALL ONLY BECOME EFFECTIVE UPON EXECUTION BY THE PARTIES OF A COMPLETE AGREEMENT.

District / Sales Office

SIEMENS MEDICAL SOLUTIONS USA, INC.
 7711 Center Avenue, Suite 300
 Huntington Beach, CA 92647
 Attn: Sean Carter
 Phone: (916) 788-2946
 Fax: (916) 788-2948
 Email: sean.carter@siemens-healthineers.com

Sold To

HUMBOLDT GENERAL HOSPITAL
 DISTRICT
 118 E HASKELL ST
 WINNEMUCCA, NV 89445

Bill To

HUMBOLDT GENERAL HOSPITAL
 DISTRICT
 118 EAST HASKELL STREET
 WINNEMUCCA, NV 89445

Payer

HUMBOLDT GENERAL HOSPITAL
 DISTRICT
 118 E HASKELL ST
 WINNEMUCCA, NV 89445

Item #	System Name	Functional Location	Service Agreement	Contract Duration	Warranty Period Price	Partial Year Price	Annual Price
1	Ysio MAX		Silver contract	Warranty + 4 Years	\$0	\$0	\$33,114

Includes:

Parts and/or Labor to the extent shown in Exhibit A.
 System Updates.
 Access to Siemens Customer Care Center for technical telephone support (remote diagnostics, if available to the site and the equipment).

Excludes:

Parts defective due to "acts of God", abuse, misuse, neglect, thermal and shock. Specialty components, including, but not limited to: Glassware, Flat Detectors, Consumables, Transducers, MRI coils, SPECT and PET sources (unless purchased as an option). Non-Siemens components and accessories (such as VCR, injector, laser printer, MR surface coils, tables/table tops, chiller, UPS, etc.) unless specifically identified in Exhibit A.

Exhibit A

Item #1:

Equipment:	Ysio MAX		
Equipment Location:	HUMBOLDT GENERAL HOSPITAL DISTRICT		
Address:	118 E HASKELL ST, WINNEMUCCA, NV 89445		
Functional Location:	Service Quote Nr: 1-RJWRWB Rev 0	Equipment Quote Nr: 1-RJQ658	Payment Frequency: Monthly
Standard Warranty: Extended Warranty	Warranty Start: Upon Warranty Commencement	Warranty End: 1 Year Duration	Warranty Price: \$0
Service Agreement: Silver contract	Contract Start: Upon Warranty Expiration	Contract End: 4 Year Duration	Annual Price: \$33,114

(See Glossary pages for detailed description of items listed below.)

Coverage applies during the Warranty or Contract Period as indicated:	Warranty Period	Contract Period
Principal Coverage Period	08:00am - 05:00pm M-F	08:00am - 05:00pm M-F
Uptime Guarantee	97%	95%
Phone Response	30 min	60 min
On-Site Response	4 hours	8 hours
Parts Order Requirement	noon	6pm
Parts Delivery	Same Day	Next Day
Smart Remote Services	✓	✓
teampay Basic	✓	✓
No Flat Detector Coverage	✓	✓
Mobile FD Coverage WFD	Qty 1	Qty 1
Tube coverage	✓	✓
Safety Checks	✓	✓
Planned Maintenance	✓	✓
Quality Assurance	✓	✓
Updates	✓	✓
Technical Phone Support	✓	✓
Labor	✓	✓
Travel	✓	✓
LifeNet Access	✓	✓
Application Hotline Phone Support	✓	✓
General Spare Parts Coverage	✓	✓
No Consumable Coverage	✓	✓
Wallstand	✓	✓
Enhanced Virtual Learning Sub	N/A	Qty 1

This pricing is only valid for new service contracts that are signed with the equipment purchase or prior to warranty commencement.

No further Options or Alternatives are included in the above listed equipment.

Glossary

Deliverables	Description
Application Hotline Phone Support	Siemens Customer Care Center Clinical Applications Phone Support is provided with this contract during modality specified hours, call 1-800-888-7436 with your questions and to receive direct access to a Clinical Education Specialist
Enhanced Virtual Learning Sub	This 12 month multi-modality subscription provides access for imaging professionals to receive additional educational content. This high-value content includes step-by-step performance-enhancing videos, a minimum of 6 one-hour on-demand webinars covering current clinical and industry topics, and access for up to 24 CEUs via your PEPconnect Virtual Wallet. The on-demand webinars are recorded and posted on a regular basis over the term of the subscription and are available for unlimited viewing once posted. Imaging professionals must be logged into PEPconnect (Siemens' online learning platform) to be eligible to receive the CEUs. PEPconnect provides access to all online and virtual training with a wide variety of product-specific, clinical and job-relevant courses. This educational offering must be completed 12 months from purchase date. If training is not completed within the applicable time period, Siemens obligation to provide the training will expire without refund.
General Spare Parts Coverage	Replacement of standard spare parts. Excludes high-vacuum components, consumables, Shock wave components, Transducers, TEE's and Specialty Probes, Flat Panel Detectors, MMLC, and Waveguides. Excludes non-Siemens parts unless specifically identified in Exhibit A.
Labor	Unlimited coverage of on-site labor during the Principal Coverage Period indicated. Preferred labor rates for billable service outside of Principal Coverage Period (at current prevailing tiered rates).
LifeNet Access	The LifeNet portal provides access to customer service information related to diagnostic imaging equipment. Access includes service and PM management tools, equipment performance reports, service documentation, asset management and service contract management tools and much more.
Mobile FD Coverage WFD	Covers the replacement of the mobile flat panel detector (FD) for wear, failure or damage. Detector batteries are included.
No Consumable Coverage	Upon selection to not have consumable coverage, customer agrees to supply at his/her own expense consumables, such as but not limited to, batteries, leads, padding, storage media, cassettes, etc. Full list of consumables covered can be found on Lifenet customer portal: www.usa.siemens.com/lifenet .
No Flat Detector Coverage	Excludes coverage of the fixed or cassette Flat Panel Detector(s).
On-Site Response	Siemens guarantees on-site CSE arrival within a specific time period (see Exhibit A) after a call for service has been placed with the Siemens Customer Care Center. This on-site response applies in system/room down situations only. (See Response Time Guarantee in General Terms and Conditions for additional information)
Parts Delivery	Spare parts arrival for on-site repair of room-down/system-down is typically the Same Day following the time the parts order is submitted.
Parts Order Requirement	Parts order must be placed with Siemens by noon (Customer's local time) in order to receive Parts Delivery commitment as specified.
Phone Response	The response time indicated on Exhibit A provides preferred call-handling of a service event. This call-back response is the telephone response to the customer by the Siemens Customer Care Center personnel or the CSE to provide the status of the service call.
Planned Maintenance	Preventive services carried out in accordance with the equipment's specific maintenance plan. This includes: tracking and scheduling of required maintenance tasks; exchange of wear and tear parts according to maintenance plan; care measures; adjustments to factory specifications; verification of specified performance and functionality; documentation and detailed protocol of system condition.
Principal Coverage Period	Hours defined in Exhibit A during which agreed-upon services are provided.
Quality Assurance	Regular quality assurance tasks and image quality inspections to achieve consistent, high-quality images, are performed to keep the system within the quality specifications as issued by the factory.
Safety Checks	Safety Checks are performed to insure compliance with all local and federal guidelines and regulations. This service consists of <ul style="list-style-type: none"> Tracking and scheduling of required tests Mechanical Safety Checks (e.g. mechanical movements etc.) Electrical Safety Checks (e.g. leakage currents, insulation etc.) Reporting of findings and results
Smart Remote Services	Smart Remote Services – the efficient and comprehensive infrastructure for medical equipment-related remote services – combines high-tech medical engineering with state-of-the-art information technology. Services, which formerly required on-site visits, are now available via data transfer. SRS enables both Core Services (which are included as part of our standard service agreements), as well as optional services (called Enhanced Productivity Services - EPS). A VPN connection is required.

Deliverables	Description
teampay Basic	teampay is a cloud based solution that provides Customer access to certain metrics on the Equipment and other Siemens imaging systems connected to Customer's network. teampay's Basic applications require the installation of locally installed teampay receiver software with web-based analytics relating to usage data management. The teampay receiver software can be installed on Customer's hardware or virtual machines meeting the minimum hardware requirements.
Technical Phone Support	Direct access to specialists at the Siemens Customer Care Center for fast diagnosis and technical support. Technical Phone Support is available to Siemens customers over the telephone, 24 hours a day, 7 days a week.
Travel	Includes travel time for Customer Service Engineer to and from Customer's site. Subject to change to reflect currently prevailing rates, if occurring outside of the Principal Coverage Period indicated.
Tube coverage	Covers replacement of X-Ray tube, if necessary.
Updates	Modifications or reliability enhancements to equipment includes two types: Mandatory (safety and performance-related update instructions) and Non-mandatory (reliability-related service instructions). Labor is included during the hours of PCP. Does not include enhancements to the operating systems or additional functionality.
Uptime Guarantee	Guarantee that the Equipment will function at the minimum Uptime Performance level set forth in Exhibit A of this Agreement. A SRS connection via VPN broadband is mandatory.
Wallstand	Includes coverage for repair of the Wall Stand.

Siemens Medical Solutions USA, Inc. General Terms and Conditions

1. Scope

For the term set forth on the first page hereof under the heading "Contract Duration", Siemens will provide (i) remedial maintenance service on the equipment described on the preceding pages hereof (the "Equipment") when requested by the Customer, as well as planned maintenance inspections, when scheduled, as further described in the Glossary section attached hereto, in order to keep the Equipment operating in accordance with the manufacturer's specifications, and (ii) any training courses and/or other educational offerings described in Exhibit A and the Glossary. Siemens will make every effort to respond to service calls at a mutually agreed upon arrival time consistent with the provisions cited in Section 2. In connection with the provision of Equipment maintenance services, Siemens may take photographs or other images of the Equipment or components thereof in order to expedite the completion of repairs, provided that any such photographs shall not include any patients, employees or agents of the Customer and further provided that such photographs and images will only be used in order for Siemens to carry out its duties and responsibilities hereunder.

In the event that (i) the term of this Agreement does not include the Equipment warranty period (as indicated on the first page hereof under the heading "Contract Duration"), or (ii) the term of this Agreement does not commence immediately upon the expiration of the Siemens warranty, or (iii) the Equipment was serviced prior to commencement of the term by anyone other than Siemens or an authorized Siemens dealer or service provider, or (iv) the Equipment was moved from its original location or is not connected to its original power supply (other than portable or mobile Equipment), then the Equipment is subject to inspection by Siemens to determine if it is in good operating condition prior to the commencement of services under this Agreement. Any inspection as well as any repairs or adjustments deemed necessary by Siemens during such inspection shall be made at Siemens' per-call rates and terms then in effect and shall include charges for parts, with all such repairs or adjustments to be completed prior to the commencement of service under this Agreement.

If this Agreement includes any training courses or other educational offerings, such training courses or other offerings may consist of on-site training or consultation at the Customer site, a Siemens training facility or via conference call or net meeting, self-study or computer based training, or other arrangements, as further described in Exhibit A and the Glossary. In some cases, tuition charges will cover travel and lodging for off-site training, and in other cases Customer will be responsible for all travel and lodging costs. Details of the training are provided on Exhibit A and the Glossary.

2. Principal Coverage Period (PCP)

Service and maintenance will be provided during the principal coverage period ("PCP") as defined on Exhibit A, excluding the following holidays: New Years Day, Memorial Day (observed), Independence Day, Labor Day, Thanksgiving Day, Christmas Day. If one of the foregoing holidays falls on a Saturday, then the holiday will be observed on the previous Friday, and if the holiday falls on a Sunday, the holiday will be observed on the following Monday. Unless an extended hours coverage option has been selected, labor and travel required outside the PCP will be charged at Siemens' per-call rates and terms then in effect.

3. Replacement Parts

Siemens will supply at its own expense, necessary parts, except as indicated in the Glossary section, provided replacement of the parts is required because of normal wear and tear or otherwise deemed necessary by Siemens and further provided that the Siemens-manufactured parts are available from the factory. All Parts will be new, standard parts, or used, reworked or refurbished parts that comply with applicable performance and reliability specifications. Exchange parts removed from the Equipment shall become the property of Siemens unless such exchange parts constitute "hazardous wastes", "hazardous substances", "special wastes" or other similar materials, as such terms are defined by any federal, state or local laws, rules or regulations, in which case, at the option of Siemens, the exchange parts shall remain the property of the Customer and shall be disposed of by the Customer in strict compliance with all applicable laws, rules and regulations.

4. Planned Maintenance (PM)

Planned maintenance will be carried out according to the manufacturer's recommended schedule. Planned maintenance generally includes checking mechanical and electrical safety, lubrication, functional testing and adjusting for optimum performance as specified in the detailed planned maintenance work plan.

5. Software Maintenance

Whenever the Equipment covered by this Agreement utilizes Siemens' operating system software, Siemens will provide all maintenance and commercially available updates for such operating system software as part of this Agreement. Such updates will solely enhance previously purchased capacities of the Equipment. Operating system software upgrades that provide new features or capabilities or that require hardware changes will be offered to Customer when commercially available and at purchase prices established by Siemens. In addition, some upgrades may require applications training performed by Siemens' personnel that will be offered at Siemens' rates and terms then in effect. Siemens retains the sole right to determine whether an upgrade requires such training.

Nothing in this Agreement shall in any way grant to Customer any right to or license in any diagnostic service software utilized by Siemens in servicing the Equipment. Such service software is and remains the property of Siemens and is available to Customer pursuant to the terms and conditions of a separate diagnostic materials license agreement, which may require payment of a license fee. This service software shall be disabled by Siemens upon cancellation or termination of this Agreement.

6. Equipment; Location; Remote Access

The Equipment covered under this Agreement is limited to the Siemens furnished Equipment described on the face sheet(s). The Equipment shall not be moved to another location unless Customer obtains the prior written consent of Siemens, subject to the following exceptions (i) portable Equipment (e.g., Ultrasound equipment, but not including any equipment that is housed in a mobile vehicle, van or trailer) may be moved to other locations within the same facility, so long as the Customer informs Siemens of the location of the Equipment when Siemens is scheduled to provide on-site service; (ii) if Equipment is located in a trailer, van or other form of mobile vehicle, the Equipment may be moved from the Equipment Location identified on Exhibit A, provided, however, that Siemens shall not be required to service such Equipment, and the Response Time and Uptime Performance Guarantees (if any) or Availability Commitment (if applicable) shall not apply, if either (a) the Customer does not notify Siemens at least one (1) month in advance of the Equipment's mobile route, or (b) the Equipment is moved more than 25 miles from the original Equipment Location; and (iii) if fixed Equipment is moved to any other location within the Customer's facility, then either (a) the Customer will engage Siemens to relocate the Equipment, at Siemens' then current rates and charges, or (b) if Siemens does not perform the services necessary to relocate the Equipment, then Siemens may suspend services with respect to such Equipment until Siemens performs an inspection of the Equipment, at the Customer's cost, to determine if any repairs are necessitated as a result of any such relocation (in which case the Customer shall be separately charged for such repairs, including parts and labor, at Siemens' rates and charges then in effect).

Siemens service personnel will be given full and free access to the Equipment to perform inspections and service/maintenance on the Customer's premises, and will make specific appointments for such maintenance. If the Equipment is not made available at the appointed time, waiting time beyond a reasonable allowance will be charged at Siemens' per-call rates and terms then in effect.

Customer shall provide Siemens with both on-site and remote access to the Equipment. The remote access shall be provided through the Customer network as is reasonably necessary for Siemens to provide services under this Agreement. Remote access will be established through a broadband internet based connection to either a Customer owned or Siemens 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.

In the event the Customer fails to provide or maintain the remote access connection for any Proactive Service Agreement (e.g., Pinnacle, Select, Essential, as identified in Exhibit A), or any Signature, Benchmark, or Balance Service Agreement with a volume-based deliverable as defined in Exhibit A, then Siemens shall have the option to terminate this Agreement. In addition, in accordance with the terms of Section 22 hereof, any Uptime Performance Guarantee or Availability Commitment (if applicable) shall be void if the remote access connection is not provided and available 24 hours per day, 7 days a week.

7. Agreement Term; Price; Payment Terms

This Agreement shall be in effect for the period stated on the first page of this Agreement.

For the basic services to be provided by Siemens under the terms of this Agreement, Siemens shall send invoices to the Customer and payments shall be made in advance based on the payment frequency shown in Exhibit A under "Payment Frequency".

Invoices for all amounts due under this Agreement shall be sent to the Customer by regular U.S. mail, postage prepaid, at the address set forth on the first page hereof under "Bill To".

After the first year of the term of the Equipment coverage period set forth in the Agreement, Siemens may increase the Annual Agreement Price no more than once every twelve (12) months based upon the percentage increase in the Consumer Price Index for All Urban Consumers, U.S. City Average, All Items ("CPI"), as published by the United States Department of Labor, Bureau of Labor Statistics. The percentage increase in the CPI shall be measured over the period since the commencement of the Agreement (in the case of the first price increase) or since the effective date of the last price increase (in the case of any subsequent price increases). Siemens shall provide the Customer with no less than thirty (30) days written notice of any price increase.

All payments to be made by Customer under this Agreement are due net thirty (30) days from the invoice date. Past due payments shall bear interest at the rate of 1½% per month.

8. Causes for Exclusion/Separate Charges

This Agreement specifically excludes labor, parts and expenses necessary to repair Equipment:

- damaged by fire, accident, misuse, abuse, negligence, improper application or alteration or by a force majeure occurrence as described in Section 17 hereof, or by the Customer's failure to operate the Equipment in accordance with the manufacturer's instructions or to maintain the recommended operating environment and line conditions;
- defective due to unauthorized attempts to repair, relocate, maintain, service, add to or modify the Equipment by the Customer or any third party or due to the attachment and/or use of non-Siemens supplied parts, equipment or software without Siemens' prior written approval (and if the Customer or a third party modifies the Equipment, then Siemens may remove such Equipment from coverage under this Agreement unless the Customer restores the Equipment to the manufacturer's published specifications);
- defective due to any repair or service of the Equipment by the Customer or any third party prior to the commencement of the term of this Agreement;
- which failed due to causes from within non-Siemens supplied equipment, parts or software including, but not limited to, problems with the Customer's network;
- which is worn out and cannot be reasonably repaired due to the unavailability of spare parts from the original equipment manufacturer; or
- which is a transducer or probe and which is damaged or defective, or which failed, due to any of the foregoing causes or due to improper cleaning, disinfecting or TEE bite marks.

If Siemens is called upon to service or repair Equipment which falls under this Section 8, a separate invoice will be issued for labor, parts and expenses at Siemens' rates and terms then in effect.

This Agreement does not entitle the Customer to services related to information technology, patient and imaging workflow design and analysis, or problem diagnosis. Siemens' responsibility under this Agreement does not extend beyond the outbound or inbound sockets of the Equipment. In addition, changes, adjustments, additions or repairs required to or with respect to the Equipment resulting from issues, matters, items or concerns that are the responsibility of the Customer, such as changes related to Customer's network infrastructure, are not covered by this Agreement. This may include, but is not limited to, network IP address changes. Although the Equipment may have limited short term storage capacity, the storage of images, both patient and QA images, is the responsibility of the Customer.

If Siemens offers a Network Assistance option for the Equipment and the Customer purchases this option as indicated on Exhibit A, then Siemens shall assist the Customer in its efforts to identify the cause of any network or connectivity problems which may affect the operation of the Equipment; provided, however, that the price for this option does not include the cost of any repairs (labor, parts, etc.) to remedy such problems, which shall be the sole responsibility of the Customer. If the Customer does not purchase this option, or if this option is not offered by Siemens, then any assistance provided by Siemens to the Customer with respect to any network or connectivity issues shall require a P.O. from the Customer and shall be separately billed to the Customer at Siemens' then current rates and charges.

9. Default

Customer shall be in default under this Agreement upon: (i) a failure by Customer to make any payment due Siemens within ten (10) days of receipt of notice from Siemens that the payment was not made within the applicable payment period; (ii) a failure by Customer to perform any other obligation under this Agreement within thirty (30) days of receipt of notice from Siemens; (iii) a failure to grant Siemens access to the Equipment as set forth in Section 6 of this Agreement; (iv) a default by Customer or any affiliate of the Customer under any other obligation to or agreement with Siemens, Siemens Financial Services, Inc. or Siemens Medical Solutions Health Services Corporation, or any assignee of the foregoing (including but not limited to, a promissory note, lease, rental agreement, license agreement or purchase contract); or (v) the commencement of any insolvency, bankruptcy or similar proceedings by or against the Customer (including any assignment by Customer for the benefit of creditors). Upon the occurrence of any event of default hereunder, Siemens may, in addition to any and all other remedies available under law, elect to: (i) immediately cease providing services under this Agreement and any and all other agreements between the parties, or suspend any training courses or educational offerings provided under this Agreement, until the default is cured or corrected, (ii) terminate this Agreement, in which case Customer shall pay to Siemens (a) all amounts due under this Agreement through the effective date of termination, (b) as liquidated damages and not as a penalty, an amount equal to 25% of the remaining payments due under this Agreement from the date of termination through the scheduled expiration of the term of this Agreement, and (c) all costs and expenses of collection, including without limitation reasonable attorneys' fees and court costs incurred by Siemens as a result of the Customer's default, and/or (iii) commence collection actions (including court actions) for all sums due under this Agreement. All rights and

remedies available to Siemens hereunder, by law or equity, shall be cumulative and there shall be no obligation for Siemens to exercise a particular remedy.

In the event that Customer cures all defaults hereunder, then prior to resumption of the Equipment maintenance services under this Agreement, Siemens may inspect the Equipment to determine if it is in good operating condition. Such inspection shall be charged to the Customer at Siemens' per-call rates and terms then in effect. Any repairs or adjustments which Siemens determines are required due to (i) the use of any non-Siemens parts, (ii) the repair or service of the Equipment by the Customer or any third party during the suspension of services by Siemens, or (iii) any of the exclusions from coverage set forth in Section 8 of this Agreement, shall be charged to the Customer at Siemens' rates and terms then in effect and shall include charges for parts, with all such repairs or adjustments to be completed prior to the resumption of service under this Agreement.

10. Limitation of Liability

Siemens' entire liability and Customer's exclusive remedy for any direct damages incurred by the Customer from any cause whatsoever, and regardless of the form of action, whether liability in contract or in tort, arising under this Agreement or related hereto, shall not exceed, as applicable: (i) an amount equal to the Annual Agreement Price (in effect when the cause of action arose) for the specific item of Equipment under this Agreement that caused the damage or is the subject matter of, or is directly related to, the cause of action, or (ii) the amount paid by Customer to Siemens under this Agreement for the particular training course or educational offering that is the subject matter of the claim. The foregoing limitation of liability shall not apply to claims by Customer or third parties for bodily injury or damage to real property or tangible personal property (including damage to the Equipment covered by this Agreement) caused solely and directly by the gross negligence or willful misconduct of Siemens. In addition, Siemens shall have no liability hereunder to Customer to the extent that Customer's or any third party's acts or omissions contributed in any way to any loss it sustained or to the extent that the loss or damage is due to a force majeure occurrence as described in Section 17 hereof or any other cause beyond the reasonable control of Siemens.

THIS IS A SERVICE AGREEMENT. WITHOUT LIMITING THE LIMITATION OF LIABILITY SET FORTH IN THE PRECEDING PARAGRAPH, SIEMENS EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL SIEMENS BE LIABLE FOR ANY LOST PROFITS, LOST SAVINGS, LOST REVENUES, LOSS OF USE OR DOWNTIME (EXCEPT AS OTHERWISE PROVIDED HEREIN), LOST DATA, OR FOR ANY INDIRECT, INCIDENTAL, UNFORESEEN, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER THEORY OR FORM OF ACTION, EVEN IF SIEMENS HAS BEEN ADVISED OF THE POSSIBILITY THEREOF, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OR PERFORMANCE OF THE EQUIPMENT.

11. Notices

Except for the issuance of invoices as set forth in Section 7 hereof, all notices required to be provided hereunder shall be in writing and shall be sent by overnight delivery via a nationally recognized delivery service or by certified or registered mail, postage prepaid, to Siemens at the address set forth on the first page of this Agreement and to the Customer at the address set forth under "Bill To" on the first page of this Agreement. Notice given in compliance with this Section 11 shall be sufficient for all purposes under this Agreement, and such notice shall be effective when sent. Either party may change its notice address only if notification is sent in writing pursuant to this Section 11.

12. Governing Law; Waiver of Jury Trial

This Agreement shall be governed by the laws of the Commonwealth of PA. TO THE EXTENT NOT PROHIBITED BY LAW, THE PARTIES WAIVE ALL RIGHTS TO A JURY TRIAL IN ANY LITIGATION ARISING FROM OR RELATED IN ANY WAY TO THIS AGREEMENT OR THE TRANSACTION CONTEMPLATED HEREBY.

13. Government Access Clause

Until the expiration of four (4) years after the furnishing of any services under this Agreement, Siemens shall make available upon written request of the Secretary of the Department of Health and Human Services, the Comptroller General, or any of their duly authorized representatives, this Agreement and the books, documents and records of Siemens which are necessary to certify the nature and extent of costs incurred under this Agreement. If Siemens carries out any of the duties of this Agreement through a subcontract with a value of \$10,000 or more over a 12 month period with a related organization, such subcontract shall include a clause to the effect that until the expiration of four (4) years after the furnishing of any services under the subcontract, the related organization shall make available upon written request of the Secretary of the Department of Health and Human Services, the Comptroller General, or any of their duly authorized representatives, the subcontract and the books, documents and records of the related organization that are necessary to certify the nature and extent of costs incurred under that subcontract.

This provision shall apply if and solely to the extent that Section 1861 (v) (1) (I) of the Social Security Act applies to this Agreement.

14. Damages, Costs, And Fees

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 not be entitled to recover from the other party punitive damages. The prevailing party shall be entitled to recover from the other party all reasonable attorneys' fees and collection agency fees incurred, together with such other expenses, costs and disbursements as may be allowed by law.

15. Severability; Headings

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

16. Waiver

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.

17. Force Majeure

Siemens will not be liable to Customer for any failure to fulfill its obligations under this Agreement due to causes beyond its reasonable control and without its fault or negligence including, but not limited to, governmental laws and regulations, acts of God or the public, war or other violence, civil commotion, blockades, embargoes, calamities, floods, fires, earthquakes, explosions, accidents, storms, strikes, lockouts, work stoppages, labor disputes, or unavailability of labor, raw materials, power or supplies. In addition, in the event of any determination pursuant to the provisions of a collective bargaining agreement between the Customer and any labor union representing any employees of the Customer preventing or hindering the performance of any of the obligations of Siemens under this Agreement, or determining that the performance of any such obligations violates provisions of that collective bargaining agreement, or in the event a trade union, or unions, representing any of the employees of the Customer otherwise prevents Siemens from performing any such obligations, then Siemens shall be excused from the performance of such obligations unless the Customer makes all required arrangements with the trade union, or unions, to permit Siemens to perform the work. The Customer shall pay any additional costs incurred by Siemens that are related to any labor dispute(s) that involve the Customer.

18. Confidentiality

Siemens and the Customer shall maintain the confidentiality of any information provided or disclosed to the other party, its employees or agents (a "receiving party") relating to the business, customers and/or patients of the disclosing party, including but not limited to know-how, technical data, processes, software, techniques, developments, inventions, research products and plans for future developments, proprietary matters of a business or technical nature, as well as this Agreement and its terms (including the pricing and other financial terms under which the Customer will be obtaining the services hereunder). Confidential Information shall also include all written materials (including correspondence, memoranda, manuals, training materials, notes and notebooks) and all computer software, models, mechanisms, devices, drawings or plans which may be disclosed or made available embodying Confidential Information. All Confidential Information shall be and remain the sole and exclusive property of the disclosing party. 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. Confidential Information shall not include any information or data which (i) is or becomes public knowledge (through no fault of the receiving party or any of its employees or agents), (ii) is made available to the receiving party by an independent third party without any obligation of confidentiality, (iii) is already in the receiving party's possession at the time of receipt from the disclosing party (as such prior possession can be properly demonstrated by it), or (iv) is required by law to be disclosed, provided that the receiving party gives the disclosing party advance notice of the requirement for disclosure so that the disclosing party can take whatever action it deems necessary to protect the disclosure of its Confidential Information. In addition, this confidentiality provision shall not apply to any action brought by either party to enforce the terms of this Agreement against the other party.

Any unauthorized use, disclosure or misappropriation of any Confidential Information by the receiving party in violation of the foregoing may result in irreparable and continuing damage to the disclosing party; in the event of such breach, the disclosing party shall be entitled to obtain immediate injunctive relief and any other relief or remedies to which it may be entitled. The receiving party waives any requirement that the disclosing party post a bond or other security in connection with any petition filed by the disclosing party for injunctive relief. In the event that a court of competent jurisdiction determines that the receiving party has breached this provision, then the receiving party shall reimburse the disclosing party for the costs of any court proceedings and all reasonable attorneys' fees.

19. End of Support Announcement

Notwithstanding anything to the contrary contained herein, in the event that Siemens makes a general announcement that it will no longer offer service agreements for an item of Equipment or components thereof, or provide a particular service agreement option or feature, whether due to the unavailability of spare parts or otherwise (an "EOS Announcement"), then upon no less than twelve (12) months prior written notice to the Customer, Siemens may remove any affected Equipment, components, options or features from coverage under this Agreement, with a corresponding adjustment of the Annual Agreement Price. In addition, at the end of this twelve (12) month period, the Customer may either remove the affected Equipment components,

options or features from coverage under this Agreement or request that Siemens provide service or parts on a time and materials basis only, at Siemens' rates and terms then in effect, for any Equipment, components, options or features subject to an EOS Announcement.

20. Removal of Equipment from Coverage

The Customer may remove Equipment from coverage under this Agreement at any time upon no less than thirty (30) days prior written notice to Siemens if the use of the Equipment is permanently discontinued and the Equipment is removed from service. There is no fee for this cancellation. Prorated credit will be issued for any advance payments made by the Customer for the period after the effective date of removal (based on the notice requirement). In addition, if the Customer sells or otherwise transfers any of the Equipment to a third party and the Equipment remains installed and in use at the same location, but such third party does not assume the obligations of the Customer under this Agreement or enter into a new service agreement with Siemens with a term at least equal to the unexpired term of this Agreement, then the Customer may terminate this Agreement with respect to such Equipment upon no less than thirty (30) days prior written notice to Siemens, in which case the Customer shall pay to Siemens (i) all amounts due under this Agreement through the effective date of termination (based on the notice requirement) and (ii) as liquidated damages and not as a penalty, an amount equal to 25% of the remaining payments due under this Agreement for such Equipment from the date of termination through the scheduled expiration of the term of this Agreement.

21. HIPAA

To the extent required by the provisions of the Health Insurance Portability and Accountability Act ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act ("HITECH"), and any regulations promulgated thereunder, Siemens does hereby assure Customer that it will appropriately safeguard Protected Health Information (as defined under HIPAA) made available to or obtained by Siemens pursuant to this Agreement or any Service Schedule ("PHI"). Without limiting the obligations of Siemens otherwise set forth in this Agreement or imposed by applicable law, Siemens agrees to comply with applicable requirements of law relating to PHI and with respect to any task or other activity Siemens performs on behalf of Customer. Specifically, Siemens shall:

(a) not use or disclose PHI other than as permitted or required by this Agreement or as required by law, and limit any use or disclosure of PHI to a limited data set or the minimum necessary to accomplish the intended purpose of such use or disclosure;

(b) implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of any electronic PHI that it creates, receives, maintains or transmits on behalf of the Customer, and comply, where applicable, with the HIPAA Security Rule with respect to such electronic PHI, and otherwise use appropriate safeguards to prevent use or disclosure of PHI, other than as provided for by this Agreement;

(c) report to Customer any use or disclosure of PHI not provided for by this Agreement, and report any security incident, of which Siemens becomes aware;

(d) in accordance with applicable HIPAA and HITECH requirements, ensure that any subcontractors or agents to whom Siemens provides PHI received from, or created or received by Siemens on behalf of, Customer agree to essentially the same restrictions and conditions that apply to Siemens with respect to PHI and implement reasonable and appropriate safeguards with respect to PHI;

(e) upon Customer's written request, make PHI available to the Customer as necessary for Customer to respond to individuals' requests for access to PHI about them, provided that the PHI in Siemens' possession constitutes a Designated Record Set and Siemens has been specifically engaged by Customer to so maintain and service such PHI on behalf of Customer;

(f) upon Customer's written request, make PHI available to Customer for amendment and incorporate any amendments to the PHI in accordance with applicable law, provided that the PHI in Siemens' possession constitutes a Designated Record Set and Siemens has been specifically engaged by Customer to so maintain and service such PHI on behalf of Customer;

(g) make available to Customer the information in its possession required to provide an accounting of disclosures of PHI as required by applicable law;

(h) mitigate, to the extent practicable, any harmful effect that is known to Siemens of a use or disclosure of PHI by Siemens in violation of the requirements of this Agreement or of law;

(i) provide notice of a breach of unsecured PHI to Customer without unreasonable delay, and in no case later than thirty (30) days after discovery of a breach. The notification shall include, to the extent possible, the identification of each individual whose unsecured PHI has been, or is reasonably believed by Siemens to have been, accessed, acquired, used, or disclosed. Siemens shall provide Customer with any other available information that Customer is required to include in notification to the Individual under applicable law;

(j) make Siemens' internal practices, books, and records relating to the use and disclosure of PHI received from Customer available to the Secretary of the United States Health & Human Services for purposes of determining Customer's compliance with applicable law; and

(k) upon expiration or termination of this Agreement, return to Customer or destroy all PHI in its possession as a result of this Agreement and retain no copies of PHI, if it is feasible to do so. If return or destruction is not feasible, Siemens agrees to extend all protections contained in this Agreement to Siemens' use and/or disclosure of any retained PHI, and to limit further uses and/or disclosures to the purposes that make the return or destruction of the PHI infeasible.

Siemens may use and disclose PHI as necessary for Siemens to perform its obligations hereunder, and may (i) use the PHI for its proper management and administration and to carry out its legal responsibilities, (ii) disclose the PHI to a third

party for Siemens' proper management and administration or to carry out Siemens' legal responsibilities, provided that the disclosures are required by law or Siemens obtains reasonable assurances from the third party regarding the confidential handling of such PHI as required under HIPAA and/or HITECH, and the third party agrees to notify Siemens of any instances in which the confidentiality of the information has been breached, (iii) provide data aggregation services related to the healthcare operations of Customer, and (iv) de-identify the PHI, and use such de-identified data, in accordance with the de-identification requirements under HIPAA.

Siemens agrees that it will negotiate in good faith an amendment to this Agreement if, and to the extent required by, the provisions of HIPAA and regulations promulgated thereunder, in order to assure that this Agreement is consistent therewith.

22. Uptime Performance Guarantee [DOES NOT APPLY TO EVERY SERVICE AGREEMENT]

For any Equipment that includes an Uptime Guarantee as specified in Exhibit A, Siemens guarantees that the Equipment will function at the minimum Uptime Performance (defined below) level set forth in Exhibit A (computed as described below).

"Uptime Performance" is defined as the capability of the Equipment to be utilized to treat or diagnose patients. The Equipment will be considered to be operational (i.e., it will not be considered to be "down"): (a) unless it cannot be utilized to treat or diagnose patients (room down); (b) if Siemens is prepared to perform maintenance services to make the Equipment operational but such service is refused by the Customer or is deferred by the Customer until a later time or date; (c) if the Equipment is not otherwise made available to Siemens' service engineers; (d) if the Equipment is down is due to, associated with, or caused by (i) misuse, negligence, or operator error, (ii) inadequate environmental conditions (not conforming with the environmental specifications provided by Siemens), including temperature and humidity, line power exceeding Siemens' requirements of voltage, frequency, impulses or transients, (iii) any of the exclusions set forth in Section 8 hereof, or (iv) acts of God or other force majeure events described in Section 17 hereof; or (e) during periods in which Siemens is performing scheduled or planned maintenance, changing high-vacuum components, and installing updates and/or upgrades. If the Equipment is not operational, then the Customer must immediately notify the Siemens Customer Care Center (24-hour Service Call Dispatch Center). Downtime will not commence until such notification is given to Siemens.

For purposes of calculating the Uptime Performance level percentage, such computation shall be made over the PCP, to include any extended coverage hours as indicated on Exhibit A. The Equipment's Uptime Performance shall be calculated to comply with the above guidelines on an annual basis. If the Equipment's Uptime Performance level is found to be less than the guaranteed percentage, as computed in accordance with the above guidelines, Siemens will extend the term of this Agreement by seven (7) calendar days (30 calendar days for Oncology Care Systems) for every percentage point (rounded to the nearest percent) below the guaranteed percentage. These days will be added at the end of the term of this Agreement. For example, if the guaranteed percentage is 97%, then 96% Uptime Performance would result in an extension of seven (7) calendar days and 95% Uptime Performance would result in an extension of fourteen (14) calendar days. The foregoing states Siemens' entire obligation and liability, and the Customer's sole remedy, for Siemens' failure to meet the Uptime Performance Guarantee.

In order for the Uptime Performance Guarantee to be effective, the Customer must place all calls for service through the Siemens Customer Care Center and must accept all Technical Assistance that is offered by Siemens, including, but not limited to, telephone support and remote diagnostics. For any period of time that the Customer does not seek and accept Technical Assistance from Siemens, then the Equipment shall be considered to be operational.

The Customer agrees to allow connection to Smart Remote Service diagnostic equipment, where available, for the Equipment covered by this Agreement. Smart Remote Service (SRS) is required for SRS-capable systems. The Uptime Performance Guarantee shall be void if the SRS connection is not provided and available 24 hours per day, 7 days a week.

23. Response Time Guarantee [DOES NOT APPLY TO EVERY SERVICE AGREEMENT]

Siemens guarantees that it shall meet any on-site response time as specified in Exhibit A for system "down" situations. Response time is measured from the time that the Customer notifies the Siemens Customer Care Center that a system is down. The response time only applies during the PCP, to include any extended coverage hours (if selected by the Customer), as indicated on Exhibit A. For example, a request for on-site service made at noon on a Monday (where the PCP is 8:00 a.m. through 5:00 p.m., Mondays through Fridays) will have a guaranteed arrival time of 4:00 p.m. on the same day for customers with a four (4) hour response time and a guaranteed arrival time of 11:00 a.m. on the next day for customers with an eight (8) hour response time guarantee. A request for on-site service made at 9:00 a.m. on a Saturday will have a guaranteed arrival time of noon on the next Monday for customers with a four (4) hour response time and 4:00 p.m. on that Monday for customers with an eight (8) hour response time guarantee. If a request for on-site service is made outside the PCP (to include extended coverage hours, if selected by the Customer), Siemens will use its best efforts to have a CSE on-site as soon as possible.

If Siemens responds to a request for on-site service during the PCP but its work to repair or service the Equipment continues after the expiration of the PCP (to include any extended coverage hours, if applicable), then any work outside the PCP will be billed to the Customer, unless any optional Continuous Effort coverage that is available for the Equipment has been purchased as part of this Agreement. Continuous Effort coverage ensures that in room/system down situations, work will continue past the contracted PCP (including any extended coverage hours, if applicable, and/or core modality specific hours, as defined in the Glossary, if applicable) at no additional charge until the system is repaired or 1:00 a.m., whichever comes first, as long as the CSE has been on-site for one hour or more before the end of the contracted PCP (including any extended coverage hours and/or core modality specific hours, if applicable).

The remedy provided by Siemens for its failure to meet the on-site response time guarantee is as follows: for each one (1) hour or portion thereof that Siemens fails to meet the on-site response time guarantee, the Customer will receive one (1) free hour of overtime after the PCP for that service event. The foregoing states Siemens' entire obligation and liability, and the Customer's sole remedy, for Siemens' failure to meet the Response Time Guarantee.

24. Tool and Test Access [DOES NOT APPLY TO EVERY SERVICE AGREEMENT]

Siemens agrees to rent to the Customer, certain tools and test equipment as determined by Siemens ("Tools") to enable Customer to service the Equipment during the Contract Duration on the terms set forth herein. Siemens shall provide Tools after verifying to its sole satisfaction that Customer's In-House Biomedical Engineers are properly trained on the Equipment and Tools.

Siemens shall notify Customer of the rental fee for the Tools at the time of the order. Customer will be charged the rental fee after shipment of the Tools to Customer. Customer agrees to pay full list price of Tools (less rental fees paid) if Customer fails to return the Tools as required herein.

Customer may use the Tools for up to two (2) weeks ("Rental Period") from the date of receipt of the Tools. Customer may, with Siemens' consent, extend the Rental Period for an additional rental fee. Customer must return the Tools within five (5) business days of the conclusion of the Rental Period ("Return Period"). If the Tools are not received by Siemens before the conclusion of the Return Period, Customer will be charged the then-current list price for the Tools. Customer may, at the conclusion of the Return Period, purchase the Tools at the then-current list price, subject to the Terms and Conditions of Sale for Spare Parts and Service. The delivery of the Tools to the Customer and return of the Tools to Siemens shall be completed by Siemens at its own expense.

Title to the Tools shall be and at all times remain with Siemens and Customer shall keep the same free and clear of any and all liens and claims. Customer (i) authorizes Siemens to execute in Customer's name and file (and Customer shall promptly execute, if requested by Siemens) and (ii) irrevocably appoints Siemens its agent and attorney-in-fact to execute in the name of Customer and file, with such authorities and at such locations as Siemens may deem appropriate, any Uniform Commercial Code financing statements evidencing Siemens' ownership of the Tools. Risk of loss shall pass to Customer upon delivery. Customer shall maintain at its expense adequate liability insurance with respect to its possession and use of the Tools and against all common risks (i.e., fire, flood, theft, Acts of God, etc.) for the full replacement value of the Tools. At the request of Siemens, Customer shall provide Siemens with an insurance certificate evidencing such insurance coverage.

Customer shall only use the Tools for their intended purpose, in the proper manner and with appropriate care, pursuant to any instructions, training and manuals provided to Customer by Siemens. Customer shall immediately report to Siemens or its designee any malfunction or defect, whatever the nature or cause.

Customer shall ensure that any necessary repair, modification or service to any Tool is carried out by Siemens or Siemens' designee. Siemens agrees to use its best efforts to repair the Tools as needed in a prompt and timely fashion, following a reported malfunction or defect. Customer shall not move the Tools from the Customer's facilities identified on the front page of this Agreement. Customer shall return the Tools to Siemens in the same condition as when delivered to Customer (ordinary wear and tear excepted). Customer acknowledges the Tools constitute Confidential Information, and Customer will maintain the Tools in accordance with the Confidentiality provisions of this Agreement.

25. Non-Assignment

Customer may not assign this Agreement unless it obtains the prior written consent of Siemens, which consent shall not be unreasonably withheld or delayed. Siemens may not assign this Agreement unless it obtains the prior written consent of the Customer, which consent shall not be unreasonably withheld or delayed, except that Siemens may assign without Customer approval to any subsidiary or affiliated company or any of its authorized dealers.

26. Teampay Offering Terms and Conditions

The terms and conditions of the teampay MSA, set forth at the following link: <http://teampay.siemens.com/legal>, are incorporated by reference as material terms of this Agreement. With respect to the teampay offering, in the event of any conflict with the terms of the Agreement, the teampay terms and conditions shall govern.

27. Reimbursement for Training and Educational Services Upon Early Termination; Cancellation Policy

If this Agreement includes any training courses or other educational offerings and this Agreement is terminated or Equipment is removed from coverage as provided hereunder prior to the expiration of the term, then Siemens may bill the Customer for any balance due and owing with respect to those training courses or other educational offerings that have been completed by the Customer, and Customer agrees to pay the same.

Customer shall notify the Siemens training and education coordinator, in advance, of the cancellation, in whole or in part, of any training or other educational offering, or any request to reschedule the same. The cancellation or rescheduling of any training courses and other educational offerings may be subject to the payment of a cancellation fee. A copy of Siemens' cancellation policy is available upon request or can be found at:

<https://usa.healthcare.siemens.com/education/personalized-education-by-solution/solution/imaging-and-therapy/cancellation-policy>.

28. Cost Reporting

Customer 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. Customer 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.

29. Execution; Counterparts

If the Customer is a corporation or partnership, the person signing this Agreement on its behalf certifies that such person is an officer or partner thereof, that his or her action was duly authorized by appropriate corporate or partnership action, that such

action does not conflict with the corporate charter or bylaws or the partnership agreement, as the case may be, or any contractual provision binding on such corporation or partnership, and that no consent of any stockholders to his or her action is required.

This Agreement may be executed in two (2) or more counterparts, each of which shall constitute an original document but all of which together shall constitute one and the same agreement.

30. Entire Agreement

This Agreement, including all exhibits and addenda attached hereto, constitutes the entire agreement between the parties relating to the subject matter hereof, and supersedes all prior and contemporaneous oral or written representations or communications between the parties. This Agreement may not be modified or amended, except in writing executed by the appropriate designated officers of the parties hereto. Any variation in the terms and conditions contained in this Agreement (including, but not limited to, the inclusion of Customer's own terms and conditions in any purchase order or other document issued by Customer in response to and/or referencing Siemens' quotation for service or this Agreement) shall not be deemed to be a part of this Agreement and shall not be binding upon Siemens unless set forth in writing and executed by the appropriate designated officer of Siemens. Subject to the limitations expressed herein, this Agreement will be binding upon and inure to the benefit of the parties hereto, their successors, legal representatives, and permitted assigns. Notwithstanding anything to the contrary contained herein, the provisions of Sections 9, 10, 12, 13, 14, 15, 16, 18, 21 and 27 shall survive the expiration or termination of this Agreement.