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III MERITAS LAW FIRMS WORLDWIDE

June 7, 2007

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JENNIFER L. GROVES

HAND DELIVERY

Commissioner Cristine Vogel
Office of Health Care Access
410 Capitol Avenue
Post Office Box 340308
Hartford, CT 06134-0308

Re: *Advanced Radiology Consultants, LLC*

Dear Commissioner Vogel:

Please be advised that this office represents Advanced Radiology Consultants, LLC ("Advanced Radiology"). Enclosed please find an original and three (3) copies of a Letter of Intent ("LOI") Form 2030 for the acquisition of three (3) replacement MRI units for Advanced Radiology's offices in Trumbull, Orange, and Shelton. These equipment replacements, if approved as requested, will occur consecutively over the course of two (2) years so as to avoid disruptions in patient care. They are part of Advanced Radiology's development plan for MRI services, which includes transitioning units at all of its offices to state-of-the-art technology. Because timing of the replacements is interrelated, and because the reasons for the replacements are substantially the same for each office, in the interest of efficiency we have filed a single LOI for this project as allowed under C.G.S. Section 19a-638(4)(B)(ix) (See also, Docket No. 02-556).

Thank you in advance for your consideration of this request.

Very Truly Yours,

Jennifer L. Groves

JLG/dla

Enclosures



State of Connecticut

Office of Health Care Access

Letter of Intent Form

Form 2030

All Applicants involved with the proposal must be listed for identification purposes. A proposal's Letter of Intent (LOI) form must be submitted prior to a Certificate of Need application submission to OHCA by an Applicant, pursuant to Sections 19a-638 and 19a-639 of the Connecticut General Statutes and Section 19a-643-79 of OHCA's Regulations. Please complete and submit Form 2030 to the Commissioner of the Office of Health Care Access, 410 Capitol Avenue, MS# 13HCA, P.O. Box 340308, Hartford, Connecticut 06134-0308.

SECTION I. APPLICANT INFORMATION

If this proposal has more than two Applicants, please attach a separate sheet, supplying the same information for each additional Applicant in the format presented in the following table.

	Applicant One	Applicant Two
Full legal name	Advanced Radiology MRI Centers, LP	
Doing Business As	Advanced Radiology Consultants	
Name of Parent Corporation	Advanced Radiology Consultants, LLC	
Applicant's Mailing Address, if Post Office (PO) Box, include a street mailing address for Certified Mail	56 Quarry Road Trumbull, CT 06611	
What is the Applicant's Status: P for Profit or NP for Nonprofit	Profit	
Does the Applicant have Tax Exempt Status?	No	
Contact Person, including Title/Position: This Individual will be the Applicant's Designee to receive all correspondence in this matter.	Jennifer L. Groves Legal Counsel for Applicants	
Contact Person's Mailing Address, if PO Box, include a street mailing address for Certified Mail	Updike, Kelly & Spellacy One Century Tower	

	265 Church Street New Haven, CT 06510	
Contact Person's Telephone Number	(203) 786.8316	
Contact Person's Fax Number	(203) 772.2037	
Contact Person's e-mail Address	<u>igroves@uks.com</u>	

SECTION II. GENERAL APPLICATION INFORMATION

a. Proposal/Project Title:

Upgrade By Replacement of Three MRI Units in Trumbull, Orange & Shelton

b. Type of Proposal, please check all that apply:

☐ Change in Facility (F), Service (S) or Function (Fnc) pursuant to Section 19a-638, C.G.S.:

☐ New (F, S, Fnc)

☐ Replacement

☐ Additional (F, S, Fnc)

☐ Expansion (F, S, Fnc)

☐ Relocation

☐ Service Termination

☐ Bed Addition'

☐ Bed Reduction

☐ Change in Ownership/Control

☒ Capital Expenditure/Cost, pursuant to Section 19a-639, C.G.S.:

☒ Project expenditure/cost cost greater than \$ 3,000,000

☒ Equipment Acquisition

☐ New

☒ Replacement

☐ Major Medical
(> \$3,000,000)

☒ Imaging

☐ Linear Accelerator

☐ Change in ownership or control, pursuant to Section 19a-639 C.G.S., resulting in a capital expenditure over \$3,000,000

- c. Location of proposal, identifying Street Address, Town and Zip Code:

**15 Corporate Drive, Trumbull 06611
320 Boston Post Road, Orange 06477
4 Corporate Drive, Suite 182, Shelton 06484**

- d. List each town this project is intended to serve:

This project will serve the towns/cities from which the Trumbull, Shelton, and Orange offices presently draw patients. These include, but are not limited to, the following towns/cities:

Trumbull Office: Trumbull, Monroe, Easton, Stratford

Shelton Office: Shelton, Huntington, Ansonia, Derby, Stratford, Seymour, Oxford

Orange Office: Orange, Milford, West Haven, Stratford

- e. Estimated starting date for the project:

Applicants will begin the replacement project immediately upon receipt of OHCA approval. The units will be replaced one-by-one so that the practice will not be without more than one of its units at any given time in order to best serve the clinical needs of its patients and referring physicians. Applicants anticipate that it will take two (2) years from receipt of regulatory approval to complete the three replacements.

- f. Type of project: 19

Number of Beds (to be completed if changes are proposed)

Type	Existing Staffed	Existing Licensed	Proposed Increase or (Decrease)	Proposed Total Licensed

N/A

SECTION III. ESTIMATED CAPITAL EXPENDITURE INFORMATION

- a. Estimated Total Project Cost: \$5,515,423
- b. Please provide the following tentative capital expenditure/costs related to the proposal:

Medical Equipment Purchases	\$5,215,423
Major Medical Equipment Purchases	
Non-Medical Equipment Purchases*	
Land/Building Purchases	
Construction/Renovation	\$300,000
Other (Non-Construction) Specify: _____	
Total Capital Expenditure	\$5,515,423
Medical Equipment – Fair Market Value of Leases	
Major Medical Equipment – Fair Market Value of Leases	
Non-Medical Equipment – Fair Market Value of Leases*	
Fair Market Value of Space – Capital Leases Only	
Total Capital Cost	
Total Project Cost	\$5,515,423
Capitalized Financing Costs (Informational Purpose Only)	

* Provide an itemized list of all non-medical equipment to be purchased and leased.

Note, the foregoing is the Total Project Cost for the replacement of all three MRI units. The cost of each unit is set forth in the Quotation for that unit attached hereto as Exhibit A, Tab 1 (Trumbull), Tab 2 (Orange), and Tab 3 (Shelton). The construction/renovation cost is estimated at \$100,000 per office.

- c. If the proposal has a total capital expenditure/cost of \$20,000,000 or more, you may request a Waiver of Public Hearing pursuant to Section 19a-643-45 of OHCA's Regulations? Please check the your preference as follows:

☐ No ☐ Yes

If you checked "Yes" above, please check the appropriate box below:

☐ Energy ☐ Fire Safety Code ☐ Non Substantive

If you checked "Yes" to the Waiver of Public Hearing, please provide the following:

- a) Supporting documentation from elected town officials
(i.e. letter from Mayor's Office).

Major Medical and/or Imaging Equipment Acquisition:

Equipment Type	Name	Model	Number of Units	Cost per unit
MRI Unit	Siemens	Espreo	2	\$1,716,114
MRI Unit	Siemens	Espreo	1	\$1,783,195

Note: Provide a copy of the vendor contract or quotation for the major medical/imaging equipment.

See Quotations attached as Exhibit A.

d. Type of financing or funding source (more than one can be checked):

- | | | |
|--|--|---|
| <input checked="" type="checkbox"/> Applicant's Equity | <input type="checkbox"/> Capital Lease | <input checked="" type="checkbox"/> Conventional Loan |
| <input type="checkbox"/> Charitable Contributions | <input type="checkbox"/> Operating Lease | <input type="checkbox"/> CHEFA Financing |
| <input type="checkbox"/> Funded Depreciation | <input type="checkbox"/> Grant Funding | <input type="checkbox"/> Other (specify): _____ |

SECTION IV. PROJECT DESCRIPTION

Please provide a description of the proposed project, highlighting each of its important aspects, on at least one, but not more than two separate 8.5" X 11" sheets of paper. At a minimum each of the following items need to be addressed, if applicable.

1. List the types of services are currently being provided. If applicable, provide a copy of each Department of Public Health (DPH) license held by the Applicant.
2. List the types of services are being proposed and what DPH licensure categories will be sought, if applicable.
3. Identify the current population served and who is the target population to be served.
4. Identify any unmet need and describe how this project will fulfill that need.
5. Are there any similar existing service providers in the proposed geographic area?
6. Describe the anticipated effect of this proposal on the health care delivery system in the State of Connecticut.
7. Who will be responsible for providing the service?
8. Who are the current payers of this service and identify any anticipated payer changes when the proposed project becomes operational?

PROJECT DESCRIPTION

This project involves the purchase of three 1.5 Tesla high-field MRI units by Advanced Radiology MRI Center, LLC (the "Applicant") to replace the MRI units operating at the offices of Advanced Radiology Consultants, LLC ("Advanced Radiology") in Trumbull, Orange and Shelton, respectively. Applicant is an affiliate of Advanced Radiology, and is comprised solely of Advanced Radiology physicians. Advanced Radiology, a private radiology practice, has been in operation since 1917. The practice provides diagnostic radiology services at Bridgeport Hospital, as well as at a number of private physician offices in Southern Connecticut (Stamford, Fairfield, Bridgeport, Trumbull, Shelton, Orange). These are private physician offices and they are not, therefore, licensed by the State of Connecticut Department of Public Health. Each of the existing MRI units is accredited by the American College of Radiology. The replacement units will be similarly accredited in accordance with Department of Public Health requirements.

Trumbull: The practice currently operates a General Electric 0.35 Tesla Ovation MRI unit at its office in Trumbull. This unit was relocated to Trumbull from the practice's Stamford office in May of 2005, with the permission of OHCA (Report No. 05-30480-DTR). Other services offered at the Trumbull office of Advanced Radiology include plain x-ray, mammography, ultrasound, CT scanning, nuclear medicine, bone densitometry, and fluoroscopy.

While the Ovation MRI scanner is capable of a wide range of examinations, Advanced Radiology has chosen to restrict its use to only a limited number and type of examinations. Patients in need of certain types of examinations are triaged to high-field MRI units in the practice's other offices, unless there are issues with patient size and/or claustrophobia. Because of the practice's high standards of quality, Advanced Radiology would like to be able to provide a level of care to the patients who use its Trumbull office similar to that provided at other locations.

Advanced Radiology proposes to replace the Ovation unit with a Siemens MAGNETOM Espree 1.5 Tesla MRI unit. This is the same unit that is operating in the practice's Stamford office, and is capable of performing a wide range of state-of-the-art examinations. In addition, whereas the current Trumbull scanner is operating at full capacity, because of its low field strength it is only capable of performing 8 scans per day. This unit had been open 5 days per week until recently, when the hours were extended to work down a two-week scheduling backlog. Due to a well-know shortage of qualified technologists, it is impossible to continue to operate for these hours. Experience with the high-field Espree in Stamford, which replaced an Ovation there, indicates that the number of examinations per day can be almost double those currently performed in Trumbull.

The total capital expenditure associated with acquisition of the Trumbull replacement MRI, including any necessary construction and renovations, is approximately \$2,016,114.

Orange: Since September of 1999, Advanced Radiology has been operating a 0.3 Tesla Hitachi MRI unit at its office in Orange. While the Hitachi scanner is capable of a wide range of examinations, Advanced Radiology has chosen to restrict its use to only a limited number and type of examinations. Patients in need of certain types of examinations are triaged to high-field MRI units in the practice's other offices, unless there are issues with patient size and/or claustrophobia. Because of the practice's high standards of quality, Advanced Radiology would like to be able to provide a level of care to the patients who use its Orange office similar to that provided at other locations. In addition, there are no high field MRI scanners between Milford and New Haven.

Advanced Radiology proposes to replace the Hitachi unit with a Siemens MAGNETOM Espree 1.5 Tesla MRI unit. This is the same unit that is operational in the practice's Stamford office, and is capable of performing a wide range of state-of-the-art examinations. In addition, whereas the current Orange scanner is operating at full capacity, because of its low field strength it is only capable of performing 8 scans per day. The Hitachi unit is currently open 5 days per week and is operating at capacity. Although Advanced Radiology would like to increase the hours of operation, the technologists shortage has precluded the practice from doing so. Advanced

Radiology's experience with high-field magnets elsewhere indicates that the number of examinations per day can be almost double those currently performed in Orange.

The total capital expenditure associated with acquisition of the Orange replacement MRI, including any necessary construction and renovations, is approximately \$2,083,195.

Shelton: The practice currently operates a GE LX 1.0 Tesla MRI unit at its office in Shelton. Advanced Radiology proposes to replace this unit with a Siemens MAGNETOM Espree 1.5 Tesla MRI unit. The current unit in Shelton is older technology, having been purchased as a used unit in January of 2004. The volume of examinations on the Shelton MRI unit has grown substantially, and Advanced Radiology has chosen to restrict its use to certain examinations, as more advanced sequences have been developed, which are beyond the capabilities of this unit and are available at Advanced Radiology's other sites. As such, the practice has had to direct its Shelton area patients to its other sites for many examinations. In addition, as with the other units above, the maximum number of patients who can be accommodated on the Shelton magnet has been attained, and it is time to replace it with a state-of-the-art machine. Advanced Radiology would like to provide its Shelton patients with the wide range of examinations that its referring physicians require and Advanced Radiology's expert radiologists can provide.

The total capital expenditure associated with acquisition of the Shelton replacement MRI, including any necessary construction and renovations, is approximately \$2,016,114.

While the existing scanners in these three locations are technically capable of a wide range of examinations, there are limitations to the scanners related to their low field strengths, which affect productivity and patient care. Advances in scanner technology now allow the benefits of patient comfort without the limitations above. Advanced Radiology proposes to replace these three MRI units so that it can offer those patients who use the Trumbull, Orange, and Shelton offices the same state-of-the-art technology that is available at the practice's other offices in Fairfield County. The 1.5 Tesla units can accommodate new and evolving MRI applications. In addition, the high-field units are more efficient than the existing MRI units and, thus, will help alleviate existing and future scheduling backlogs. The existing MRI units are operating at capacity and more efficient equipment is necessary to accommodate both current and projected future volume growth. This proposal is the responsible course of action as it fills the need to continually upgrade existing technology for better patient care. Efficient, state-of-the-art MRI technology is sought by Advanced Radiology such that all patients (in the service areas) of the practice have access to the highest quality care. Providing this enhanced access will also benefit the statewide healthcare delivery system as a whole.

The current and target population for this proposal are the same, patients who presently receive MRI services at the Trumbull, Orange and Shelton offices of Advanced Radiology. In addition, patients who receive high-field MRI services at other Advanced Radiology offices may be examined in Trumbull, Orange, and Shelton in the future if these offices are more convenient for them or the units more appropriate to their needs. The availability of 1.5 Tesla MRI services may also lead to additional referrals from area physicians. Professional and technical services will continue to be provided by the highly qualified staff of Advanced Radiology, including physicians with subspecialties in MRI.

The only other existing provider of MRI services in Trumbull is Fairfield County Imaging, which is owned by the radiologists at St. Vincent's Hospital and Medical Center. This practice has a 1.0 Tesla unit similar to that which Advanced Radiology seeks to replace in Shelton. In Orange, there are no other providers of MRI services. There are two MRI units in Milford. One is a 1.5 Tesla machine at Milford Hospital, and the other is a low-field open unit located in an imaging center in Milford. In the Shelton area, there are two other units that serve the Valley, which includes primarily Shelton, Ansonia, and Derby. One is a 1.5 Tesla unit at Griffin Hospital. The other is a 0.3 Tesla unit operated by Robert Russo and Associates Radiology in an orthopedist's building in

Shelton. The latter is of an even lower level of technology than that which Advanced Radiology seeks to replace in Orange.

Payers for MRI services at the Trumbull, Orange, and Shelton office of Advanced Radiology are now, and will continue to be, the following: Medicare; Medicare Managed Care; Medicaid; Medicaid Managed Care; Traditional Indemnity Insurance; Health Maintenance Organizations; Workers' Compensation, and Self-Pay.

AFFIDAVIT**To be completed by each Applicant**Applicant: Advanced Radiology MRI Centers, LPProject Title: Upgrade By Replacement of Three MRI Units in Trumbull, Orange, & Shelton

I, Alan Kaye, M.D., managing partner

of Advanced Radiology MRI Centers, LP, being duly sworn, depose and state that the information provided in this CON Letter of Intent (Form 2030) is true and accurate to the best of my knowledge, and that Advanced Radiology MRI Centers, LP complies with the appropriate and applicable criteria as set forth in the Sections 19a-630, 19a-637, 19a-638, 19a-639, 19a-486 and/or 4-181 of the Connecticut General Statutes.


Signature6-6-07
DateSubscribed and sworn to before me on June 6, 2007.Diane L. Slosser
Notary Public/Commissioner of Superior CourtMy commission expires: April 30, 2012

Siemens Medical Solutions USA, Inc.

51 Valley Stream Parkway, Malvern PA 19355

ADVANCED RADIOLOGY

56 Quarry Rd.
Trumbull, CT 06611

LOCAL SALES OFFICE: Boston

Siemens Medical Solutions USA, Inc.
200 Wheeler Rd, 3rd Floor
Burlington, MA 01803
Phone: (781) 203-6000 Fax: (781) 203-6025

PROPOSAL REFERENCE
Proposal: 1-93FUMZ Date: 6/6/2007
Siemens' REPRESENTATIVE
Elizabeth Dermody

ALL INQUIRIES SHOULD BE
DIRECTED TO THE LOCAL SALES
OFFICE AND SHOULD SPECIFY THE
QUOTE # AND REVISION #

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

MAGNETOM Espree

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

DELIVERY SUBJECT TO AVAILABILITY

FREIGHT CHARGES AND TAXES, IF ANY, ARE PAYABLE UPON RECEIPT OF INVOICE.

WARRANTY: See specific product line attachment definitions.

THIS QUOTATION IS IN US DOLLARS AND IS VALID FOR 45 DAYS.

TERMS OF PAYMENT: 10% Down, 80% Delivery, 10% Installation

Siemens Medical Solutions USA, Inc.

CUSTOMER'S ACCEPTANCE:

SUBMITTED BY: _____ (signature)
NAME: Elizabeth Dermody
TITLE: Siemens' REPRESENTATIVE
DATE: 6/6/2007

BY: _____ (signature)
NAME: _____
TITLE: _____
DATE: _____

Siemens Medical Solutions USA, Inc.

51 Valley Stream Parkway, Malvern PA 19355

ADVANCED RADIOLOGY

56 Quarry Rd.
Trumbull, CT 06611

PROPOSAL REFERENCE

Proposal: 1-93FUMZ Date: 6/6/2007

<u>Quote #</u>	<u>Quote Name</u>	<u>Revision</u>	<u>Terms of Payment</u>
1-93HSKV	MAGNETOM Espree	2	10% Down, 80% Delivery, 10% Installation
FOB: Destination			

RELEVANT Items for Quote #1-93HSKV Revision 2 (Included in Contract Total)

Qty	Part #	Description	Extended Net Price
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MAGNETOM Espree

1 07584514 MAGNETOM Espree - System

The Siemens 1.5T MAGNETOM Espree, a Tim system, is the first Open Bore MR scanner. It uniquely supports revolutionary patient care through: Revolutionary, CT-like bore design 70 cm patient diameter, 125 cm long system (cover to cover) for head out of the magnet in 60% of the anatomy scanned. Tim (Total imaging matrix) technology, the tremendous innovative RF system and matrix coil technology, which provides up to 100% more SNR, streamlines positioning and opens the door to whole body imaging. syngo®, the Siemens unique multi modality software providing innovative applications and workflow automation features. system including magnet, electronics and control room can be installed in 30 sqm (325 sq. ft). basic system includes: Unique ultra-short 120 cm long, whole-body superconductive 1.5T magnet with Zero Helium Boil-Off technology Siemens exclusive Actively Shielded water-cooled gradient system Digital RF Transmit and Receive System RF Coils High performance new host computer and image processors syngo® MR software including Inline Technology, 1D/2D PACE, iPAT and Phoenix Tim Application Suite including nine dedicated Suites: Neuro Suite, Angio Suite, Cardiac Suite, Body Suite, Onco Suite, Breast Suite, Ortho Suite, Pediatric Suite and Scientific Suite. system cooling either the predefined chiller option or the Separator is required.

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RELEVANT Items for Quote #1-93HSKV Revision 2 (Included in Contract Total)

Qty	Part #	Description	Extended Net Price
1	14405343	I-class #Tim I-class is the new generation of Tim-based MRI scanners, which enables innovative applications and workflow efficiency. I-class package comprises: 3D Distortion Correction, MPPS, ImageFilter SWPhoenix ZIP DICOM Study Split	
1	14401432	Tim [32x8] Z-engine #Es Tim [32x8] Z-engine performance level [32x8] is Total imaging matrix with 32 seamlessly integrated coil elements, combinable to 8 RF channels. It is the leading technology for clinical routine. Tim [32x8] has flexibility in Parallel Imaging. PAT factors up to 4 (one direction) or 9 (in two directions, with optional iPAT Extensions) help speed acquisitions. Maximum SNR is ensured through the new matrix coil technology. engine Gradient System Z-engine is designed combining high performance while minimizing acoustic noise.	
1	14401433	Label Tim [32x8] #Es Label on the front cover displaying the Tim level of the system.	
1	08464872	PC Keyboard US english #Av, Es, TATS Standard PC keyboard with 101 keys.	
1	14401434	Cover Satin White #Es The color of the main face plate cover with integrated control panel and table display is Translucent Teal. The table elevator cover and adjoining upper left cover are presented in an optically appealing Satin White design.	

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RELEVANT Items for Quote #1-93HSKV Revision 2 (Included in Contract Total)

Qty	Part #	Description	Extended Net Price
1	14401451	Standard Patient Matrix Table #Es The patient table is mounted directly to the magnet assembly. table can support up to 200 kg (440 lbs) patients with unrestricted vertical and horizontal movement.	
1	08464989	PMU Wireless Physio Control #Av,Es Physiological Measurement Unit (PMU) - Wireless Physio Control for wireless triggering, synchronizes the measurement with the physiological cycles of cardiac and/or respiratory motion. Wireless technology for all sensors allows fast and easy patient set-up and comfort, and robust cardiac or respiratory signal transmission as it eliminates the need to attach cables to the patient. Wireless Physio Control contains wireless VCG, respiration and pulse sensors and a charging station as all sensors are powered by rechargeable batteries.	
1	07820058	iPAT Extensions #Tim iPAT Extensions (integrated Parallel Acquisition Techniques): allows iPAT in 2 directions simultaneously (phase encoding direction and 3D direction for 3D sequences). By applying PAT in 2 directions simultaneously, the effective PAT factor can be maximized, and PAT applications are extended.	
1	14405224	Composing syngo #Tim This application provides dedicated evaluation software for creating full-format images from overlapping MR volume data sets and MIPs (starting from syngo MR B13) acquired at multiple stages.	
1	07820074	Inline Diffusion #Tim Automatic real-time calculation of trace-weighted images and ADC maps with Inline technology. to single-shot diffusion-weighted EPI.	

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RELEVANT Items for Quote #1-93HSKV Revision 2 (Included in Contract Total)

Qty	Part #	Description	Extended Net Price
1	07820082	Inline Perfusion #Tim Automatic real-time calculation of Global Bolus Plot (GBP), Percentage of Baseline at Peak map (PBP), and Time-to-Peak map (TTP) with Inline technology.	
1	14402527	SWI #Tim Susceptibility Weighted Imaging is a high-resolution 3D imaging technique for the brain with ultra-high sensitivity for microscopic magnetic field inhomogeneities caused by deoxygenated blood, products of blood decomposition and microscopic iron deposits. Among other things, the method allows for the highly sensitive proof of cerebral hemorrhages and the high-resolution display of venous cerebral blood vessels.	
1	08464765	CISS & DESS #Tim Advanced 3D imaging sequences and protocols which are unique to Siemens:3D DESS and 3D CISS	
1	08464815	Body Matrix Coil #Tim The new multi-element Matrix coil technology is an essential part supplementing the most innovative Total imaging matrix. Matrix coils have multiple receive coil elements that can be clustered in groups. Each receive coil element is equipped with a low noise preamplifier to maximize signal-to-noise ratio. Body Matrix Coil features: 6-element design with 6 integrated preamplifiers, with 2 clusters of 3 elements each. Operated depending on the Matrix Coil Mode as a 2-channel coil (CP Mode), 4-channel coil (Dual Mode) or 6-channel coil (Triple Mode). Operates in an integrated fashion with the Spine Matrix coil (2 rings of 6 elements each = 12-element design). Can be combined with further Body Matrix coils for larger coverage. No coil tuning. iPAT-compatible. Thorax (incl. heart) Abdomen Pelvis Hip. Can be combined with: Head Matrix coil Neck Matrix coil Spine Matrix coil. Additional Body Matrix coils (typically 2-3 in total) for additional anatomical coverage. PA Matrix coil (Peripheral Angio Matrix; optional). All flexible coils (e.g. CP Flex coil, small, CP Flex coil, large) CP Head Array coil Endorectal coils	

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RELEVANT Items for Quote #1-93HSKV Revision 2 (Included in Contract Total)

Qty	Part #	Description	Extended Net Price
1	08464823	PA Matrix Coil #Tim	
		The new multi-element Matrix coil technology is an essential part supplementing the most innovative Total imaging matrix. Matrix coils have multiple receive coil elements that can be clustered in groups. Each receive coil element is equipped with a low noise preamplifier to maximize signal-to-noise ratio. PA Matrix Coil features:16-element design with 16 integrated preamplifiers, in 8 CP pairs, i. e. 4 levels with 2 CP elements eachOperates in an integrated fashion with the Body Matrix Coils and Spine Matrix Coil and for Whole-Body examinations also with the Head and Neck Matrix Coil (for Whole-Body examinations the optional Tim Whole Body Suite is required)Can be utilized Head and Feet FirstBoth legs are independently covered with coil elements, maximizing the coil filling factor and the signal-to-noise ratioNo coil tuningIncludes special non-ferromagnetic coil cart for safe, user-friendly storageiPAT-compatible:High-resolution angiography of both legs incl. pelvis with highest signal-to-noise ratioVisualization of the iliac arteries and aortabe combined with:Head Matrix CoilNeck Matrix CoilSpine Matrix CoilBody Matrix Coils (up to 3)All flexible coils (e.g. CP Flex coil, small, CP Flex coil, large)	
1	14405255	Breast Matrix-Spule #Tim	
		Multi-element matrix coils are an important component of Tim technology (Total imaging matrix). Matrix coils include several receiver coil elements that can be flexibly switched in groups. Each individual receiver coil element is equipped with its own low-noise preamplifier in order to maximize the signal-to-noise ratio.features of the breast matrix coil:4-element design with 4 integrated preamplifiers. Operation, depending on matrix coil mode, as 2-channel coil (CP mode), 4-channel coil (dual mode).:MR breast examinationswith:Body Matrix coilFlex coils	
1	05671560	Loop Flex Coil, large #S,Av,Es	

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RELEVANT Items for Quote #1-93HSKV Revision 2 (Included in Contract Total)

Qty	Part #	Description	Extended Net Price
1	14405244	Shoulder Array Coil #Es This iPAT compatible coil for examinations of the left or right shoulder consists of a base plate and two receive array coil attachments available in different sizes, these will be attached and can be relocated on the basis plate.	
1	08464948	CP Extremity Coil #Tim Circularly Polarized no-tune transmit/receive coil for joint examinations in the region of the lower extremities.	

MR Console Tables and Containers

1	07275907	Table syngo 1,2m	
1	07090207	Office Container syngo, 45cm	
1	14401443	Cable Set syngo 11/9 #Es Cable length inside the cabin 11 m, cable length outside the cabin 9 m.Ethernet Twisted Pair Adapter and 10 m cable.	

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RELEVANT Items for Quote #1-93HSKV Revision 2 (Included in Contract Total)

Qty	Part #	Description	Extended Net Price
1	14401476	Venting Kit Airfreight #Av,Es Overpressure valve as a transport safety device for cold delivery of the magnet by air (designed for air pressure conditions below atmospheric during transport by plane).	
1	05672105	Helium Fill 30/70 #S,Av,Es,TATS	
1	08465481	Chiller, 60 Hz #Av,Es The KKT KCC 215 is a dedicated MAGNETOM Avanto and Espree 20°C chiller.chiller has to be used in combination with the IFP (Interface Panel). This applies if no chilled water supply is available at all on-site.IFP is included in delivery.	
1	08857828	UPS Cable #Tim Power cable for the UPS-system UPS Powerware PW 9125-3000i (8857810) at the ACC of the MAGNETOM Avanto and Espree for backing up the computer.cable length 9 m.	

MAGNETOM Espree - Local

1	MR_STD_RIG_INST	MR Standard Rigging and Installation	
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Siemens Medical Solutions USA, Inc.

51 Valley Stream Parkway, Malvern PA 19355

ADVANCED RADIOLOGY

56 Quarry Rd.
Trumbull, CT 06611

PROPOSAL REFERENCE

Proposal: 1-93FUMZ Date: 6/6/2007

RELEVANT Items for Quote #1-93HSKV Revision 2 (Included in Contract Total)

Qty	Part #	Description	Extended Net Price
1	4MR5142869	Armrest #MR	
1	MR_APPLS_5_3	MR Application Training	
1	CHILINST_AVT	Chiller Start-up and Warranty for TIM	
1	MR_SYNGO	Basic syngo training (2 tech)	
1	MR_ADV_SYNGO	Advanced syngo training course	
1	MR_BASICS1	MR Imaging Basics: Concepts & Application	
2	MR_TRAVEL_PKG1	Travel pckg.f.1attend.to a SMS train.Ctr	

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ADVANCED RADIOLOGY56 Quarry Rd.
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Proposal: 1-93FUMZ Date: 6/6/2007

RELEVANT Items for Quote #1-93HSKV Revision 2 (Included in Contract Total)

Qty	Part #	Description	Extended Net Price
1	MR_USER_SEM	Annual technologist users seminar	
1	MR_TRAVEL_PKG1	Travel pckg.f.1attend.to a SMS train.Ctr	

Quote #1-93HSKV Extended Total: \$1,716,114

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Trumbull, CT 06611

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Proposal: 1-93FUMZ Date: 6/6/2007

OPTIONAL Items for Quote #1-93HSKV Revision 2 (Not Included in Contract Total)

Qty	Part #	Description	Extended Net Price
1	08464815	Body Matrix Coil #Tim	\$25,200
		The new multi-element Matrix coil technology is an essential part supplementing the most innovative Total imaging matrix. Matrix coils have multiple receive coil elements that can be clustered in groups. Each receive coil element is equipped with a low noise preamplifier to maximize signal-to-noise ratio. Body Matrix Coil features: 6-element design with 6 integrated preamplifiers, with 2 clusters of 3 elements each. Operated depending on the Matrix Coil Mode as a 2-channel coil (CP Mode), 4-channel coil (Dual Mode) or 6-channel coil (Triple Mode). Operates in an integrated fashion with the Spine Matrix coil (2 rings of 6 elements each = 12-element design). Can be combined with further Body Matrix coils for larger coverage. No coil tuning. iPAT-compatible: Thorax (incl. heart), Abdomen, Pelvis, Hip. Can be combined with: Head Matrix coil, Neck Matrix coil, Spine Matrix coil. Additional Body Matrix coils (typically 2-3 in total) for additional anatomical coverage. PA Matrix coil (Peripheral Angio Matrix; optional). All flexible coils (e.g. CP Flex coil, small, CP Flex coil, large). CP Head Array coil. Endorectal coils.	
1	14402595	syngo Expert-i	\$8,640
		This software application enables support by "remote staff" (connected via network only) for planning and processing.	
1	14401436	PMU Display Satin White #Es	\$10,800
		LCD monitor arm-mounted on the magnet cover for display of physiologic (ECG, pulse, respiration) signals in the examination room. for optimal visualization while positioning physiological monitoring devices (e.g. ECG electrodes). front cover with outlet for the LCD display in Satin White cover design.	
1	14402526	BLADE #Tim	\$36,000
		Motion insensitive multi-shot Turbo Spin Echo (TSE) sequence with inter-shot motion correction for in-plane motion in all body regions.	

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Extended Contract Total: \$1,716,114

(Items marked 'optional' not included in total)

FINANCING:

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

ACCESSORIES:

Don't forget to ask us about our line of OEM imaging accessories to complete your modality purchase. All accessories can be purchased or financed as part of this order. To purchase accessories directly or to receive our accessory catalogs, please call us directly at 1-888-222-9944 ext. 7 or contact your local sales representative.

Siemens Medical Solutions USA, Inc.

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Terms and Conditions of Sale

1. GENERAL

1.1 Contract Terms. These terms and conditions constitute an integral part of any contract between the Seller identified on the first page hereof to sell products ("Products") and Purchaser and shall govern the sale of the Products. Seller shall not be bound by, and specifically objects to, any terms, conditions or other provisions which are different from or in addition to the provisions of this Agreement (whether or not it would materially alter this Agreement) which is proffered by Purchaser in any purchase order, receipt, acceptance, confirmation, correspondence or otherwise (even if provided to Seller concurrently with this Agreement), unless Seller specifically agrees to any such provision in a writing signed by Seller. Neither Seller's lack of objection to any such terms, nor delivery of the Products or provision of any services hereunder, shall constitute the agreement of Seller to any such terms. Products may contain used, reworked or refurbished parts and components that comply with performance and reliability specifications and controls. Purchaser acknowledges that this is a commercial and not a consumer transaction.

1.2 Acceptance. An order shall be binding on Seller only after a credit approval and an order confirmation have been issued by Seller, and shall be subject to Seller's on-going credit review and approval. Acceptance is expressly made conditional on Purchaser's acceptance of these terms and conditions. Purchaser shall be deemed to have assented to, and waived any objection to, this Agreement upon the earliest to occur of any of the following: Purchaser's completion or execution of this Agreement; Purchaser's acceptance of all or any part of the Products subject to this Agreement; Purchaser's issuance of a purchase order for any Products identified on Seller's quotation or proposal; or delivery of the Products to the common carrier for shipment pursuant hereto.

1.3 Refurbished/Used Products. For Products identified on the Agreement as used or refurbished Products, these Products have been previously owned and used. When delivered to Purchaser, the Products may have received mechanical, electrical and/or cosmetic reconditioning, as needed, and will comply with the manufacturer's specifications. Since pre-owned Products may be offered simultaneously to several customers, the sale of such Products to Purchaser cannot be guaranteed and is subject to continuing availability at the time Purchaser accepts Seller's offer to sell the Products. If the Products are no longer available, Seller will use its best efforts to identify other products in its inventory that may be suitable for purchase by Purchaser, and if substitute products are not acceptable to Purchaser, then Seller will cancel the order and refund to Purchaser any deposits previously paid. The warranty period for any used or refurbished Products will be separately stated on the Quotation.

1.4 Third Party Products. If this Agreement includes the sale of third party products not manufactured by Seller and not required for the operation and use of the Products, then Purchaser agrees and acknowledges that (a) Purchaser has made the selection of these products on its own, (b) the products are being acquired by Seller solely at the request of and for the benefit of Purchaser, in order to eliminate the need for

Purchaser to issue a separate purchase order to the manufacturer of the products, (c) no representation, warranty or guarantee has been made by Seller with respect to the products, (d) the obligation of Purchaser to pay Seller for the products is absolute and unconditional, (f) Purchaser will assert no claim whatsoever against the Seller with respect to the products, and will look solely to the manufacturer regarding any such claims, and (g) Purchaser will indemnify and hold Seller harmless from and against any and all claims, regardless of the form of action, related to, resulting from or caused by the products or any work or service provided by the manufacturer of the products or any other party.

2. PRICES

2.1 Quotations. Unless otherwise agreed to in writing or set forth in the quotation, all prices quoted by Seller are based on U.S. dollars, and include standard and customary packaging. F.O.B. terms are set forth in Section 6.2 hereof. Domestic prices apply only to purchasers located in, and who will use the Products in, the U.S. International prices apply to all purchasers located outside of, or who will use or ship or facilitate shipment of the Products outside of, the U.S. Unless otherwise stated, the quotation shall only be valid for forty-five (45) days from the date of the quotation.

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

2.3 Escalation. Unless otherwise agreed to in writing, except as to goods to be delivered within six (6) months of Seller's acceptance of Purchaser's order, Seller reserves the right to increase its prices to those in effect at the time of shipment.

3. TAXES

3.1 Any sales, use or manufacturer's tax which may be imposed upon the sale or use of Products, or any property tax levied after readiness to ship, or any excise tax, license or similar fee required under this transaction, shall be in addition to the quoted prices and shall be paid by Purchaser. Notwithstanding the foregoing, Seller agrees to honor any valid exemption certificate provided by Purchaser.

4. TERMS OF PAYMENT; DEFAULT

4.1 Due Date. Unless otherwise set forth in the quotation, Seller's payment terms are as follows: an initial deposit of 10% of the purchase price for each Product is due upon submission of the purchase order, an additional 80% of the purchase price is due upon delivery of each Product, and the final 10% of the purchase price is due upon completion of installation or when the Products are available for first patient use, whichever occurs first. Unless otherwise agreed, all payments other than the initial deposit are due net thirty (30) days from the date of invoice. Seller shall have no obligation to complete installation until the payment due upon delivery of the Product is received. All amounts payable pursuant to this Agreement are denominated in United States dollars, and Purchaser shall pay all such amount in lawful money of the United States. Partial shipments shall be billed as made, and payments for such shipments will be made in accordance with the foregoing payment terms.

4.2 Late Payment. A service charge of 1½% per month, not to exceed the maximum rate allowed by law, shall be made on any portion of Purchaser's outstanding balance which is not paid within thirty (30) days after invoice date, which charge shall be determined and compounded on a daily basis from the due date until the date paid. Payment of such service charge shall not excuse or cure Purchaser's breach or default for late payment. In addition, in the event that Purchaser fails to make any payment to Seller within this thirty (30) day period, including but not limited to any payment under any service contract, promissory note or other agreement with Seller, then Seller shall have no obligation to continue performance under any agreement with Purchaser.

4.3 Payment of Lesser Amount. If Purchaser pays, or Seller otherwise receives, a lesser amount than the full amount provided for under this Agreement, such payment or receipt shall not constitute or be construed other than as on account of the earliest amount due Seller. Seller may accept any check or payment in any amount without prejudice to Seller's right to recover the balance of the amount due or to pursue any other right or remedy. No endorsement or statement on any check or payment or in any letter accompanying a check or payment or elsewhere shall constitute or be construed as an accord or satisfaction.

4.4 Where Payment Due Upon Installation or Completion. Should any terms of payment provide for either full or partial payment upon installation or completion of installation or thereafter, and the installation or completion is delayed for any reason for which Seller is not responsible, then the Products shall be deemed installed upon delivery and, if no other terms were agreed upon in writing signed by the parties, the balance of payments shall be due no later than thirty (30) days from delivery regardless of the actual installation date.

4.5 Default. Each of the following shall constitute an event of default under this Agreement: (i) a failure by Purchaser to make any payment due Seller within ten (10) days of receipt of notice of non-payment from Seller; (ii) a failure by Purchaser to perform any other obligation under this Agreement within thirty (30) days of receipt of notice from Seller; (iii) a default by Purchaser or any affiliate of Purchaser under any other obligation to or agreement with Seller, 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 (iv) the commencement of any insolvency, bankruptcy or similar proceedings by or against the Purchaser (including any assignment by Purchaser for the benefit of creditors). Upon the occurrence of any event of default, at Seller's election: (a) the entire amount of any indebtedness and obligation due Seller under this Agreement and interest thereon shall become immediately due and payable without notice, demand, or period of grace; (b) Seller may suspend the performance of any of Seller's obligations hereunder, including, but not limited to, obligations relating to delivery, installation and warranty services; (c) Purchaser shall put Seller in possession of the Products upon demand; (d) Seller may enter any premises where the Products are located and take

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possession of the Products without notice or demand and without legal proceedings; (e) at the request of Seller, Purchaser shall assemble the Products and make them available to Seller at a place designated by Seller which is reasonable and convenient to all parties; (f) Seller may sell or otherwise dispose of all or any part of the Products and apply the proceeds thereof against any indebtedness or obligation of Purchaser under this Agreement (Purchaser agrees that a period of 10 days from the time notice is sent to Purchaser shall be a reasonable period of notification of sale or other disposition of the Products by or for Seller); (g) if this Agreement or any indebtedness or obligation of Purchaser under this Agreement is referred to an attorney for collection or realization, Purchaser shall pay to Seller all costs of collection and realization (including, without limitation, a reasonable sum for attorneys' fees, expenses of title search, all court costs and other legal expenses) incurred thereby; and (h) Purchaser shall pay any deficiency remaining after collection of or realization by Seller on the Products

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

5. EXPORT TERMS

5.1 Unless other arrangements have been made, payment on export orders shall be made by irrevocable confirmed letter of credit, payable in U.S. dollars against Seller's invoice and standard shipping documents. Such letter of credit shall be in an amount equal to the full purchase price of the Products and shall be established in a U.S. bank acceptable to Seller. Purchaser shall procure all necessary permits and licenses for shipment and compliance with any governmental regulations concerning control of final destination of Products.

5.2 Purchaser shall not, directly or indirectly, violate any U.S. law, regulation or treaty, or any other international treaty or agreement, relating to the export or reexport of any Product or associated technical data, to which the U.S. adheres or with which the U.S. complies. Purchaser shall defend, indemnify and hold Seller harmless from any claim, damage, liability or expense (including but not limited to reasonable attorney's fees) arising out of or in connection with any violation of the preceding sentence. If Purchaser purchases a Product at the domestic price and exports such Product, or transfers such Product to a third party for export, outside of the U.S., Purchaser shall pay to Seller the difference between the domestic price and the international retail price of such Product pursuant to the payment terms set forth herein. Purchaser shall deliver to Seller, upon Seller's request, written assurance regarding compliance with this section in form and content acceptable to Seller.

6. DELIVERY, RISK OF LOSS

6.1 Delivery Date. Delivery and completion schedules are approximate only and are based on conditions at the time of acceptance of Purchaser's order by Seller. Seller shall make every reasonable effort to meet the delivery date(s) quoted or acknowledged, but shall not be liable for any failure to meet such date(s). Partial shipments may be made.

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

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

7. SECURITY INTEREST/FILING

7.1 From the F.O.B. point, Seller shall have a purchase money security interest in the Products (and all accessories and replacements thereto and all proceeds thereof) until payment in full by Purchaser and satisfaction of all other obligations of Purchaser hereunder. Purchaser hereby (i) authorizes Seller to file (and Purchaser shall promptly execute, if requested by Seller) and (ii) irrevocably appoints Seller its agent and attorney-in-fact to execute in the name of Purchaser and file, with such authorities and at such locations as Seller may deem appropriate, any Uniform Commercial Code financing statements with respect to the Products and/or this Agreement. Purchaser also agrees that an original or a photocopy of this Agreement (including any addenda, attachments and amendments hereto) may be filed by Seller as a Uniform Commercial Code financing statement. Purchaser further represents and covenants that (a) it will keep the Products in good order and repair until the purchase price has been paid in full, (b) it will promptly pay all taxes and assessments upon the Products or the use thereof, (c) it will not attempt to transfer any interest in the Products until the purchase price has been paid in full, and (d) it is solvent and financially capable of paying the full purchase price for the Products.

8. CHANGES, CANCELLATION, AND RETURN

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

8.2 Orders accepted by Seller are noncancellable by Purchaser except upon Seller's written consent and payment by Purchaser of a cancellation charge equal to 10% of the price of the affected Products, plus any shipping, insurance, inspection and refurbishment charges; the cost of providing any training, education, site evaluation or other services; and any return, cancellation or restocking fees with respect to any Third Party Products ordered by Seller on behalf of Purchaser.

Seller may retain any payments received from Purchaser up to the amount of the cancellation charge. In no event can an order be cancelled by Purchaser or Products be returned to Seller after shipment has been made.

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

9. FORCE MAJEURE

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

10. WARRANTY

10.1 Seller warrants that the Products manufactured by Seller and sold hereunder shall be free from defects in material or workmanship under normal use and service for the warranty period. Seller's obligation under this warranty is limited, at Seller's option, to the repair or replacement of the Product or any part thereof. Unless otherwise set forth in the Product Warranty attached hereto and incorporated herein by reference, the warranty period shall commence upon the earlier of the date that the Products have been installed in accordance with 12.6 hereof, which date shall be confirmed in writing by Seller, or first patient use, and shall continue for 12 consecutive months. Seller makes no warranty for any Products made by persons other than Seller or its affiliates, and Purchaser's sole warranty therefor, if any, is the original manufacturer's warranty, which Seller agrees to pass on to Purchaser, as applicable. The warranty provided by Seller under this Section 10 extends only to the original Purchaser, unless the Purchaser obtains the Seller's prior written consent with respect to any sale or other transfer of the Equipment during the term of the warranty.

10.2 No warranty extended by Seller shall apply to any Products which have been damaged by accident, misuse, abuse, negligence, improper application or alteration or by a force majeure occurrence as described in Section 9 hereof or by the Purchaser's failure to operate the Products in accordance with the manufacturer's instructions or to maintain the recommended operating environment and line conditions; which are defective due to unauthorized attempts to repair, relocate, maintain, service, add to or modify the Products by the Purchaser or any third party or due to the attachment and/or use of non-Seller supplied equipment without Seller's prior written approval; which failed due to causes from within non-Seller supplied equipment; which have been damaged from the use of operating supplies or consumable parts not approved by Seller.

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In addition, no warranty extended by Seller shall apply to any transducer failure due to events such as cracking from high impact drops, cable rupture from rolling equipment over the cable, or delamination from cleaning with inappropriate solutions. Seller's obligation under this warranty is limited to the repair or replacement, at Seller's option, of defective parts. Seller may effectuate such repair at Purchaser's facility, and Purchaser shall furnish Seller safe and sufficient access for such repair. Repair or replacement may be with parts or products that are new, used or refurbished. Repairs or replacements shall not interrupt, extend or prolong the term of the warranty. Purchaser shall, upon Seller's request, return the noncomplying Product or part to Seller with all transportation charges prepaid, but shall not return any Product or part to Seller without Seller's prior written authorization. Purchaser shall pay Seller its normal charges for service and parts for any inspection, repair or replacement that is not, in Seller's sole judgment, required by noncompliance with the warranty set forth in Section 10.1. Seller's warranty does not apply to consumable materials, disposables, supplies, accessories and collateral equipment, except as specifically stated in writing or as otherwise set forth in the Product Warranty attached hereto and incorporated herein by reference, nor to products or parts thereof supplied by Purchaser.

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

10.4 Purchaser shall provide Seller with full and free access to the Products, network cabling and communication equipment as is reasonably necessary for Seller to provide warranty service. This access includes establishing and maintaining connectivity to the Products via VPN IPsec Tunneling (non-client) Peer-to-Peer connection, modem line, internet connection, broadband internet connection or other secure remote access reasonably required by Seller, in order for Seller to provide warranty service, including remote diagnostics, monitoring and repair services.

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

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

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

11. LIMITATION OF LIABILITY

11.1 In no event shall Seller's liability hereunder exceed the actual loss or damage sustained by Purchaser, up to the purchase price of the Products.

11.2 SELLER SHALL NOT BE LIABLE FOR ANY LOSS OF USE, REVENUE OR ANTICIPATED PROFITS, COST OF SUBSTITUTE PRODUCTS OR SERVICES, LOSS OF STORED, TRANSMITTED OR RECORDED DATA, OR FOR ANY INCIDENTAL, UNFORESEEN, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SALE OR USE OF THE PRODUCTS. This provision does not affect third party claims for personal injury arising as a result of Seller's negligence or product defect. **THE FOREGOING IS A SEPARATE, ESSENTIAL TERM OF THIS AGREEMENT AND SHALL BE EFFECTIVE UPON THE FAILURE OF ANY REMEDY, EXCLUSIVE OR NOT.**

12. INSTALLATION - ADDITIONAL CHARGES

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

12.2 Installation by Seller. If Seller specifies it will install the Products, the following applies: subject to fulfillment of the obligations set forth in 12.4 below, Seller shall install the Products covered hereby and connect same to the requisite safety switches and power lines to be installed by Purchaser. Except as otherwise specified below, if such installation and connection are performed by Seller technical personnel, prices shown include the cost thereof, provided that the installation and connection can be performed within the Continental United States or Puerto Rico and during normal business hours. Any overtime charges or other special expenses shall be additional charges to the prices shown.

12.3 Trade Unions. In the event that a trade union, or unions, or other local labor conditions prevent Seller from performing the above work with its own employees or contractors, then Purchaser shall either make all required arrangements with the trade union, or unions, to permit Seller completion of said work or shall provide the personnel, at Purchaser's sole cost and expense. Moreover, any additional cost incurred by Seller and related to such labor disputes shall be paid by the Purchaser and Seller's obligations under such circumstances will be limited to providing engineering supervision of installation and connection of Seller equipment to existing wiring.

12.4 Purchaser's Obligations. Purchaser shall, at its expense, provide all proper and necessary labor and materials for plumbing service, carpentry work, conduit wiring, and other preparations required for such installation and connection. All such labor and materials shall be completed and available at the time of delivery of the Products by Seller. Additionally, the Purchaser shall provide free access to the premises of installation and, if necessary, safe and secure space thereon for storage of Products and equipment

prior to installation by Seller. Purchaser shall be responsible, at its sole cost and expense, for obtaining all permits, licenses and approvals required by any federal, state or local authorities in connection with the installation and operation of the Products, including but not limited to any certificate of need and zoning variances. Purchaser shall provide a suitable environment for the Products and shall ensure, at its sole cost and expense, that its premises are free of asbestos, hazardous conditions and any concealed, unknown or dangerous conditions and that all site requirements are met. Seller shall delay its work until Purchaser has completed the removal of the asbestos or other hazardous materials or has taken any other precautions and completed any other work required by applicable regulations. Purchaser shall reimburse Seller for any increased costs and expenses incurred by Seller that are the result of or are caused by any such delay. In the event that Seller is requested to supervise the installation of the Products, it remains the Purchaser's responsibility to comply with local regulations. Seller is not an architect and all drawings furnished by Seller are not construction drawings.

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

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

13. PATENT, TRADEMARK AND OTHER INFRINGEMENT CLAIMS

13.1 Infringement by Seller. Seller warrants that the Products manufactured by Seller and sold hereunder do not infringe any U.S. patent or copyright. If Purchaser receives a claim that any such Product, or parts thereof, infringe upon the rights of others under any U.S. patent or copyright, Purchaser shall notify Seller immediately in writing. As to all infringement claims relating to Products or parts manufactured by Seller or one of its affiliates: (a) Purchaser shall give Seller information, assistance and exclusive authority to evaluate, defend and settle such claims.

(b) Seller shall then, at its own expense, defend or settle such claims, procure for the Purchaser the right to use the Products, or remove or modify them to avoid infringement. If none of these alternatives is available on terms reasonable to Seller, then Purchaser shall return the Products to Seller and Seller shall refund to Purchaser the purchase price paid by the Purchaser less reasonable depreciation for Purchaser's use of the Products. The foregoing states Seller's entire obligation and liability, and the Purchaser's sole remedy, for claims of infringement.

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

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and should a claim be made that such Products infringe the rights of any third party under patent, trademark or otherwise, then Purchaser shall indemnify and hold Seller harmless against any liability or expense, including reasonable attorneys' fees, incurred by Seller in connection therewith

14. DESIGNS AND TRADE SECRETS; LICENSE; CONFIDENTIALITY

14.1 Any drawings, data, designs, software programs or other technical information supplied by Seller to Purchaser in connection with the sale of the Products are not included in the sale of the Products to Purchaser, shall remain Seller's property and shall at all times be held in confidence by Purchaser. Such information shall not be reproduced or disclosed to others without Seller's prior written consent.

14.2 For all goods purchased hereunder which utilize software for their operation, such "Applications Software" shall be licensed to Purchaser under the terms of Seller's Software License Schedule as attached hereto.

14.3 Diagnostic/Maintenance Software is not included under 14.2 above, is available only as a special option under a separate Diagnostic Materials License Agreement and may be subject to a separate licensing fee.

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

15. ENGINEERING CHANGES

15.1 Seller makes no representation that engineering changes which may be announced in the future will be suitable for use on, or in connection with, the Products.

16. ASSIGNMENT

16.1 Neither party may assign any rights or obligations under this Agreement without the written consent of the other and any attempt to do so shall be void, except that Seller may assign this Agreement without consent to any subsidiary or affiliated company, and may delegate to authorized subcontractors or service suppliers any work to be performed under this Agreement so long as Seller remains liable for the performance of its obligations under this Agreement. This Agreement shall inure to and be binding upon the parties and their respective successors, permitted assigns and legal representatives. Seller shall have no obligations under this Agreement to any assignee of Purchaser that is not approved by Seller in advance

17. DAMAGES, COSTS AND FEES

17.1 In the event that any dispute or difference is brought arising from or relating to this Agreement or the breach, termination or validity thereof, the prevailing party shall NOT be entitled to recover from the other party any punitive damages. The prevailing party shall be entitled to recover from the other party all reasonable attorneys' fees incurred, together with such other expenses, costs and disbursements as may be allowed by law.

18. MODIFICATION

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

19. GOVERNING LAW; WAIVER OF JURY TRIAL

19.1 This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

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

20. COST REPORTING

20.1 Customer agrees that it will fully and accurately account for and report in all cost reports and otherwise fully and accurately disclose to federal and state health care program payors and fully and accurately reflect where and as appropriate to the applicable reimbursement methodology, all services and other items, including any and all discounts, received from Seller under this Agreement, in compliance with all applicable laws, rules and regulations, including but not limited to the Social Security Act and implementing regulations relating to Medicare, Medicaid and other federal and state health care reimbursement programs.

21. INTEGRATION

21.1 These terms and conditions, including any attachments or other documents incorporated by reference herein, constitute the entire agreement and the complete and exclusive statement of agreement with respect to the subject matter hereof, and supersede any and all prior agreements, understandings and communications between the parties with respect to the Products.

22. SEVERABILITY; HEADINGS

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

23. WAIVER

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

24. NOTICES

24.1 Any notice or other communication under this Agreement shall be deemed properly given if given in writing and delivered in person or mailed, properly addressed and stamped with the required postage, to the intended recipient at its address specified on the face hereof. Either party may from time to time change such address by giving the other party notice of such change in accordance with this section.

25. RIGHTS CUMULATIVE

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

26. END USER CERTIFICATION

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

Siemens Medical Solutions USA, Inc.

51 Valley Stream Parkway, Malvern PA 19355

Software License Schedule To The Siemens Medical Solutions USA, Inc. Terms and Conditions of Sale

1. DEFINITIONS: The following definitions apply to this Schedule:
"Agreement" shall mean the attached (i) Quotation for Products and/or Services including the Terms and Conditions of Sale and applicable schedules; and/or (ii) Software License Agreement describing the software licensed herein and the specific system for which the license is issued.

"Licensor" shall mean Siemens Medical Solutions USA, Inc.

"Licensee" shall mean the end-user to whom Licensor provides Software or Documentation for its internal use under the Agreement.

"Software" shall mean the software described in the attached Agreement, including the following as contained therein: (i) software programs consisting of a series of statements or instructions to be used directly or indirectly in a programmable controller or computer to bring about a certain result and (ii) databases consisting of systemized collections of data to be used or referenced directly or indirectly by a programmed controller or computer. Notwithstanding the foregoing, "Software" does not include "firmware" as such term is conventionally understood. Diagnostic/Maintenance Software also is not included within the scope of the Software licensed under this Schedule, and is available only as a special option under a separate Diagnostic Materials License Agreement and may be subject to a separate licensing fee.

"Documentation" shall mean the documents and other supporting materials which are intended to support the use of an associated product, including (but not limited to) instructions, descriptions, flow charts, logic diagrams and listings of the Software, in text or graphic form, on machine readable or printed media.

"Designated Unit" shall mean a single control unit or computer identified on the first page of the Agreement, on which Software licensed hereunder may be used by Licensee.

2. SCOPE: The following terms and conditions shall apply to all Software and Documentation provided by Licensor to Licensee under the Agreement (whether included with other products listed in the Agreement or listed separately in the Agreement), together with any updates or revisions thereto which Licensor may provide to Licensee, and all copies thereof, except any Software and/or Documentation licensed directly by Licensor's supplier under a separate end-user license agreement accompanying the Software or the Documentation, in which case Licensee agrees to be bound by that license agreement as a condition to using the Software and/or Documentation. Except as expressly provided herein, and provided that in no event shall the warranties or other obligations of Licensor with respect to such Software or Documentation exceed those set forth in this Schedule, this Schedule shall be subject to the liability limitations and exclusions and other terms and conditions set forth in the Agreement. **ANY USE OF THE SOFTWARE, INCLUDING BUT NOT LIMITED TO USE ON THE DESIGNATED UNIT, WILL CONSTITUTE LICENSEE'S AGREEMENT TO THIS SOFTWARE LICENSE SCHEDULE (OR RATIFICATION OF ANY PREVIOUS CONSENT).**

3. SOFTWARE AND DOCUMENTATION LICENSE: Subject to the payment of any applicable annual license fees, whether stated separately or included in the purchase price of another product, and to Licensee's acceptance of all of the obligations set forth herein and to the fulfillment of those obligations, Licensor or, if applicable, its licensor or supplier, hereby grants to Licensee a paid-up, nonexclusive and nontransferable (except as expressly provided in this Schedule) limited license to use the Software provided by Licensor under the Agreement solely for Licensee's own use on the Designated Unit and to use the Documentation in support of Licensee's authorized use of the Software, for the purpose of operating the Designated Unit in accordance with the instructions set forth in the user's manual supplied with the Designated Unit and for no other purpose whatsoever. A separate license is required for each Designated Unit on which the Software is to be used. Licensee may obtain from Licensor one copy of the Software licensed hereunder for backup and archival purposes only as is necessary to support Licensee's own authorized use of the Software, provided that Licensee includes on or in all copies (in any form) all copyright, trade secret or other proprietary notices contained on or in the Software as provided by Licensor. Additional copies of the Documentation may be licensed from Licensor at its then applicable charges. Licensee may make the Software and Documentation (including any copies) available only to its employees and other persons on Licensee's premises to whom such disclosure is necessary to enable Licensee to use the Software or Documentation within the scope of the license provided in this Schedule. If the Software is supplied to any unit or agency of the United States Government other than the Department of Defense, the Software and Documentation are classified as "restricted computer software" and the Government's rights in the Software and Documentation shall be as provided in paragraph (c) (2) of the Commercial Computer Software-Restricted Rights clause in FAR 52.227-19 and any successor laws, rules or regulations thereto.

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

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Siemens Medical Solutions USA, Inc.

51 Valley Stream Parkway, Malvern PA 19355

Software License Schedule To The Siemens Medical Solutions USA, Inc. Terms and Conditions of Sale

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Revised 03-15-05

Siemens Medical Solutions USA, Inc.

51 Valley Stream Parkway, Malvern PA 19355

ADVANCED RADIOLOGY

56 Quarry Rd.
Trumbull, CT 06611

LOCAL SALES OFFICE: Boston

Siemens Medical Solutions USA, Inc.
200 Wheeler Rd, 3rd Floor
Burlington, MA 01803
Phone: (781) 203-6000 Fax: (781) 203-6025

PROPOSAL REFERENCE
Proposal: 1-93FUL4 Date: 6/6/2007
Siemens' REPRESENTATIVE
Elizabeth Dermody

ALL INQUIRIES SHOULD BE
DIRECTED TO THE LOCAL SALES
OFFICE AND SHOULD SPECIFY THE
QUOTE # AND REVISION #

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

MAGNETOM Espree

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

DELIVERY SUBJECT TO AVAILABILITY

FREIGHT CHARGES AND TAXES, IF ANY, ARE PAYABLE UPON RECEIPT OF INVOICE.

WARRANTY: See specific product line attachment definitions.

THIS QUOTATION IS IN US DOLLARS AND IS VALID FOR 45 DAYS.

TERMS OF PAYMENT: 10% Down, 80% Delivery, 10% Installation

Siemens Medical Solutions USA, Inc.

CUSTOMER'S ACCEPTANCE:

SUBMITTED BY: _____ (signature)
NAME: Elizabeth Dermody
TITLE: Siemens' REPRESENTATIVE
DATE: 6/6/2007

BY: _____ (signature)
NAME: _____
TITLE: _____
DATE: _____

Siemens Medical Solutions USA, Inc.

51 Valley Stream Parkway, Malvern PA 19355

ADVANCED RADIOLOGY

56 Quarry Rd.
Trumbull, CT 06611

PROPOSAL REFERENCE

Proposal: 1-93FUL4 Date: 6/6/2007

<u>Quote #</u>	<u>Quote Name</u>	<u>Revision</u>	<u>Terms of Payment</u>
1-93HL1Q	MAGNETOM Espree	2	10% Down, 80% Delivery, 10% Installation

FOB: Destination

RELEVANT Items for Quote #1-93HL1Q Revision 2 (Included in Contract Total)

Qty	Part #	Description	Extended Net Price
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MAGNETOM Espree

1 07584514 MAGNETOM Espree - System

The Siemens 1.5T MAGNETOM Espree, a Tim system, is the first Open Bore MR scanner. It uniquely supports revolutionary patient care through: Revolutionary, CT-like bore design 70 cm patient diameter, 125 cm long system (cover to cover) for head out of the magnet in 60% of the anatomy scanned. Tim (Total imaging matrix) technology, the tremendous innovative RF system and matrix coil technology, which provides up to 100% more SNR, streamlines positioning and opens the door to whole body imaging. syngo®, the Siemens unique multi modality software providing innovative applications and workflow automation features. system including magnet, electronics and control room can be installed in 30 sqm (325 sq. ft). basic system includes: Unique ultra-short 120 cm long, whole-body superconductive 1.5T magnet with Zero Helium Boil-Off technology Siemens exclusive Actively Shielded water-cooled gradient system Digital RF Transmit and Receive System RF Coils High performance new host computer and image processors syngo® MR software including Inline Technology, 1D/2D PACE, iPAT and Phoenix Tim Application Suite including nine dedicated Suites: Neuro Suite, Angio Suite, Cardiac Suite, Body Suite, Onco Suite, Breast Suite, Ortho Suite, Pediatric Suite and Scientific Suite. system cooling either the predefined chiller option or the Separator is required.

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RELEVANT Items for Quote #1-93HL1Q Revision 2 (Included in Contract Total)

Qty	Part #	Description	Extended Net Price
1	14405343	I-class #Tim I-class is the new generation of Tim-based MRI scanners, which enables innovative applications and workflow efficiency.I-class package comprises:3D Distortion Correction,MPPS, ImageFilter SWPhoenixZIPDICOM Study Split	
1	14401432	Tim [32x8] Z-engine #Es Tim [32x8] Z-engine performance level[32x8] is Total imaging matrix with 32 seamlessly integrated coil elements, combinable to 8 RF channels. It is the leading technology for clinical routine. Tim [32x8] has flexibility in Parallel Imaging. PAT factors up to 4 (one direction) or 9 (in two directions, with optional iPAT Extensions) help speed acquisitions. Maximum SNR is ensured through the new matrix coil technology.engine Gradient SystemZ-engine is designed combining high performance while minimizing acoustic noise.	
1	14401433	Label Tim [32x8] #Es Label on the front cover displaying the Tim level of the system.	
1	08464872	PC Keyboard US english #Av,Es,TATS Standard PC keyboard with 101 keys.	
1	14401434	Cover Satin White #Es The color of the main face plate cover with integrated control panel and table display is Translucent Teal. The table elevator cover and adjoining upper left cover are presented in an optically appealing Satin White design.	

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RELEVANT Items for Quote #1-93HL1Q Revision 2 (Included in Contract Total)

Qty	Part #	Description	Extended Net Price
1	14401451	Standard Patient Matrix Table #Es The patient table is mounted directly to the magnet assembly. table can support up to 200 kg (440 lbs) patients with unrestricted vertical and horizontal movement.	
1	08464989	PMU Wireless Physio Control #Av,Es Physiological Measurement Unit (PMU) - Wireless Physio Control for wireless triggering, synchronizes the measurement with the physiological cycles of cardiac and/or respiratory motion. Wireless technology for all sensors allows fast and easy patient set-up and comfort, and robust cardiac or respiratory signal transmission as it eliminates the need to attach cables to the patient. Wireless Physio Control contains wireless VCG, respiration and pulse sensors and a charging station as all sensors are powered by rechargeable batteries.	
1	07820058	iPAT Extensions #Tim iPAT Extensions (integrated Parallel Acquisition Techniques): allows iPAT in 2 directions simultaneously (phase encoding direction and 3D direction for 3D sequences). By applying PAT in 2 directions simultaneously, the effective PAT factor can be maximized, and PAT applications are extended.	
1	14405224	Composing syngo #Tim This application provides dedicated evaluation software for creating full-format images from overlapping MR volume data sets and MIPs (starting from syngo MR B13) acquired at multiple stages.	
1	07820074	Inline Diffusion #Tim Automatic real-time calculation of trace-weighted images and ADC maps with Inline technology. to single-shot diffusion-weighted EPI.	

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RELEVANT Items for Quote #1-93HL1Q Revision 2 (Included in Contract Total)

Qty	Part #	Description	Extended Net Price
1	07820082	Inline Perfusion #Tim Automatic real-time calculation of Global Bolus Plot (GBP), Percentage of Baseline at Peak map (PBP), and Time-to-Peak map (TTP) with Inline technology.	
1	14402527	SWI #Tim Susceptibility Weighted Imaging is a high-resolution 3D imaging technique for the brain with ultra-high sensitivity for microscopic magnetic field inhomogeneities caused by deoxygenated blood, products of blood decomposition and microscopic iron deposits. Among other things, the method allows for the highly sensitive proof of cerebral hemorrhages and the high-resolution display of venous cerebral blood vessels.	
1	08464765	CISS & DESS #Tim Advanced 3D imaging sequences and protocols which are unique to Siemens:3D DESS and 3D CISS	
1	08464815	Body Matrix Coil #Tim The new multi-element Matrix coil technology is an essential part supplementing the most innovative Total imaging matrix. Matrix coils have multiple receive coil elements that can be clustered in groups. Each receive coil element is equipped with a low noise preamplifier to maximize signal-to-noise ratio. Body Matrix Coil features: 6-element design with 6 integrated preamplifiers, with 2 clusters of 3 elements each. Operated depending on the Matrix Coil Mode as a 2-channel coil (CP Mode), 4-channel coil (Dual Mode) or 6-channel coil (Triple Mode). Operates in an integrated fashion with the Spine Matrix coil (2 rings of 6 elements each = 12-element design). Can be combined with further Body Matrix coils for larger coverage. No coil tuning. iPAT-compatible. Thorax (incl. heart) Abdomen Pelvis Hip. Can be combined with: Head Matrix coil Neck Matrix coil Spine Matrix coil. Additional Body Matrix coils (typically 2-3 in total) for additional anatomical coverage. PA Matrix coil (Peripheral Angio Matrix; optional). All flexible coils (e.g. CP Flex coil, small, CP Flex coil, large) CP Head Array coil Endorectal coils	

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RELEVANT Items for Quote #1-93HL1Q Revision 2 (Included in Contract Total)

Qty	Part #	Description	Extended Net Price
1	08464823	PA Matrix Coil #Tim	
		The new multi-element Matrix coil technology is an essential part supplementing the most innovative Total imaging matrix. Matrix coils have multiple receive coil elements that can be clustered in groups. Each receive coil element is equipped with a low noise preamplifier to maximize signal-to-noise ratio. PA Matrix Coil features:16-element design with 16 integrated preamplifiers, in 8 CP pairs, i. e. 4 levels with 2 CP elements eachOperates in an integrated fashion with the Body Matrix Coils and Spine Matrix Coil and for Whole-Body examinations also with the Head and Neck Matrix Coil (for Whole-Body examinations the optional Tim Whole Body Suite is required)Can be utilized Head and Feet FirstBoth legs are independently covered with coil elements, maximizing the coil filling factor and the signal-to-noise ratioNo coil tuningIncludes special non-ferromagnetic coil cart for safe, user-friendly storageiPAT-compatible:High-resolution angiography of both legs incl. pelvis with highest signal-to-noise ratioVisualization of the iliac arteries and aortabe combined with:Head Matrix CoilNeck Matrix CoilSpine Matrix CoilBody Matrix Coils (up to 3)All flexible coils (e.g. CP Flex coil, small, CP Flex coil, large)	
1	14405255	Breast Matrix-Spule #Tim	
		Multi-element matrix coils are an important component of Tim technology (Total imaging matrix). Matrix coils include several receiver coil elements that can be flexibly switched in groups. Each individual receiver coil element is equipped with its own low-noise preamplifier in order to maximize the signal-to-noise ratio.features of the breast matrix coil:4-element design with 4 integrated preamplifiers. Operation, depending on matrix coil mode, as 2-channel coil (CP mode), 4-channel coil (dual mode).:MR breast examinationswith:Body Matrix coilFlex coils	
1	05671560	Loop Flex Coil, large #S,Av,Es	

Siemens Medical Solutions USA, Inc.

51 Valley Stream Parkway, Malvern PA 19355

ADVANCED RADIOLOGY

56 Quarry Rd.
Trumbull, CT 06611

PROPOSAL REFERENCE

Proposal: 1-93FUL4 Date: 6/6/2007

RELEVANT Items for Quote #1-93HL1Q Revision 2 (Included in Contract Total)

Qty	Part #	Description	Extended Net Price
1	14405244	Shoulder Array Coil #Es This iPAT compatible coil for examinations of the left or right shoulder consists of a base plate and two receive array coil attachments available in different sizes, these will be attached and can be relocated on the basis plate.	
1	08464948	CP Extremity Coil #Tim Circularly Polarized no-tune transmit/receive coil for joint examinations in the region of the lower extremities.	

MR Console Tables and Containers

1	07275907	Table syngo 1,2m	
1	07090207	Office Container syngo, 45cm	
1	14401443	Cable Set syngo 11/9 #Es Cable length inside the cabin 11 m, cable length outside the cabin 9 m.Ethernet Twisted Pair Adapter and 10 m cable.	

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RELEVANT Items for Quote #1-93HL1Q Revision 2 (Included in Contract Total)

Qty	Part #	Description	Extended Net Price
1	14401476	Venting Kit Airfreight #Av,Es Overpressure valve as a transport safety device for cold delivery of the magnet by air (designed for air pressure conditions below atmospheric during transport by plane).	
1	05672105	Helium Fill 30/70 #S,Av,Es,TATS	
1	08465481	Chiller, 60 Hz #Av,Es The KKT KCC 215 is a dedicated MAGNETOM Avanto and Espree 20°C chiller.chiller has to be used in combination with the IFP (Interface Panel). This applies if no chilled water supply is available at all on-site.IFP is included in delivery.	
1	08857828	UPS Cable #Tim Power cable for the UPS-system UPS Powerware PW 9125-3000i (8857810) at the ACC of the MAGNETOM Avanto and Espree for backing up the computer.cable length 9 m.	

MAGNETOM Espree - Local

1	MR_STD_RIG_INST	MR Standard Rigging and Installation	
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RELEVANT Items for Quote #1-93HL1Q Revision 2 (Included in Contract Total)

Qty	Part #	Description	Extended Net Price
1	4MR5142869	Armrest #MR	
1	MR_APPLS_5_3	MR Application Training	
1	CHILINST_AVT	Chiller Start-up and Warranty for TIM	
1	MR_SYNGO	Basic syngo training (2 tech)	
1	MR_ADV_SYNGO	Advanced syngo training course	
1	MR_BASICS1	MR Imaging Basics:Concepts & Application	
2	MR_TRAVEL_PKG1	Travel pckg.f.1attend.to a SMS train.Ctr	

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Proposal: 1-93FUL4 Date: 6/6/2007

RELEVANT Items for Quote #1-93HL1Q Revision 2 (Included in Contract Total)

Qty	Part #	Description	Extended Net Price
1	MR_USER_SEM	Annual technologist users seminar	
1	MR_TRAVEL_PKG1	Travel pckg.f.1attend.to a SMS train.Ctr	

Quote #1-93HL1Q Extended Total: \$1,783,195

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PROPOSAL REFERENCE

Proposal: 1-93FUL4 Date: 6/6/2007

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Trumbull, CT 06611

OPTIONAL Items for Quote #1-93HL1Q Revision 2 (Not Included in Contract Total)

Qty	Part #	Description	Extended Net Price
1	08464815	Body Matrix Coil #Tim	\$26,250
		The new multi-element Matrix coil technology is an essential part supplementing the most innovative Total imaging matrix. Matrix coils have multiple receive coil elements that can be clustered in groups. Each receive coil element is equipped with a low noise preamplifier to maximize signal-to-noise ratio. Body Matrix Coil features: 6-element design with 6 integrated preamplifiers, with 2 clusters of 3 elements each. Operated depending on the Matrix Coil Mode as a 2-channel coil (CP Mode), 4-channel coil (Dual Mode) or 6-channel coil (Triple Mode). Operates in an integrated fashion with the Spine Matrix coil (2 rings of 6 elements each = 12-element design). Can be combined with further Body Matrix coils for larger coverage. No coil tuning. iPAT-compatible. Thorax (incl. heart) Abdomen Pelvis Hip. Can be combined with: Head Matrix coil Neck Matrix coil Spine Matrix coil. Additional Body Matrix coils (typically 2-3 in total) for additional anatomical coverage. PA Matrix coil (Peripheral Angio Matrix; optional). All flexible coils (e.g. CP Flex coil, small, CP Flex coil, large). CP Head Array coil Endorectal coils	
1	14402595	syngo Expert-i	\$9,000
		This software application enables support by "remote staff" (connected via network only) for planning and processing.	
1	14401436	PMU Display Satin White #Es	\$11,250
		LCD monitor arm-mounted on the magnet cover for display of physiologic (ECG, pulse, respiration) signals in the examination room. for optimal visualization while positioning physiological monitoring devices (e.g. ECG electrodes). front cover with outlet for the LCD display in Satin White cover design.	
1	14402526	BLADE #Tim	\$37,500
		Motion insensitive multi-shot Turbo Spin Echo (TSE) sequence with inter-shot motion correction for in-plane motion in all body regions.	

ACCEPTANCE ON FIRST PAGE INCLUDES ALL FOLLOWING PAGES AS SPECIFIED ABOVE

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ADVANCED RADIOLOGY56 Quarry Rd.
Trumbull, CT 06611**PROPOSAL REFERENCE**

Proposal: 1-93FUL4 Date: 6/6/2007

Extended Contract Total: \$1,783,195

(Items marked 'optional' not included in total)

FINANCING:

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

ACCESSORIES:

Don't forget to ask us about our line of OEM imaging accessories to complete your modality purchase. All accessories can be purchased or financed as part of this order. To purchase accessories directly or to receive our accessory catalogs, please call us directly at 1-888-222-9944 ext. 7 or contact your local sales representative.

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Terms and Conditions of Sale

1. GENERAL

1.1 Contract Terms. These terms and conditions constitute an integral part of any contract between the Seller identified on the first page hereof to sell products ("Products") and Purchaser and shall govern the sale of the Products. Seller shall not be bound by, and specifically objects to, any terms, conditions or other provisions which are different from or in addition to the provisions of this Agreement (whether or not it would materially alter this Agreement) which is proffered by Purchaser in any purchase order, receipt, acceptance, confirmation, correspondence or otherwise (even if provided to Seller concurrently with this Agreement), unless Seller specifically agrees to any such provision in a writing signed by Seller. Neither Seller's lack of objection to any such terms, nor delivery of the Products or provision of any services hereunder, shall constitute the agreement of Seller to any such terms. Products may contain used, reworked or refurbished parts and components that comply with performance and reliability specifications and controls. Purchaser acknowledges that this is a commercial and not a consumer transaction.

1.2 Acceptance. An order shall be binding on Seller only after a credit approval and an order confirmation have been issued by Seller, and shall be subject to Seller's on-going credit review and approval. Acceptance is expressly made conditional on Purchaser's acceptance of these terms and conditions. Purchaser shall be deemed to have assented to, and waived any objection to, this Agreement upon the earliest to occur of any of the following: Purchaser's completion or execution of this Agreement; Purchaser's acceptance of all or any part of the Products subject to this Agreement; Purchaser's issuance of a purchase order for any Products identified on Seller's quotation or proposal; or delivery of the Products to the common carrier for shipment pursuant hereto.

1.3 Refurbished/Used Products. For Products identified on the Agreement as used or refurbished Products, these Products have been previously owned and used. When delivered to Purchaser, the Products may have received mechanical, electrical and/or cosmetic reconditioning, as needed, and will comply with the manufacturer's specifications. Since pre-owned Products may be offered simultaneously to several customers, the sale of such Products to Purchaser cannot be guaranteed and is subject to continuing availability at the time Purchaser accepts Seller's offer to sell the Products. If the Products are no longer available, Seller will use its best efforts to identify other products in its inventory that may be suitable for purchase by Purchaser, and if substitute products are not acceptable to Purchaser, then Seller will cancel the order and refund to Purchaser any deposits previously paid. The warranty period for any used or refurbished Products will be separately stated on the Quotation.

1.4 Third Party Products. If this Agreement includes the sale of third party products not manufactured by Seller and not required for the operation and use of the Products, then Purchaser agrees and acknowledges that (a) Purchaser has made the selection of these products on its own, (b) the products are being acquired by Seller solely at the request of and for the benefit of Purchaser, in order to eliminate the need for

Purchaser to issue a separate purchase order to the manufacturer of the products, (c) no representation, warranty or guarantee has been made by Seller with respect to the products, (d) the obligation of Purchaser to pay Seller for the products is absolute and unconditional, (f) Purchaser will assert no claim whatsoever against the Seller with respect to the products, and will look solely to the manufacturer regarding any such claims, and (g) Purchaser will indemnify and hold Seller harmless from and against any and all claims, regardless of the form of action, related to, resulting from or caused by the products or any work or service provided by the manufacturer of the products or any other party.

2. PRICES

2.1 Quotations. Unless otherwise agreed to in writing or set forth in the quotation, all prices quoted by Seller are based on U.S. dollars, and include standard and customary packaging. F.O.B. terms are set forth in Section 6.2 hereof. Domestic prices apply only to purchasers located in, and who will use the Products in, the U.S. International prices apply to all purchasers located outside of, or who will use or ship or facilitate shipment of the Products outside of, the U.S. Unless otherwise stated, the quotation shall only be valid for forty-five (45) days from the date of the quotation.

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

2.3 Escalation. Unless otherwise agreed to in writing, except as to goods to be delivered within six (6) months of Seller's acceptance of Purchaser's order, Seller reserves the right to increase its prices to those in effect at the time of shipment.

3. TAXES

3.1 Any sales, use or manufacturer's tax which may be imposed upon the sale or use of Products, or any property tax levied after readiness to ship, or any excise tax, license or similar fee required under this transaction, shall be in addition to the quoted prices and shall be paid by Purchaser. Notwithstanding the foregoing, Seller agrees to honor any valid exemption certificate provided by Purchaser.

4. TERMS OF PAYMENT; DEFAULT

4.1 Due Date. Unless otherwise set forth in the quotation, Seller's payment terms are as follows: an initial deposit of 10% of the purchase price for each Product is due upon submission of the purchase order, an additional 80% of the purchase price is due upon delivery of each Product, and the final 10% of the purchase price is due upon completion of installation or when the Products are available for first patient use, whichever occurs first. Unless otherwise agreed, all payments other than the initial deposit are due net thirty (30) days from the date of invoice. Seller shall have no obligation to complete installation until the payment due upon delivery of the Product is received. All amounts payable pursuant to this Agreement are denominated in United States dollars, and Purchaser shall pay all such amount in lawful money of the United States. Partial shipments shall be billed as made, and payments for such shipments will be made in accordance with the foregoing payment terms.

4.2 Late Payment. A service charge of 1½% per month, not to exceed the maximum rate allowed by law, shall be made on any portion of Purchaser's outstanding balance which is not paid within thirty (30) days after invoice date, which charge shall be determined and compounded on a daily basis from the due date until the date paid. Payment of such service charge shall not excuse or cure Purchaser's breach or default for late payment. In addition, in the event that Purchaser fails to make any payment to Seller within this thirty (30) day period, including but not limited to any payment under any service contract, promissory note or other agreement with Seller, then Seller shall have no obligation to continue performance under any agreement with Purchaser.

4.3 Payment of Lesser Amount. If Purchaser pays, or Seller otherwise receives, a lesser amount than the full amount provided for under this Agreement, such payment or receipt shall not constitute or be construed other than as on account of the earliest amount due Seller. Seller may accept any check or payment in any amount without prejudice to Seller's right to recover the balance of the amount due or to pursue any other right or remedy. No endorsement or statement on any check or payment or in any letter accompanying a check or payment or elsewhere shall constitute or be construed as an accord or satisfaction.

4.4 Where Payment Due Upon Installation or Completion. Should any terms of payment provide for either full or partial payment upon installation or completion of installation or thereafter, and the installation or completion is delayed for any reason for which Seller is not responsible, then the Products shall be deemed installed upon delivery and, if no other terms were agreed upon in writing signed by the parties, the balance of payments shall be due no later than thirty (30) days from delivery regardless of the actual installation date.

4.5 Default. Each of the following shall constitute an event of default under this Agreement: (i) a failure by Purchaser to make any payment due Seller within ten (10) days of receipt of notice of non-payment from Seller; (ii) a failure by Purchaser to perform any other obligation under this Agreement within thirty (30) days of receipt of notice from Seller; (iii) a default by Purchaser or any affiliate of Purchaser under any other obligation to or agreement with Seller, 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 (iv) the commencement of any insolvency, bankruptcy or similar proceedings by or against the Purchaser (including any assignment by Purchaser for the benefit of creditors). Upon the occurrence of any event of default, at Seller's election: (a) the entire amount of any indebtedness and obligation due Seller under this Agreement and interest thereon shall become immediately due and payable without notice, demand, or period of grace; (b) Seller may suspend the performance of any of Seller's obligations hereunder, including, but not limited to, obligations relating to delivery, installation and warranty services; (c) Purchaser shall put Seller in possession of the Products upon demand; (d) Seller may enter any premises where the Products are located and take

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possession of the Products without notice or demand and without legal proceedings; (e) at the request of Seller, Purchaser shall assemble the Products and make them available to Seller at a place designated by Seller which is reasonable and convenient to all parties; (f) Seller may sell or otherwise dispose of all or any part of the Products and apply the proceeds thereof against any indebtedness or obligation of Purchaser under this Agreement (Purchaser agrees that a period of 10 days from the time notice is sent to Purchaser shall be a reasonable period of notification of sale or other disposition of the Products by or for Seller); (g) if this Agreement or any indebtedness or obligation of Purchaser under this Agreement is referred to an attorney for collection or realization, Purchaser shall pay to Seller all costs of collection and realization (including, without limitation, a reasonable sum for attorneys' fees, expenses of title search, all court costs and other legal expenses) incurred thereby; and (h) Purchaser shall pay any deficiency remaining after collection of or realization by Seller on the Products

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

5. EXPORT TERMS

5.1 Unless other arrangements have been made, payment on export orders shall be made by irrevocable confirmed letter of credit, payable in U.S. dollars against Seller's invoice and standard shipping documents. Such letter of credit shall be in an amount equal to the full purchase price of the Products and shall be established in a U.S. bank acceptable to Seller. Purchaser shall procure all necessary permits and licenses for shipment and compliance with any governmental regulations concerning control of final destination of Products.

5.2 Purchaser shall not, directly or indirectly, violate any U.S. law, regulation or treaty, or any other international treaty or agreement, relating to the export or reexport of any Product or associated technical data, to which the U.S. adheres or with which the U.S. complies. Purchaser shall defend, indemnify and hold Seller harmless from any claim, damage, liability or expense (including but not limited to reasonable attorney's fees) arising out of or in connection with any violation of the preceding sentence. If Purchaser purchases a Product at the domestic price and exports such Product, or transfers such Product to a third party for export, outside of the U.S., Purchaser shall pay to Seller the difference between the domestic price and the international retail price of such Product pursuant to the payment terms set forth herein. Purchaser shall deliver to Seller, upon Seller's request, written assurance regarding compliance with this section in form and content acceptable to Seller.

6. DELIVERY, RISK OF LOSS

6.1 Delivery Date. Delivery and completion schedules are approximate only and are based on conditions at the time of acceptance of Purchaser's order by Seller. Seller shall make every reasonable effort to meet the delivery date(s) quoted or acknowledged, but shall not be liable for any failure to meet such date(s). Partial shipments may be made.

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

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

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

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

7. SECURITY INTEREST/FILING

7.1 From the F.O.B. point, Seller shall have a purchase money security interest in the Products (and all accessories and replacements thereto and all proceeds thereof) until payment in full by Purchaser and satisfaction of all other obligations of Purchaser hereunder. Purchaser hereby (i) authorizes Seller to file (and Purchaser shall promptly execute, if requested by Seller) and (ii) irrevocably appoints Seller its agent and attorney-in-fact to execute in the name of Purchaser and file, with such authorities and at such locations as Seller may deem appropriate, any Uniform Commercial Code financing statements with respect to the Products and/or this Agreement. Purchaser also agrees that an original or a photocopy of this Agreement (including any addenda, attachments and amendments hereto) may be filed by Seller as a Uniform Commercial Code financing statement. Purchaser further represents and covenants that (a) it will keep the Products in good order and repair until the purchase price has been paid in full, (b) it will promptly pay all taxes and assessments upon the Products or the use thereof, (c) it will not attempt to transfer any interest in the Products until the purchase price has been paid in full, and (d) it is solvent and financially capable of paying the full purchase price for the Products.

8. CHANGES, CANCELLATION, AND RETURN

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

8.2 Orders accepted by Seller are noncancellable by Purchaser except upon Seller's written consent and payment by Purchaser of a cancellation charge equal to 10% of the price of the affected Products, plus any shipping, insurance, inspection and refurbishment charges; the cost of providing any training, education, site evaluation or other services; and any return, cancellation or restocking fees with respect to any Third Party Products ordered by Seller on behalf of Purchaser.

Seller may retain any payments received from Purchaser up to the amount of the cancellation charge. In no event can an order be cancelled by Purchaser or Products be returned to Seller after shipment has been made.

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

9. FORCE MAJEURE

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

10. WARRANTY

10.1 Seller warrants that the Products manufactured by Seller and sold hereunder shall be free from defects in material or workmanship under normal use and service for the warranty period. Seller's obligation under this warranty is limited, at Seller's option, to the repair or replacement of the Product or any part thereof. Unless otherwise set forth in the Product Warranty attached hereto and incorporated herein by reference, the warranty period shall commence upon the earlier of the date that the Products have been installed in accordance with 12.6 hereof, which date shall be confirmed in writing by Seller, or first patient use, and shall continue for 12 consecutive months. Seller makes no warranty for any Products made by persons other than Seller or its affiliates, and Purchaser's sole warranty therefor, if any, is the original manufacturer's warranty, which Seller agrees to pass on to Purchaser, as applicable. The warranty provided by Seller under this Section 10 extends only to the original Purchaser, unless the Purchaser obtains the Seller's prior written consent with respect to any sale or other transfer of the Equipment during the term of the warranty.

10.2 No warranty extended by Seller shall apply to any Products which have been damaged by accident, misuse, abuse, negligence, improper application or alteration or by a force majeure occurrence as described in Section 9 hereof or by the Purchaser's failure to operate the Products in accordance with the manufacturer's instructions or to maintain the recommended operating environment and line conditions; which are defective due to unauthorized attempts to repair, relocate, maintain, service, add to or modify the Products by the Purchaser or any third party or due to the attachment and/or use of non-Seller supplied equipment without Seller's prior written approval; which failed due to causes from within non-Seller supplied equipment; which have been damaged from the use of operating supplies or consumable parts not approved by Seller.

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In addition, no warranty extended by Seller shall apply to any transducer failure due to events such as cracking from high impact drops, cable rupture from rolling equipment over the cable, or delamination from cleaning with inappropriate solutions. Seller's obligation under this warranty is limited to the repair or replacement, at Seller's option, of defective parts. Seller may effectuate such repair at Purchaser's facility, and Purchaser shall furnish Seller safe and sufficient access for such repair. Repair or replacement may be with parts or products that are new, used or refurbished. Repairs or replacements shall not interrupt, extend or prolong the term of the warranty. Purchaser shall, upon Seller's request, return the noncomplying Product or part to Seller with all transportation charges prepaid, but shall not return any Product or part to Seller without Seller's prior written authorization. Purchaser shall pay Seller its normal charges for service and parts for any inspection, repair or replacement that is not, in Seller's sole judgment, required by noncompliance with the warranty set forth in Section 10.1. Seller's warranty does not apply to consumable materials, disposables, supplies, accessories and collateral equipment, except as specifically stated in writing or as otherwise set forth in the Product Warranty attached hereto and incorporated herein by reference, nor to products or parts thereof supplied by Purchaser.

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

10.4 Purchaser shall provide Seller with full and free access to the Products, network cabling and communication equipment as is reasonably necessary for Seller to provide warranty service. This access includes establishing and maintaining connectivity to the Products via VPN IPsec Tunneling (non-client) Peer-to-Peer connection, modem line, internet connection, broadband internet connection or other secure remote access reasonably required by Seller, in order for Seller to provide warranty service, including remote diagnostics, monitoring and repair services.

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

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

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

11. LIMITATION OF LIABILITY

11.1 In no event shall Seller's liability hereunder exceed the actual loss or damage sustained by Purchaser, up to the purchase price of the Products.

11.2 SELLER SHALL NOT BE LIABLE FOR ANY LOSS OF USE, REVENUE OR ANTICIPATED PROFITS, COST OF SUBSTITUTE PRODUCTS OR SERVICES, LOSS OF STORED, TRANSMITTED OR RECORDED DATA, OR FOR ANY INCIDENTAL, UNFORESEEN, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SALE OR USE OF THE PRODUCTS. This provision does not affect third party claims for personal injury arising as a result of Seller's negligence or product defect. **THE FOREGOING IS A SEPARATE, ESSENTIAL TERM OF THIS AGREEMENT AND SHALL BE EFFECTIVE UPON THE FAILURE OF ANY REMEDY, EXCLUSIVE OR NOT.**

12. INSTALLATION - ADDITIONAL CHARGES

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

12.2 Installation by Seller. If Seller specifies it will install the Products, the following applies: subject to fulfillment of the obligations set forth in 12.4 below, Seller shall install the Products covered hereby and connect same to the requisite safety switches and power lines to be installed by Purchaser. Except as otherwise specified below, if such installation and connection are performed by Seller technical personnel, prices shown include the cost thereof, provided that the installation and connection can be performed within the Continental United States or Puerto Rico and during normal business hours. Any overtime charges or other special expenses shall be additional charges to the prices shown.

12.3 Trade Unions. In the event that a trade union, or unions, or other local labor conditions prevent Seller from performing the above work with its own employees or contractors, then Purchaser shall either make all required arrangements with the trade union, or unions, to permit Seller completion of said work or shall provide the personnel, at Purchaser's sole cost and expense. Moreover, any additional cost incurred by Seller and related to such labor disputes shall be paid by the Purchaser and Seller's obligations under such circumstances will be limited to providing engineering supervision of installation and connection of Seller equipment to existing wiring.

12.4 Purchaser's Obligations. Purchaser shall, at its expense, provide all proper and necessary labor and materials for plumbing service, carpentry work, conduit wiring, and other preparations required for such installation and connection. All such labor and materials shall be completed and available at the time of delivery of the Products by Seller. Additionally, the Purchaser shall provide free access to the premises of installation and, if necessary, safe and secure space thereon for storage of Products and equipment

prior to installation by Seller. Purchaser shall be responsible, at its sole cost and expense, for obtaining all permits, licenses and approvals required by any federal, state or local authorities in connection with the installation and operation of the Products, including but not limited to any certificate of need and zoning variances. Purchaser shall provide a suitable environment for the Products and shall ensure, at its sole cost and expense, that its premises are free of asbestos, hazardous conditions and any concealed, unknown or dangerous conditions and that all site requirements are met. Seller shall delay its work until Purchaser has completed the removal of the asbestos or other hazardous materials or has taken any other precautions and completed any other work required by applicable regulations. Purchaser shall reimburse Seller for any increased costs and expenses incurred by Seller that are the result of or are caused by any such delay. In the event that Seller is requested to supervise the installation of the Products, it remains the Purchaser's responsibility to comply with local regulations. Seller is not an architect and all drawings furnished by Seller are not construction drawings.

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

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

13. PATENT, TRADEMARK AND OTHER INFRINGEMENT CLAIMS

13.1 Infringement by Seller. Seller warrants that the Products manufactured by Seller and sold hereunder do not infringe any U.S. patent or copyright. If Purchaser receives a claim that any such Product, or parts thereof, infringe upon the rights of others under any U.S. patent or copyright, Purchaser shall notify Seller immediately in writing. As to all infringement claims relating to Products or parts manufactured by Seller or one of its affiliates: (a) Purchaser shall give Seller information, assistance and exclusive authority to evaluate, defend and settle such claims.

(b) Seller shall then, at its own expense, defend or settle such claims, procure for the Purchaser the right to use the Products, or remove or modify them to avoid infringement. If none of these alternatives is available on terms reasonable to Seller, then Purchaser shall return the Products to Seller and Seller shall refund to Purchaser the purchase price paid by the Purchaser less reasonable depreciation for Purchaser's use of the Products. The foregoing states Seller's entire obligation and liability, and the Purchaser's sole remedy, for claims of infringement.

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

Siemens Medical Solutions USA, Inc.

51 Valley Stream Parkway, Malvern PA 19355

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and should a claim be made that such Products infringe the rights of any third party under patent, trademark or otherwise, then Purchaser shall indemnify and hold Seller harmless against any liability or expense, including reasonable attorneys' fees, incurred by Seller in connection therewith

14. DESIGNS AND TRADE SECRETS; LICENSE; CONFIDENTIALITY

14.1 Any drawings, data, designs, software programs or other technical information supplied by Seller to Purchaser in connection with the sale of the Products are not included in the sale of the Products to Purchaser, shall remain Seller's property and shall at all times be held in confidence by Purchaser. Such information shall not be reproduced or disclosed to others without Seller's prior written consent.

14.2 For all goods purchased hereunder which utilize software for their operation, such "Applications Software" shall be licensed to Purchaser under the terms of Seller's Software License Schedule as attached hereto.

14.3 Diagnostic/Maintenance Software is not included under 14.2 above, is available only as a special option under a separate Diagnostic Materials License Agreement and may be subject to a separate licensing fee.

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

15. ENGINEERING CHANGES

15.1 Seller makes no representation that engineering changes which may be announced in the future will be suitable for use on, or in connection with, the Products.

16. ASSIGNMENT

16.1 Neither party may assign any rights or obligations under this Agreement without the written consent of the other and any attempt to do so shall be void, except that Seller may assign this Agreement without consent to any subsidiary or affiliated company, and may delegate to authorized subcontractors or service suppliers any work to be performed under this Agreement so long as Seller remains liable for the performance of its obligations under this Agreement. This Agreement shall inure to and be binding upon the parties and their respective successors, permitted assigns and legal representatives. Seller shall have no obligations under this Agreement to any assignee of Purchaser that is not approved by Seller in advance

17. DAMAGES, COSTS AND FEES

17.1 In the event that any dispute or difference is brought arising from or relating to this Agreement or the breach, termination or validity thereof, the prevailing party shall NOT be entitled to recover from the other party any punitive damages. The prevailing party shall be entitled to recover from the other party all reasonable attorneys' fees incurred, together with such other expenses, costs and disbursements as may be allowed by law.

18. MODIFICATION

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

19. GOVERNING LAW; WAIVER OF JURY TRIAL

19.1 This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

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

20. COST REPORTING

20.1 Customer agrees that it will fully and accurately account for and report in all cost reports and otherwise fully and accurately disclose to federal and state health care program payors and fully and accurately reflect where and as appropriate to the applicable reimbursement methodology, all services and other items, including any and all discounts, received from Seller under this Agreement, in compliance with all applicable laws, rules and regulations, including but not limited to the Social Security Act and implementing regulations relating to Medicare, Medicaid and other federal and state health care reimbursement programs.

21. INTEGRATION

21.1 These terms and conditions, including any attachments or other documents incorporated by reference herein, constitute the entire agreement and the complete and exclusive statement of agreement with respect to the subject matter hereof, and supersede any and all prior agreements, understandings and communications between the parties with respect to the Products.

22. SEVERABILITY; HEADINGS

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

23. WAIVER

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

24. NOTICES

24.1 Any notice or other communication under this Agreement shall be deemed properly given if given in writing and delivered in person or mailed, properly addressed and stamped with the required postage, to the intended recipient at its address specified on the face hereof. Either party may from time to time change such address by giving the other party notice of such change in accordance with this section.

25. RIGHTS CUMULATIVE

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

26. END USER CERTIFICATION

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

Siemens Medical Solutions USA, Inc.

51 Valley Stream Parkway, Malvern PA 19355

Software License Schedule To The Siemens Medical Solutions USA, Inc. Terms and Conditions of Sale

1. DEFINITIONS: The following definitions apply to this Schedule:
"Agreement" shall mean the attached (i) Quotation for Products and/or Services including the Terms and Conditions of Sale and applicable schedules; and/or (ii) Software License Agreement describing the software licensed herein and the specific system for which the license is issued.

"Licensor" shall mean Siemens Medical Solutions USA, Inc.
"Licensee" shall mean the end-user to whom Licensor provides Software or Documentation for its internal use under the Agreement.
"Software" shall mean the software described in the attached Agreement, including the following as contained therein: (i) software programs consisting of a series of statements or instructions to be used directly or indirectly in a programmable controller or computer to bring about a certain result and (ii) databases consisting of systemized collections of data to be used or referenced directly or indirectly by a programmed controller or computer. Notwithstanding the foregoing, "Software" does not include "firmware" as such term is conventionally understood. Diagnostic/Maintenance Software also is not included within the scope of the Software licensed under this Schedule, and is available only as a special option under a separate Diagnostic Materials License Agreement and may be subject to a separate licensing fee.
"Documentation" shall mean the documents and other supporting materials which are intended to support the use of an associated product, including (but not limited to) instructions, descriptions, flow charts, logic diagrams and listings of the Software, in text or graphic form, on machine readable or printed media.

"Designated Unit" shall mean a single control unit or computer identified on the first page of the Agreement, on which Software licensed hereunder may be used by Licensee.

2. SCOPE: The following terms and conditions shall apply to all Software and Documentation provided by Licensor to Licensee under the Agreement (whether included with other products listed in the Agreement or listed separately in the Agreement), together with any updates or revisions thereto which Licensor may provide to Licensee, and all copies thereof, except any Software and/or Documentation licensed directly by Licensor's supplier under a separate end-user license agreement accompanying the Software or the Documentation, in which case Licensee agrees to be bound by that license agreement as a condition to using the Software and/or Documentation. Except as expressly provided herein, and provided that in no event shall the warranties or other obligations of Licensor with respect to such Software or Documentation exceed those set forth in this Schedule, this Schedule shall be subject to the liability limitations and exclusions and other terms and conditions set forth in the Agreement. **ANY USE OF THE SOFTWARE, INCLUDING BUT NOT LIMITED TO, WILL CONSTITUTE LICENSEE'S AGREEMENT TO THIS SOFTWARE LICENSE SCHEDULE (OR RATIFICATION OF ANY PREVIOUS CONSENT).**

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

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Siemens Medical Solutions USA, Inc.

51 Valley Stream Parkway, Malvern PA 19355

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Revised 03-15-05

Siemens Medical Solutions USA, Inc.

51 Valley Stream Parkway, Malvern PA 19355

MR Warranty Information

<u>Product</u>	<u>Period of Warranty¹</u>	<u>Coverage</u>
MR System (not including consumables)	12 month	Full Warranty (parts & labor)

Post Warranty (after expiration of system warranty) – Replacement parts only!

Magnet	12 month	Parts only
Spare Parts	6 month	Parts only
Consumables	Not Covered	

Note: Optional extended warranty coverage can be obtained by purchase of a service agreement.

Magnet extends to 60 month only if there is a Five Year Cryogen Supply Contract plus a Five Year Magnet Maintenance Agreement attached to the Service Agreement.

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

Siemens Medical Solutions USA, Inc.

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ADVANCED RADIOLOGY

56 Quarry Rd.
Trumbull, CT 06611

LOCAL SALES OFFICE: Boston

Siemens Medical Solutions USA, Inc.
200 Wheeler Rd, 3rd Floor
Burlington, MA 01803
Phone: (781) 203-6000 Fax: (781) 203-6025

PROPOSAL REFERENCE
Proposal: 5Y8-GHO Date: 6/6/2007
Siemens' REPRESENTATIVE
Elizabeth Dermody

ALL INQUIRIES SHOULD BE
DIRECTED TO THE LOCAL SALES
OFFICE AND SHOULD SPECIFY THE
QUOTE # AND REVISION #

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

MAGNETOM Espree

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

DELIVERY SUBJECT TO AVAILABILITY
FREIGHT CHARGES AND TAXES, IF ANY, ARE PAYABLE UPON RECEIPT OF INVOICE.
WARRANTY: See specific product line attachment definitions.
THIS QUOTATION IS IN US DOLLARS AND IS VALID FOR 45 DAYS.
TERMS OF PAYMENT: 10% Down, 80% Delivery, 10% Installation

Siemens Medical Solutions USA, Inc.

CUSTOMER'S ACCEPTANCE:

SUBMITTED BY: _____ (signature)
NAME: Elizabeth Dermody
TITLE: Siemens' REPRESENTATIVE
DATE: 6/6/2007

BY: _____ (signature)
NAME: _____
TITLE: _____
DATE: _____

Siemens Medical Solutions USA, Inc.

51 Valley Stream Parkway, Malvern PA 19355

ADVANCED RADIOLOGY

56 Quarry Rd.
Trumbull, CT 06611

PROPOSAL REFERENCE

Proposal: 5Y8-GHO Date: 6/6/2007

<u>Quote #</u>	<u>Quote Name</u>	<u>Revision</u>	<u>Terms of Payment</u>
1-96JHVN	MAGNETOM Espree	1	10% Down, 80% Delivery, 10% Installation

FOB: Destination

RELEVANT Items for Quote #1-96JHVN Revision 1 (Included in Contract Total)

Qty	Part #	Description	Extended Net Price
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MAGNETOM Espree

1 07584514 MAGNETOM Espree - System

The Siemens 1.5T MAGNETOM Espree, a Tim system, is the first Open Bore MR scanner. It uniquely supports revolutionary patient care through: Revolutionary, CT-like bore design 70 cm patient diameter, 125 cm long system (cover to cover) for head out of the magnet in 60% of the anatomy scanned. Tim (Total imaging matrix) technology, the tremendous innovative RF system and matrix coil technology, which provides up to 100% more SNR, streamlines positioning and opens the door to whole body imaging. syngo®, the Siemens unique multi modality software providing innovative applications and workflow automation features. system including magnet, electronics and control room can be installed in 30 sqm (325 sq. ft). basic system includes: Unique ultra-short 120 cm long, whole-body superconductive 1.5T magnet with Zero Helium Boil-Off technology Siemens exclusive Actively Shielded water-cooled gradient system Digital RF Transmit and Receive System RF Coils High performance new host computer and image processors syngo® MR software including Inline Technology, 1D/2D PACE, iPAT and Phoenix Tim Application Suite including nine dedicated Suites: Neuro Suite, Angio Suite, Cardiac Suite, Body Suite, Onco Suite, Breast Suite, Ortho Suite, Pediatric Suite and Scientific Suite. system cooling either the predefined chiller option or the Separator is required.

Siemens Medical Solutions USA, Inc.

51 Valley Stream Parkway, Malvern PA 19355

ADVANCED RADIOLOGY

56 Quarry Rd.
Trumbull, CT 06611

PROPOSAL REFERENCE

Proposal: 5Y8-GHO Date: 6/6/2007

RELEVANT Items for Quote #1-96JHVN Revision 1 (Included in Contract Total)

Qty	Part #	Description	Extended Net Price
1	14405343	I-class #Tim I-class is the new generation of Tim-based MRI scanners, which enables innovative applications and workflow efficiency.I-class package comprises:3D Distortion Correction,MPPS, ImageFilter SWPhoenixZIPDICOM Study Split	
1	14401432	Tim [32x8] Z-engine #Es Tim [32x8] Z-engine performance level[32x8] is Total imaging matrix with 32 seamlessly integrated coil elements, combinable to 8 RF channels. It is the leading technology for clinical routine. Tim [32x8] has flexibility in Parallel Imaging. PAT factors up to 4 (one direction) or 9 (in two directions, with optional iPAT Extensions) help speed acquisitions. Maximum SNR is ensured through the new matrix coil technology.engine Gradient SystemZ-engine is designed combining high performance while minimizing acoustic noise.	
1	14401433	Label Tim [32x8] #Es Label on the front cover displaying the Tim level of the system.	
1	08464872	PC Keyboard US english #Av,Es,TATS Standard PC keyboard with 101 keys.	
1	14401434	Cover Satin White #Es The color of the main face plate cover with integrated control panel and table display is Translucent Teal. The table elevator cover and adjoining upper left cover are presented in an optically appealing Satin White design.	

Siemens Medical Solutions USA, Inc.

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ADVANCED RADIOLOGY

56 Quarry Rd.
Trumbull, CT 06611

PROPOSAL REFERENCE

Proposal: 5Y8-GHO Date: 6/6/2007

RELEVANT Items for Quote #1-96JHVN Revision 1 (Included in Contract Total)

Qty	Part #	Description	Extended Net Price
1	14401451	Standard Patient Matrix Table #Es The patient table is mounted directly to the magnet assembly. table can support up to 200 kg (440 lbs) patients with unrestricted vertical and horizontal movement.	
1	08464989	PMU Wireless Physio Control #Av,Es Physiological Measurement Unit (PMU) - Wireless Physio Control for wireless triggering, synchronizes the measurement with the physiological cycles of cardiac and/or respiratory motion. Wireless technology for all sensors allows fast and easy patient set-up and comfort, and robust cardiac or respiratory signal transmission as it eliminates the need to attach cables to the patient. Wireless Physio Control contains wireless VCG, respiration and pulse sensors and a charging station as all sensors are powered by rechargeable batteries.	
1	07820058	iPAT Extensions #Tim iPAT Extensions (integrated Parallel Acquisition Techniques): allows iPAT in 2 directions simultaneously (phase encoding direction and 3D direction for 3D sequences). By applying PAT in 2 directions simultaneously, the effective PAT factor can be maximized, and PAT applications are extended.	
1	14405224	Composing syngo #Tim This application provides dedicated evaluation software for creating full-format images from overlapping MR volume data sets and MIPs (starting from syngo MR B13) acquired at multiple stages.	
1	07820074	Inline Diffusion #Tim Automatic real-time calculation of trace-weighted images and ADC maps with Inline technology to single-shot diffusion-weighted EPI.	

ACCEPTANCE ON FIRST PAGE INCLUDES ALL FOLLOWING PAGES AS SPECIFIED ABOVE.

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Qty	Part #	Description	Extended Net Price
1	07820082	Inline Perfusion #Tim Automatic real-time calculation of Global Bolus Plot (GBP), Percentage of Baseline at Peak map (PBP), and Time-to-Peak map (TTP) with Inline technology.	
1	14402527	SWI #Tim Susceptibility Weighted Imaging is a high-resolution 3D imaging technique for the brain with ultra-high sensitivity for microscopic magnetic field inhomogeneities caused by deoxygenated blood, products of blood decomposition and microscopic iron deposits. Among other things, the method allows for the highly sensitive proof of cerebral hemorrhages and the high-resolution display of venous cerebral blood vessels.	
1	08464765	CISS & DESS #Tim Advanced 3D imaging sequences and protocols which are unique to Siemens:3D DESS and3D CISS	
1	08464815	Body Matrix Coil #Tim The new multi-element Matrix coil technology is an essential part supplementing the most innovative Total imaging matrix. Matrix coils have multiple receive coil elements that can be clustered in groups. Each receive coil element is equipped with a low noise preamplifier to maximize signal-to-noise ratio.Body Matrix Coil features:6-element design with 6 integrated preamplifiers, with 2 clusters of 3 elements eachOperated depending on the Matrix Coil Mode as a 2-channel coil (CP Mode), 4-channel coil (Dual Mode) or 6-channel coil (Triple Mode)Operates in an integrated fashion with the Spine Matrix coil (2 rings of 6 elements each = 12-element design)Can be combined with further Body Matrix coils for larger coverageNo coil tuningiPAT-compatible:Thorax (incl. heart)AbdomenPelvisHipbe combined with:Head Matrix coilNeck Matrix coilSpine Matrix coilAdditional Body Matrix coils (typically 2-3 in total) for additional anatomical coveragePA Matrix coil (Peripheral Angio Matrix; optional)All flexible coils (e.g. CP Flex coil, small, CP Flex coil, large)CP Head Array coilEndorectal coils	

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RELEVANT Items for Quote #1-96JHVN Revision 1 (Included in Contract Total)

Qty	Part #	Description	Extended Net Price
1	08464823	PA Matrix Coil #Tim	
		The new multi-element Matrix coil technology is an essential part supplementing the most innovative Total imaging matrix. Matrix coils have multiple receive coil elements that can be clustered in groups. Each receive coil element is equipped with a low noise preamplifier to maximize signal-to-noise ratio. PA Matrix Coil features:16-element design with 16 integrated preamplifiers, in 8 CP pairs, i. e. 4 levels with 2 CP elements eachOperates in an integrated fashion with the Body Matrix Coils and Spine Matrix Coil and for Whole-Body examinations also with the Head and Neck Matrix Coil (for Whole-Body examinations the optional Tim Whole Body Suite is required)Can be utilized Head and Feet FirstBoth legs are independently covered with coil elements, maximizing the coil filling factor and the signal-to-noise ratioNo coil tuningIncludes special non-ferromagnetic coil cart for safe, user-friendly storageiPAT-compatible:High-resolution angiography of both legs incl. pelvis with highest signal-to-noise ratioVisualization of the iliac arteries and aortabe combined with:Head Matrix CoilNeck Matrix CoilSpine Matrix CoilBody Matrix Coils (up to 3)All flexible coils (e.g. CP Flex coil, small, CP Flex coil, large)	
1	14405255	Breast Matrix-Spule #Tim	
		Multi-element matrix coils are an important component of Tim technology (Total imaging matrix). Matrix coils include several receiver coil elements that can be flexibly switched in groups. Each individual receiver coil element is equipped with its own low-noise preamplifier in order to maximize the signal-to-noise ratio.features of the breast matrix coil:4-element design with 4 integrated preamplifiers. Operation, depending on matrix coil mode, as 2-channel coil (CP mode), 4-channel coil (dual mode):.MR breast examinationswith:Body Matrix coilFlex coils	
1	05671560	Loop Flex Coil, large #S,Av,Es	

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RELEVANT Items for Quote #1-96JHVN Revision 1 (Included in Contract Total)

Qty	Part #	Description	Extended Net Price
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1	14405244	Shoulder Array Coil #Es	
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This iPAT compatible coil for examinations of the left or right shoulder consists of a base plate and two receive array coil attachments available in different sizes, these will be attached and can be relocated on the basis plate.

1	08464948	CP Extremity Coil #Tim	
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Circularly Polarized no-tune transmit/receive coil for joint examinations in the region of the lower extremities.

MR Console Tables and Containers

1	07275907	Table syngo 1,2m	
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1	07090207	Office Container syngo, 45cm	
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1	14401443	Cable Set syngo 11/9 #Es	
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Cable length inside the cabin 11 m, cable length outside the cabin 9 m.Ethernet Twisted Pair Adapter and 10 m cable.

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RELEVANT Items for Quote #1-96JHVN Revision 1 (Included in Contract Total)

Qty	Part #	Description	Extended Net Price
1	14401476	Venting Kit Airfreight #Av,Es Overpressure valve as a transport safety device for cold delivery of the magnet by air (designed for air pressure conditions below atmospheric during transport by plane).	
1	05672105	Helium Fill 30/70 #S,Av,Es,TATS	
1	08465481	Chiller, 60 Hz #Av,Es The KKT KCC 215 is a dedicated MAGNETOM Avanto and Espree 20°C chiller.chiller has to be used in combination with the IFP (Interface Panel). This applies if no chilled water supply is available at all on-site.IFP is included in delivery.	
1	08857828	UPS Cable #Tim Power cable for the UPS-system UPS Powerware PW 9125-3000i (8857810) at the ACC of the MAGNETOM Avanto and Espree for backing up the computer.cable length 9 m.	

MAGNETOM Espree - Local

1	MR_STD_RIG_INST	MR Standard Rigging and Installation
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Qty	Part #	Description	Extended Net Price
1	4MR5142869	Armrest #MR	
1	MR_APPLS_5_3	MR Application Training	
1	CHILINST_AVT	Chiller Start-up and Warranty for TIM	
1	MR_SYNGO	Basic syngo training (2 tech)	
1	MR_ADV_SYNGO	Advanced syngo training course	
1	MR_BASICS1	MR Imaging Basics:Concepts & Application	
2	MR_TRAVEL_PKG1	Travel pckg.f.1attend.to a SMS train.Ctr	

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RELEVANT Items for Quote #1-96JHVN Revision 1 (Included in Contract Total)

Qty	Part #	Description	Extended Net Price
1	MR_USER_SEM	Annual technologist users seminar	
1	MR_TRAVEL_PKG1	Travel pckg.f.1attend.to a SMS train.Ctr	

Quote #1-96JHVN Extended Total: \$1,716,114

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OPTIONAL Items for Quote #1-96JHVN Revision 1 (Not Included in Contract Total)

Qty	Part #	Description	Extended Net Price
1	08464815	Body Matrix Coil #Tim	\$25,200
		The new multi-element Matrix coil technology is an essential part supplementing the most innovative Total imaging matrix. Matrix coils have multiple receive coil elements that can be clustered in groups. Each receive coil element is equipped with a low noise preamplifier to maximize signal-to-noise ratio. Body Matrix Coil features: 6-element design with 6 integrated preamplifiers, with 2 clusters of 3 elements each. Operated depending on the Matrix Coil Mode as a 2-channel coil (CP Mode), 4-channel coil (Dual Mode) or 6-channel coil (Triple Mode). Operates in an integrated fashion with the Spine Matrix coil (2 rings of 6 elements each = 12-element design). Can be combined with further Body Matrix coils for larger coverage. No coil tuning. iPAT-compatible. Thorax (incl. heart) Abdomen Pelvis Hip be combined with: Head Matrix coil Neck Matrix coil Spine Matrix coil Additional Body Matrix coils (typically 2-3 in total) for additional anatomical coverage. PA Matrix coil (Peripheral Angio Matrix; optional) All flexible coils (e.g. CP Flex coil, small, CP Flex coil, large) CP Head Array coil Endorectal coils	
1	14402595	syngo Expert-i	\$8,640
		This software application enables support by "remote staff" (connected via network only) for planning and processing.	
1	14401436	PMU Display Satin White #Es	\$10,800
		LCD monitor arm-mounted on the magnet cover for display of physiologic (ECG, pulse, respiration) signals in the examination room. for optimal visualization while positioning physiological monitoring devices (e.g. ECG electrodes). front cover with outlet for the LCD display in Satin White cover design.	
1	14402526	BLADE #Tim	\$36,000
		Motion insensitive multi-shot Turbo Spin Echo (TSE) sequence with inter-shot motion correction for in-plane motion in all body regions.	

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Extended Contract Total: \$1,716,114

(Items marked 'optional' not included in total)

FINANCING:

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

ACCESSORIES:

Don't forget to ask us about our line of OEM imaging accessories to complete your modality purchase. All accessories can be purchased or financed as part of this order. To purchase accessories directly or to receive our accessory catalogs, please call us directly at 1-888-222-9944 ext. 7 or contact your local sales representative.

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Terms and Conditions of Sale

1. GENERAL

1.1 Contract Terms. These terms and conditions constitute an integral part of any contract between the Seller identified on the first page hereof to sell products ("Products") and Purchaser and shall govern the sale of the Products. Seller shall not be bound by, and specifically objects to, any terms, conditions or other provisions which are different from or in addition to the provisions of this Agreement (whether or not it would materially alter this Agreement) which is proffered by Purchaser in any purchase order, receipt, acceptance, confirmation, correspondence or otherwise (even if provided to Seller concurrently with this Agreement), unless Seller specifically agrees to any such provision in a writing signed by Seller. Neither Seller's lack of objection to any such terms, nor delivery of the Products or provision of any services hereunder, shall constitute the agreement of Seller to any such terms. Products may contain used, reworked or refurbished parts and components that comply with performance and reliability specifications and controls. Purchaser acknowledges that this is a commercial and not a consumer transaction.

1.2 Acceptance. An order shall be binding on Seller only after a credit approval and an order confirmation have been issued by Seller, and shall be subject to Seller's on-going credit review and approval. Acceptance is expressly made conditional on Purchaser's acceptance of these terms and conditions. Purchaser shall be deemed to have assented to, and waived any objection to, this Agreement upon the earliest to occur of any of the following: Purchaser's completion or execution of this Agreement; Purchaser's acceptance of all or any part of the Products subject to this Agreement; Purchaser's issuance of a purchase order for any Products identified on Seller's quotation or proposal; or delivery of the Products to the common carrier for shipment pursuant hereto.

1.3 Refurbished/Used Products. For Products identified on the Agreement as used or refurbished Products, these Products have been previously owned and used. When delivered to Purchaser, the Products may have received mechanical, electrical and/or cosmetic reconditioning, as needed, and will comply with the manufacturer's specifications. Since pre-owned Products may be offered simultaneously to several customers, the sale of such Products to Purchaser cannot be guaranteed and is subject to continuing availability at the time Purchaser accepts Seller's offer to sell the Products. If the Products are no longer available, Seller will use its best efforts to identify other products in its inventory that may be suitable for purchase by Purchaser, and if substitute products are not acceptable to Purchaser, then Seller will cancel the order and refund to Purchaser any deposits previously paid. The warranty period for any used or refurbished Products will be separately stated on the Quotation.

1.4 Third Party Products. If this Agreement includes the sale of third party products not manufactured by Seller and not required for the operation and use of the Products, then Purchaser agrees and acknowledges that (a) Purchaser has made the selection of these products on its own, (b) the products are being acquired by Seller solely at the request of and for the benefit of Purchaser, in order to eliminate the need for

Purchaser to issue a separate purchase order to the manufacturer of the products, (c) no representation, warranty or guarantee has been made by Seller with respect to the products, (d) the obligation of Purchaser to pay Seller for the products is absolute and unconditional, (f) Purchaser will assert no claim whatsoever against the Seller with respect to the products, and will look solely to the manufacturer regarding any such claims, and (g) Purchaser will indemnify and hold Seller harmless from and against any and all claims, regardless of the form of action, related to, resulting from or caused by the products or any work or service provided by the manufacturer of the products or any other party.

2. PRICES

2.1 Quotations. Unless otherwise agreed to in writing or set forth in the quotation, all prices quoted by Seller are based on U.S. dollars, and include standard and customary packaging. F.O.B. terms are set forth in Section 6.2 hereof. Domestic prices apply only to purchasers located in, and who will use the Products in, the U.S. International prices apply to all purchasers located outside of, or who will use or ship or facilitate shipment of the Products outside of, the U.S. Unless otherwise stated, the quotation shall only be valid for forty-five (45) days from the date of the quotation.

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

2.3 Escalation. Unless otherwise agreed to in writing, except as to goods to be delivered within six (6) months of Seller's acceptance of Purchaser's order, Seller reserves the right to increase its prices to those in effect at the time of shipment.

3. TAXES

3.1 Any sales, use or manufacturer's tax which may be imposed upon the sale or use of Products, or any property tax levied after readiness to ship, or any excise tax, license or similar fee required under this transaction, shall be in addition to the quoted prices and shall be paid by Purchaser. Notwithstanding the foregoing, Seller agrees to honor any valid exemption certificate provided by Purchaser.

4. TERMS OF PAYMENT; DEFAULT

4.1 Due Date. Unless otherwise set forth in the quotation, Seller's payment terms are as follows: an initial deposit of 10% of the purchase price for each Product is due upon submission of the purchase order, an additional 80% of the purchase price is due upon delivery of each Product, and the final 10% of the purchase price is due upon completion of installation or when the Products are available for first patient use, whichever occurs first. Unless otherwise agreed, all payments other than the initial deposit are due net thirty (30) days from the date of invoice. Seller shall have no obligation to complete installation until the payment due upon delivery of the Product is received. All amounts payable pursuant to this Agreement are denominated in United States dollars, and Purchaser shall pay all such amount in lawful money of the United States. Partial shipments shall be billed as made, and payments for such shipments will be made in accordance with the foregoing payment terms.

4.2 Late Payment. A service charge of 1½% per month, not to exceed the maximum rate allowed by law, shall be made on any portion of Purchaser's outstanding balance which is not paid within thirty (30) days after invoice date, which charge shall be determined and compounded on a daily basis from the due date until the date paid. Payment of such service charge shall not excuse or cure Purchaser's breach or default for late payment. In addition, in the event that Purchaser fails to make any payment to Seller within this thirty (30) day period, including but not limited to any payment under any service contract, promissory note or other agreement with Seller, then Seller shall have no obligation to continue performance under any agreement with Purchaser.

4.3 Payment of Lesser Amount. If Purchaser pays, or Seller otherwise receives, a lesser amount than the full amount provided for under this Agreement, such payment or receipt shall not constitute or be construed other than as on account of the earliest amount due Seller. Seller may accept any check or payment in any amount without prejudice to Seller's right to recover the balance of the amount due or to pursue any other right or remedy. No endorsement or statement on any check or payment or in any letter accompanying a check or payment or elsewhere shall constitute or be construed as an accord or satisfaction.

4.4 Where Payment Due Upon Installation or Completion. Should any terms of payment provide for either full or partial payment upon installation or completion of installation or thereafter, and the installation or completion is delayed for any reason for which Seller is not responsible, then the Products shall be deemed installed upon delivery and, if no other terms were agreed upon in writing signed by the parties, the balance of payments shall be due no later than thirty (30) days from delivery regardless of the actual installation date.

4.5 Default. Each of the following shall constitute an event of default under this Agreement: (i) a failure by Purchaser to make any payment due Seller within ten (10) days of receipt of notice of non-payment from Seller; (ii) a failure by Purchaser to perform any other obligation under this Agreement within thirty (30) days of receipt of notice from Seller; (iii) a default by Purchaser or any affiliate of Purchaser under any other obligation to or agreement with Seller, 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 (iv) the commencement of any insolvency, bankruptcy or similar proceedings by or against the Purchaser (including any assignment by Purchaser for the benefit of creditors). Upon the occurrence of any event of default, at Seller's election: (a) the entire amount of any indebtedness and obligation due Seller under this Agreement and interest thereon shall become immediately due and payable without notice, demand, or period of grace; (b) Seller may suspend the performance of any of Seller's obligations hereunder, including, but not limited to, obligations relating to delivery, installation and warranty services; (c) Purchaser shall put Seller in possession of the Products upon demand; (d) Seller may enter any premises where the Products are located and take

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possession of the Products without notice or demand and without legal proceedings; (e) at the request of Seller, Purchaser shall assemble the Products and make them available to Seller at a place designated by Seller which is reasonable and convenient to all parties; (f) Seller may sell or otherwise dispose of all or any part of the Products and apply the proceeds thereof against any indebtedness or obligation of Purchaser under this Agreement (Purchaser agrees that a period of 10 days from the time notice is sent to Purchaser shall be a reasonable period of notification of sale or other disposition of the Products by or for Seller); (g) if this Agreement or any indebtedness or obligation of Purchaser under this Agreement is referred to an attorney for collection or realization, Purchaser shall pay to Seller all costs of collection and realization (including, without limitation, a reasonable sum for attorneys' fees, expenses of title search, all court costs and other legal expenses) incurred thereby; and (h) Purchaser shall pay any deficiency remaining after collection of or realization by Seller on the Products

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

5. EXPORT TERMS

5.1 Unless other arrangements have been made, payment on export orders shall be made by irrevocable confirmed letter of credit, payable in U.S. dollars against Seller's invoice and standard shipping documents. Such letter of credit shall be in an amount equal to the full purchase price of the Products and shall be established in a U.S. bank acceptable to Seller. Purchaser shall procure all necessary permits and licenses for shipment and compliance with any governmental regulations concerning control of final destination of Products.

5.2 Purchaser shall not, directly or indirectly, violate any U.S. law, regulation or treaty, or any other international treaty or agreement, relating to the export or reexport of any Product or associated technical data, to which the U.S. adheres or with which the U.S. complies. Purchaser shall defend, indemnify and hold Seller harmless from any claim, damage, liability or expense (including but not limited to reasonable attorney's fees) arising out of or in connection with any violation of the preceding sentence. If Purchaser purchases a Product at the domestic price and exports such Product, or transfers such Product to a third party for export, outside of the U.S., Purchaser shall pay to Seller the difference between the domestic price and the international retail price of such Product pursuant to the payment terms set forth herein. Purchaser shall deliver to Seller, upon Seller's request, written assurance regarding compliance with this section in form and content acceptable to Seller.

6. DELIVERY, RISK OF LOSS

6.1 Delivery Date. Delivery and completion schedules are approximate only and are based on conditions at the time of acceptance of Purchaser's order by Seller. Seller shall make every reasonable effort to meet the delivery date(s) quoted or acknowledged, but shall not be liable for any failure to meet such date(s). Partial shipments may be made.

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

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

7. SECURITY INTEREST/FILING

7.1 From the F.O.B. point, Seller shall have a purchase money security interest in the Products (and all accessories and replacements thereto and all proceeds thereof) until payment in full by Purchaser and satisfaction of all other obligations of Purchaser hereunder. Purchaser hereby (i) authorizes Seller to file (and Purchaser shall promptly execute, if requested by Seller) and (ii) irrevocably appoints Seller its agent and attorney-in-fact to execute in the name of Purchaser and file, with such authorities and at such locations as Seller may deem appropriate, any Uniform Commercial Code financing statements with respect to the Products and/or this Agreement. Purchaser also agrees that an original or a photocopy of this Agreement (including any addenda, attachments and amendments hereto) may be filed by Seller as a Uniform Commercial Code financing statement. Purchaser further represents and covenants that (a) it will keep the Products in good order and repair until the purchase price has been paid in full, (b) it will promptly pay all taxes and assessments upon the Products or the use thereof, (c) it will not attempt to transfer any interest in the Products until the purchase price has been paid in full, and (d) it is solvent and financially capable of paying the full purchase price for the Products.

8. CHANGES, CANCELLATION, AND RETURN

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

8.2 Orders accepted by Seller are noncancellable by Purchaser except upon Seller's written consent and payment by Purchaser of a cancellation charge equal to 10% of the price of the affected Products, plus any shipping, insurance, inspection and refurbishment charges; the cost of providing any training, education, site evaluation or other services; and any return, cancellation or restocking fees with respect to any Third Party Products ordered by Seller on behalf of Purchaser.

Seller may retain any payments received from Purchaser up to the amount of the cancellation charge. In no event can an order be cancelled by Purchaser or Products be returned to Seller after shipment has been made.

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

9. FORCE MAJEURE

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

10. WARRANTY

10.1 Seller warrants that the Products manufactured by Seller and sold hereunder shall be free from defects in material or workmanship under normal use and service for the warranty period. Seller's obligation under this warranty is limited, at Seller's option, to the repair or replacement of the Product or any part thereof. Unless otherwise set forth in the Product Warranty attached hereto and incorporated herein by reference, the warranty period shall commence upon the earlier of the date that the Products have been installed in accordance with 12.6 hereof, which date shall be confirmed in writing by Seller, or first patient use, and shall continue for 12 consecutive months. Seller makes no warranty for any Products made by persons other than Seller or its affiliates, and Purchaser's sole warranty therefore, if any, is the original manufacturer's warranty, which Seller agrees to pass on to Purchaser, as applicable. The warranty provided by Seller under this Section 10 extends only to the original Purchaser, unless the Purchaser obtains the Seller's prior written consent with respect to any sale or other transfer of the Equipment during the term of the warranty.

10.2 No warranty extended by Seller shall apply to any Products which have been damaged by accident, misuse, abuse, negligence, improper application or alteration or by a force majeure occurrence as described in Section 9 hereof or by the Purchaser's failure to operate the Products in accordance with the manufacturer's instructions or to maintain the recommended operating environment and line conditions; which are defective due to unauthorized attempts to repair, relocate, maintain, service, add to or modify the Products by the Purchaser or any third party or due to the attachment and/or use of non-Seller supplied equipment without Seller's prior written approval; which failed due to causes from within non-Seller supplied equipment; which have been damaged from the use of operating supplies or consumable parts not approved by Seller.

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In addition, no warranty extended by Seller shall apply to any transducer failure due to events such as cracking from high impact drops, cable rupture from rolling equipment over the cable, or delamination from cleaning with inappropriate solutions. Seller's obligation under this warranty is limited to the repair or replacement, at Seller's option, of defective parts. Seller may effectuate such repair at Purchaser's facility, and Purchaser shall furnish Seller safe and sufficient access for such repair. Repair or replacement may be with parts or products that are new, used or refurbished. Repairs or replacements shall not interrupt, extend or prolong the term of the warranty. Purchaser shall, upon Seller's request, return the noncomplying Product or part to Seller with all transportation charges prepaid, but shall not return any Product or part to Seller without Seller's prior written authorization. Purchaser shall pay Seller its normal charges for service and parts for any inspection, repair or replacement that is not, in Seller's sole judgment, required by noncompliance with the warranty set forth in Section 10.1. Seller's warranty does not apply to consumable materials, disposables, supplies, accessories and collateral equipment, except as specifically stated in writing or as otherwise set forth in the Product Warranty attached hereto and incorporated herein by reference, nor to products or parts thereof supplied by Purchaser.

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

10.4 Purchaser shall provide Seller with full and free access to the Products, network cabling and communication equipment as is reasonably necessary for Seller to provide warranty service. This access includes establishing and maintaining connectivity to the Products via VPN IPsec Tunneling (non-client) Peer-to-Peer connection, modem line, internet connection, broadband internet connection or other secure remote access reasonably required by Seller, in order for Seller to provide warranty service, including remote diagnostics, monitoring and repair services.

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

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

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

11. LIMITATION OF LIABILITY

11.1 In no event shall Seller's liability hereunder exceed the actual loss or damage sustained by Purchaser, up to the purchase price of the Products.

11.2 SELLER SHALL NOT BE LIABLE FOR ANY LOSS OF USE, REVENUE OR ANTICIPATED PROFITS, COST OF SUBSTITUTE PRODUCTS OR SERVICES, LOSS OF STORED, TRANSMITTED OR RECORDED DATA, OR FOR ANY INCIDENTAL, UNFORESEEN, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SALE OR USE OF THE PRODUCTS. This provision does not affect third party claims for personal injury arising as a result of Seller's negligence or product defect. **THE FOREGOING IS A SEPARATE, ESSENTIAL TERM OF THIS AGREEMENT AND SHALL BE EFFECTIVE UPON THE FAILURE OF ANY REMEDY, EXCLUSIVE OR NOT.**

12. INSTALLATION - ADDITIONAL CHARGES

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

12.2 Installation by Seller. If Seller specifies it will install the Products, the following applies: subject to fulfillment of the obligations set forth in 12.4 below, Seller shall install the Products covered hereby and connect same to the requisite safety switches and power lines to be installed by Purchaser. Except as otherwise specified below, if such installation and connection are performed by Seller technical personnel, prices shown include the cost thereof, provided that the installation and connection can be performed within the Continental United States or Puerto Rico and during normal business hours. Any overtime charges or other special expenses shall be additional charges to the prices shown.

12.3 Trade Unions. In the event that a trade union, or unions, or other local labor conditions prevent Seller from performing the above work with its own employees or contractors, then Purchaser shall either make all required arrangements with the trade union, or unions, to permit Seller completion of said work or shall provide the personnel, at Purchaser's sole cost and expense. Moreover, any additional cost incurred by Seller and related to such labor disputes shall be paid by the Purchaser and Seller's obligations under such circumstances will be limited to providing engineering supervision of installation and connection of Seller equipment to existing wiring.

12.4 Purchaser's Obligations. Purchaser shall, at its expense, provide all proper and necessary labor and materials for plumbing service, carpentry work, conduit wiring, and other preparations required for such installation and connection. All such labor and materials shall be completed and available at the time of delivery of the Products by Seller. Additionally, the Purchaser shall provide free access to the premises of installation and, if necessary, safe and secure space thereon for storage of Products and equipment

prior to installation by Seller. Purchaser shall be responsible, at its sole cost and expense, for obtaining all permits, licenses and approvals required by any federal, state or local authorities in connection with the installation and operation of the Products, including but not limited to any certificate of need and zoning variances. Purchaser shall provide a suitable environment for the Products and shall ensure, at its sole cost and expense, that its premises are free of asbestos, hazardous conditions and any concealed, unknown or dangerous conditions and that all site requirements are met. Seller shall delay its work until Purchaser has completed the removal of the asbestos or other hazardous materials or has taken any other precautions and completed any other work required by applicable regulations. Purchaser shall reimburse Seller for any increased costs and expenses incurred by Seller that are the result of or are caused by any such delay. In the event that Seller is requested to supervise the installation of the Products, it remains the Purchaser's responsibility to comply with local regulations. Seller is not an architect and all drawings furnished by Seller are not construction drawings.

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

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

13. PATENT, TRADEMARK AND OTHER INFRINGEMENT CLAIMS

13.1 Infringement by Seller. Seller warrants that the Products manufactured by Seller and sold hereunder do not infringe any U.S. patent or copyright. If Purchaser receives a claim that any such Product, or parts thereof, infringe upon the rights of others under any U.S. patent or copyright, Purchaser shall notify Seller immediately in writing. As to all infringement claims relating to Products or parts manufactured by Seller or one of its affiliates: (a) Purchaser shall give Seller information, assistance and exclusive authority to evaluate, defend and settle such claims.

(b) Seller shall then, at its own expense, defend or settle such claims, procure for the Purchaser the right to use the Products, or remove or modify them to avoid infringement. If none of these alternatives is available on terms reasonable to Seller, then Purchaser shall return the Products to Seller and Seller shall refund to Purchaser the purchase price paid by the Purchaser less reasonable depreciation for Purchaser's use of the Products. The foregoing states Seller's entire obligation and liability, and the Purchaser's sole remedy, for claims of infringement.

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

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and should a claim be made that such Products infringe the rights of any third party under patent, trademark or otherwise, then Purchaser shall indemnify and hold Seller harmless against any liability or expense, including reasonable attorneys' fees, incurred by Seller in connection therewith

14. DESIGNS AND TRADE SECRETS; LICENSE; CONFIDENTIALITY

14.1 Any drawings, data, designs, software programs or other technical information supplied by Seller to Purchaser in connection with the sale of the Products are not included in the sale of the Products to Purchaser, shall remain Seller's property and shall at all times be held in confidence by Purchaser. Such information shall not be reproduced or disclosed to others without Seller's prior written consent.

14.2 For all goods purchased hereunder which utilize software for their operation, such "Applications Software" shall be licensed to Purchaser under the terms of Seller's Software License Schedule as attached hereto.

14.3 Diagnostic/Maintenance Software is not included under 14.2 above, is available only as a special option under a separate Diagnostic Materials License Agreement and may be subject to a separate licensing fee.

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

15. ENGINEERING CHANGES

15.1 Seller makes no representation that engineering changes which may be announced in the future will be suitable for use on, or in connection with, the Products.

16. ASSIGNMENT

16.1 Neither party may assign any rights or obligations under this Agreement without the written consent of the other and any attempt to do so shall be void, except that Seller may assign this Agreement without consent to any subsidiary or affiliated company, and may delegate to authorized subcontractors or service suppliers any work to be performed under this Agreement so long as Seller remains liable for the performance of its obligations under this Agreement. This Agreement shall inure to and be binding upon the parties and their respective successors, permitted assigns and legal representatives. Seller shall have no obligations under this Agreement to any assignee of Purchaser that is not approved by Seller in advance

17. DAMAGES, COSTS AND FEES

17.1 In the event that any dispute or difference is brought arising from or relating to this Agreement or the breach, termination or validity thereof, the prevailing party shall NOT be entitled to recover from the other party any punitive damages. The prevailing party shall be entitled to recover from the other party all reasonable attorneys' fees incurred, together with such other expenses, costs and disbursements as may be allowed by law.

18. MODIFICATION

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

19. GOVERNING LAW; WAIVER OF JURY TRIAL

19.1 This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

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

20. COST REPORTING

20.1 Customer agrees that it will fully and accurately account for and report in all cost reports and otherwise fully and accurately disclose to federal and state health care program payors and fully and accurately reflect where and as appropriate to the applicable reimbursement methodology, all services and other items, including any and all discounts, received from Seller under this Agreement, in compliance with all applicable laws, rules and regulations, including but not limited to the Social Security Act and implementing regulations relating to Medicare, Medicaid and other federal and state health care reimbursement programs.

21. INTEGRATION

21.1 These terms and conditions, including any attachments or other documents incorporated by reference herein, constitute the entire agreement and the complete and exclusive statement of agreement with respect to the subject matter hereof, and supersede any and all prior agreements, understandings and communications between the parties with respect to the Products.

22. SEVERABILITY; HEADINGS

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

23. WAIVER

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

24. NOTICES

24.1 Any notice or other communication under this Agreement shall be deemed properly given if given in writing and delivered in person or mailed, properly addressed and stamped with the required postage, to the intended recipient at its address specified on the face hereof. Either party may from time to time change such address by giving the other party notice of such change in accordance with this section.

25. RIGHTS CUMULATIVE

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

26. END USER CERTIFICATION

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

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Software License Schedule To The Siemens Medical Solutions USA, Inc. Terms and Conditions of Sale

1. DEFINITIONS: The following definitions apply to this Schedule: "Agreement" shall mean the attached (i) Quotation for Products and/or Services including the Terms and Conditions of Sale and applicable schedules; and/or (ii) Software License Agreement describing the software licensed herein and the specific system for which the license is issued.

"Licensor" shall mean Siemens Medical Solutions USA, Inc.

"Licensee" shall mean the end-user to whom Licensor provides Software or Documentation for its internal use under the Agreement.

"Software" shall mean the software described in the attached Agreement, including the following as contained therein: (i) software programs consisting of a series of statements or instructions to be used directly or indirectly in a programmable controller or computer to bring about a certain result and (ii) databases consisting of systemized collections of data to be used or referenced directly or indirectly by a programmed controller or computer. Notwithstanding the foregoing, "Software" does not include "firmware" as such term is conventionally understood. Diagnostic/Maintenance Software also is not included within the scope of the Software licensed under this Schedule, and is available only as a special option under a separate Diagnostic Materials License Agreement and may be subject to a separate licensing fee.

"Documentation" shall mean the documents and other supporting materials which are intended to support the use of an associated product, including (but not limited to) instructions, descriptions, flow charts, logic diagrams and listings of the Software, in text or graphic form, on machine readable or printed media.

"Designated Unit" shall mean a single control unit or computer identified on the first page of the Agreement, on which Software licensed hereunder may be used by Licensee.

2. SCOPE: The following terms and conditions shall apply to all Software and Documentation provided by Licensor to Licensee under the Agreement (whether included with other products listed in the Agreement or listed separately in the Agreement), together with any updates or revisions thereto which Licensor may provide to Licensee, and all copies thereof, except any Software and/or Documentation licensed directly by Licensor's supplier under a separate end-user license agreement accompanying the Software or the Documentation, in which case Licensee agrees to be bound by that license agreement as a condition to using the Software and/or Documentation. Except as expressly provided herein, and provided that in no event shall the warranties or other obligations of Licensor with respect to such Software or Documentation exceed those set forth in this Schedule, this Schedule shall be subject to the liability limitations and exclusions and other terms and conditions set forth in the Agreement. **ANY USE OF THE SOFTWARE, INCLUDING BUT NOT LIMITED TO USE ON THE DESIGNATED UNIT, WILL CONSTITUTE LICENSEE'S AGREEMENT TO THIS SOFTWARE LICENSE SCHEDULE (OR RATIFICATION OF ANY PREVIOUS CONSENT).**

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

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Revised 03-15-05

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51 Valley Stream Parkway, Malvern PA 19355

MR Warranty Information

<u>Product</u>	<u>Period of Warranty¹</u>	<u>Coverage</u>
MR System (not including consumables)	12 month	Full Warranty (parts & labor)

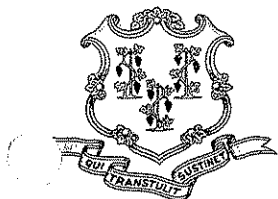
Post Warranty (after expiration of system warranty) – Replacement parts only!

Magnet	12 month	Parts only
Spare Parts	6 month	Parts only
Consumables	Not Covered	

Note: Optional extended warranty coverage can be obtained by purchase of a service agreement.

Magnet extends to 60 month only if there is a Five Year Cryogen Supply Contract plus a Five Year Magnet Maintenance Agreement attached to the Service Agreement.

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



M. JODI RELL
GOVERNOR

STATE OF CONNECTICUT
OFFICE OF HEALTH CARE ACCESS

CRISTINE A. VOGEL
COMMISSIONER

June 26, 2007

Jennifer Groves, Esquire
Updike, Kelly & Spellacy
One Century Tower
265 Church Street
New Haven, CT 06510 7002

RE: Certificate of Need Application Forms, Docket Number 07-30983-CON
Advanced Radiology Consultants, L.L.C.
Acquisition of three Magnetic Resonance Imaging Scanners ("MRI") to replace existing
MRI scanners in Advanced Radiology Consultants' offices located in Trumbull, Orange
and Shelton, Connecticut.

Dear Attorney Groves:

Enclosed are the application forms for Advanced Radiology Consultants, L.L.C.'s Certificate of Need ("CON") proposal for the acquisition of three Magnetic Resonance Imaging Scanners ("MRI") to replace existing MRI scanners in Advanced Radiology Consultants' offices located in Trumbull, Orange and Shelton, Connecticut with an associated capital expenditure of \$5,515,423. According to the parameters stated in Section 19a-639 of the Connecticut General Statutes the CON application may be filed between August 6, 2007, and October 5, 2007.

When submitting your CON Application:

1. Paginate and date each page contained in your submission.
2. Submit one (1) original and five (4) copies **in binders**; and
3. On a separate CD, include a **scanned** copy of the complete Application, including all attachments in **Adobe** format and provide an **electronic copy** of the Application in original format (i.e. Word, Excel etc.).

The analyst assigned to the CON application is Steven W. Lazarus. Please feel free to contact him at (860) 418-7012, if you have any questions.

Sincerely,

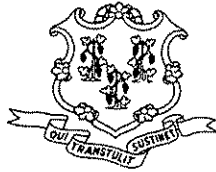
Kimberly Martone
Certificate of Need Supervisor

OFFICE OF HEALTH CARE ACCESS
REQUEST FOR NEW CERTIFICATE OF NEED
FILING FEE COMPUTATION SCHEDULE

APPLICANT: _____ PROJECT TITLE: _____ DATE: _____	FOR OHCA USE ONLY: <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 60%;"></th> <th style="width: 20%; text-align: center;">DATE</th> <th style="width: 20%; text-align: center;">INITIAL</th> </tr> </thead> <tbody> <tr> <td>1. Check logged (Front desk)</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>2. Check rec'd (Clerical/Cert.)</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>3. Check correct (Superv.)</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>4. Check logged (Clerical/Cert.)</td> <td>_____</td> <td>_____</td> </tr> </tbody> </table>		DATE	INITIAL	1. Check logged (Front desk)	_____	_____	2. Check rec'd (Clerical/Cert.)	_____	_____	3. Check correct (Superv.)	_____	_____	4. Check logged (Clerical/Cert.)	_____	_____
	DATE	INITIAL														
1. Check logged (Front desk)	_____	_____														
2. Check rec'd (Clerical/Cert.)	_____	_____														
3. Check correct (Superv.)	_____	_____														
4. Check logged (Clerical/Cert.)	_____	_____														

SECTION A – NEW CERTIFICATE OF NEED APPLICATION	
1. Check statute reference as applicable to CON application (see statute for detail): <div style="margin-left: 20px;"> _____ 19a-638. Additional function or service, change of ownership, service termination. No Fee Required. </div> <div style="margin-left: 20px;"> _____ 19a-639 Capital expenditure exceeding \$3,000,000 or capital expenditure exceeding \$3,000,000 for major medical equipment, CT scanner, PET scanner, PET/CT scanner, MRI scanner, cineangiography equipment or linear accelerator. Fee Required. </div> <div style="margin-left: 20px;"> _____ 19a-638 and 19a-639. Fee Required. </div>	
2. Enter \$0 on "Total Fee Due" line (SECTION B) if application is required pursuant to Section 19a-638 only, otherwise go on to line 3 of this section.	
3. Enter \$400 on "Total Fee Due" line (SECTION B) if application is for capital expenditure for major medical equipment, imaging equipment or linear accelerator less than \$3,000,000	
4. Section 19a-639 fee calculation (applicable if section 19a-639 capital expenditure for major medical equipment, imaging equipment or linear accelerator exceeding \$3,000,000 or other capital expenditure exceeding \$3,000,000 is checked above OR if both 19a-638 and 19a-639 are checked):	
a. Base fee: _____	\$ 1,000.00
b. Additional Fee: (Capital Expenditure Assessment) _____ (To calculate: Total requested Capital Expenditure/Cost excluding capitalized financing costs multiplied times .0005 and round to nearest dollar.) (\$ _____ x .0005)	\$ _____ .00
c. Sum of base fee plus additional fee: (Lines A4a + A4b) _____	\$ _____ .00
d. Enter the amount shown on line A4c. on "Total Fee Due" line (SECTION B).	
SECTION B TOTAL FEE DUE: _____	
	\$ _____ .00

ATTACH HERE CERTIFIED OR CASHIER'S CHECK ONLY (Payable to: Treasurer, State of Connecticut)



State of Connecticut Office of Health Care Access Certificate of Need Application

Please complete all questions. If any question is not relevant to your project, Not Applicable may be an acceptable response. Your Certificate of Need application will be eligible for submission no earlier than August 6, 2007, and may be submitted no later than October 5, 2007. The Analyst assigned to your application is Steven W. Lazarus and he may be reached at the Office of Health Care Access at (860) 418-7012.

Docket Number: 07-30983-CON

Applicant(s) Name: Advanced Radiology Consultants

Contact Person: Jennifer L. Groves
Contact Title: Attorney
Updike, Kelly & Spellacy

Contact Address: One Century Tower
265 Church Street
New Haven, CT 06510

Project Location: Offices in Trumbull, Orange and Shelton

Project Name: Acquisition of Three (3) 1.5 Tesla MRI Scanners for
Offices located in the towns of Trumbull, Orange and
Shelton, Connecticut.

Type proposal: Section 19a-639, C.G.S.

Est. Capital Expenditure: \$5,515,423

1. Expansion of Existing or New Service

What services are currently offered at your facility that the proposed expansion or new service will augment or replace? Please list.

Augment: _____

Replace: _____

2. State Health Plan

No questions at this time.

3. Applicant's Long Range Plan

Is this application consistent with your long-range plan?

☐ Yes ☐ No

If "No" is checked, please provide an explanation.

4. Clear Public Need

- A. Explain how Advanced Radiology Consultants ("Applicant") determined there was a need for the proposed MRI scanners in the three service areas specific to the three proposed offices.
- i) Provide the following information:
- a) Primary and secondary service area towns
 - b) The units of service (i.e. procedure, scan, visit, etc.) for the past three fiscal years by service area town **for each** of the proposed existing MRI scanners (Trumbull, Orange and Shelton).
 - c) **For each** of three proposed service areas, provide the population to be served, including the number of individuals to receive the proposed services. Include demographic Information, as appropriate.
 - d) Scheduling backlogs in **each** of the three service areas.
 - e) Travel distance from each of the proposed sites to the three service area towns
 - f) Existing hours of operation of **each** the three proposed locations specific to the MRI service.
 - g) Proposed hours of operation for **each** of the three proposed locations, specific to the MRI service.

- ii) What will be the effect of your proposal on existing providers (i.e. patient volume, financial stability, quality of care, etc.)?
- iii) Provide the units of service projected for the first three years of operation for **each** of the three MRI scanners. **Include the derivation/calculation.**
- iv) Provide the information as outlined in the following table concerning the existing providers' in the Applicant's proposed service area for **each** of the three locations:

Trumbull:

Description of Service ¹	Provider Name and Location	Hours and Days of Operation ²	Current Utilization ³

¹ If proposal concerns imaging equipment, provide a description of the equipment used by the Provider, if known. For MRI scanners, include Tesla strength, and whether or not the scanner is considered to be "open" or "closed".

² Specify days of the week and start and end time for each day.

³ Number of scans performed on specified scanner by Provider for the most recent 12 month period, if known.

Orange:

Description of Service ¹	Provider Name and Location	Hours and Days of Operation ²	Current Utilization ³

¹ If proposal concerns imaging equipment, provide a description of the equipment used by the Provider, if known. For MRI scanners, include Tesla strength, and whether or not the scanner is considered to be "open" or "closed".

² Specify days of the week and start and end time for each day.

³ Number of scans performed on specified scanner by Provider for the most recent 12 month period, if known.

Shelton:

Description of Service ¹	Provider Name and Location	Hours and Days of Operation ²	Current Utilization ³

¹ If proposal concerns imaging equipment, provide a description of the equipment used by the Provider, if known. For MRI scanners, include Tesla strength, and whether or not the scanner is considered to be "open" or "closed".

² Specify days of the week and start and end time for each day.

³ Number of scans performed on specified scanner by Provider for the most recent 12 month period, if known.

- v) Identify any MRI service providers in towns contiguous to the proposed service areas that are not included in the proposed service area of **each** of the three proposed locations.

- B. Will your proposal remedy any of the following barriers to access? Please provide an explanation.

- | | |
|--|---|
| <input type="checkbox"/> Cultural | <input type="checkbox"/> Transportation |
| <input type="checkbox"/> Geographic | <input type="checkbox"/> Economic |
| <input type="checkbox"/> None of the above | <input type="checkbox"/> Other (Identify) _____ |

If you checked other than None of the above, please provide an explanation.

- C. Provide copies of any of the following plans, studies or reports related to your proposal:

- | | |
|--|--|
| <input type="checkbox"/> Epidemiological studies | <input type="checkbox"/> Needs assessments |
| <input type="checkbox"/> Public information reports | <input type="checkbox"/> Market share analysis |
| <input type="checkbox"/> Other (Identify) _____ | |
| <input type="checkbox"/> None: <i>explain</i> why no reports, studies or market share analysis was undertaken related to the proposal: | |

5. Quality Measures

- A. If the proposal is for a new technology or procedure, have all appropriate agencies approved the proposed procedure (e.g., FDA etc.)?

- ☐ Yes ☐ No ☐ Not Applicable

If "No", please provide an explanation.

- B. Check off all the Standard of Practice Guidelines that will be utilized by the Applicant for the proposed service. Please submit the most recent copy of each report related to the proposal:

- | | | |
|---|--|--|
| <input type="checkbox"/> American College of Cardiology | <input type="checkbox"/> National Committee for Quality Assurance | <input type="checkbox"/> Public Health Code & Federal Corollary |
| <input type="checkbox"/> National Association of Child Bearing Centers | <input type="checkbox"/> American College of Obstetricians & Gynecologists | <input type="checkbox"/> American College of Surgeons |
| <input type="checkbox"/> Report of the Inter-Council for Radiation Oncology | <input type="checkbox"/> American College of Radiology | <input type="checkbox"/> Substance Society Abuse and Mental Health Services Administration |

☐ Other: Specify _____

- C. Describe in detail how the Applicant plans to meet the each of the guidelines checked off above.
- D. Submit a list of **all** key professional and administrative personnel, including the Applicant's Chief Executive Officer (CEO) and Chief Financial Officer (CFO), Medical Director, physicians, nurses, therapists, counselors, etc., related to the proposal and a copy of their Curriculum Vitae.
Note: For physicians, please provide a list of hospitals where the physicians have admitting privileges.
- E. Provide a copy of the most recent inspection reports and/or certificate for your facility:

- | | |
|---|---|
| <input type="checkbox"/> DPH | <input type="checkbox"/> JCAHO |
| <input type="checkbox"/> Fire Marshall Report | <input type="checkbox"/> Other States Health Dept. Reports (new out-of-state providers) |
| <input type="checkbox"/> AAAHC | <input type="checkbox"/> AAAASF |
| <input type="checkbox"/> Other: _____ | |

Note: Above referenced acronyms are defined below. ¹

¹ DPH – Department of Public Health; JCAHO – Joint Commission on Accreditation of Hospitals Organization; AAAHC – Accreditation Association for Ambulatory Health Care, AAAASF – American Association for Accreditation of Ambulatory Surgery Facilities, Inc.

F. Provide a copy of the following (as applicable):

- ☐ A copy of the related Quality Assurance plan
- ☐ Protocols for service (new service only)
- ☐ Patient Selection Criteria/Intake form

6. Improvements to Productivity and Containment of Costs

In the past year has your facility undertaken any of the following activities to improve productivity and contain costs?

- ☐ Energy conservation
- ☐ Group purchasing
- ☐ Reengineering
- ☐ None of the above
- ☐ Application of technology (e.g., computer systems, robotics, telecommunication systems, etc.)
- ☐ Other (identify) _____

7. Miscellaneous

A. Will this proposal result in new (or a change to) your teaching or research responsibilities?

- ☐ Yes
- ☐ No

If you checked "Yes," please provide an explanation.

B. Are there any characteristics of your patient/physician mix that makes your proposal unique?

- ☐ Yes
- ☐ No

If you checked "Yes," please provide an explanation.

C. Provide the following licensing information:

- i) If you are currently licensed, provide a copy of the State of Connecticut Department of Public Health license currently held.
- ii) The DPH licensure category you are seeking.
- iii) If not applicable, please explain why.

8. Financial Information

A. Type of ownership: (Please check off all that apply)

- ☐ Corporation (Inc.) ☐ Limited Liability Company (LLC)
☐ Partnership ☐ Professional Corporation (PC)
☐ Joint Venture ☐ Other (Specify): _____

B. Provide the following financial information:

- i) Please submit the Applicant's audited financial statements for the most recently completed fiscal year. If the Applicant has no audited financial statements, please submit a compilation report or an unaudited Balance Sheet and Statement of Operations for the most recently completed fiscal year. These statements should be externally prepared and submitted on the preparer's letterhead.
- ii) Identify the entity that will be billing for the proposed service.

9. Major Cost Components/Total Capital Expenditure

Submit a final version of all capital expenditures/costs as follows:

Medical Equipment (Purchase)	
Major Medical Equipment (Purchase)	
Non-Medical Equipment (Purchase)*	
Land/Building (Purchase)	
Construction/Renovation	
Other (Non-Construction) Specify: _____	
Total Capital Expenditure	
Medical Equipment (Lease (FMV))	
Major Medical Equipment (Lease (FMV))	
Non-Medical Equipment (Lease (FMV))*	
Fair Market Value of Space – (Capital Leases Only)	
Total Capital Cost	
Capitalized Financing Costs (Informational Purpose Only)	
Total Capital Expenditure with Cap. Fin. Costs	

* Provide an itemized list of all non-medical equipment.

10. Construction Information

- A. For **each** location, provide a detailed description of the proposed new construction/renovation including the related gross square feet of new construction/renovation.
- B. For **each** location, provide all schematic drawings related to the project that are available, including existing and proposed floor plans.
- C. Explain how the proposed new construction or renovations will affect the delivery of patient care for **each** of the proposed locations.
- D. Provide the following information regarding the schedule for new construction/ renovation:

Construction Commencement Date	
Construction Completion Date	
DPH Licensure Date	
Commencement of Operations Date	

11. Capital Equipment Lease/ Purchase

If the CON involves any capital equipment lease and/or purchase, please answer all of the following that apply:

What is the anticipated residual value at the end of the lease or loan term?	\$ _____
What is the useful life of the equipment?	____ Years
Please submit a copy of the vendor quote or invoice as an attachment.	
Please submit a schedule of depreciation for the purchased equipment as an attachment.	

For multiple items, please attach a separate sheet for each item in the above format.

12. Type of Financing

A. Check type of funding or financing source and identify the following anticipated requirements and terms: (Check all which apply)

☐ Applicant's equity:

Source and amount:

Operating Funds	
Source/Entity Name	\$ _____
Available Funds	_____
Contributions	\$ _____
Funded depreciation	\$ _____
Other	\$ _____

☐ Grant:

Amount of grant _____

Funding institution/ entity _____

☐ Conventional loan or
☐ Connecticut Health and Educational Facilities Authority (CHEFA)
financing:

Current CHEFA debt	_____
CON Proposed debt financing	_____
Interest rate	_____ %
Monthly payment	_____
Term	_____ Years
Debt service reserve fund	_____

☐ Lease financing or
☐ CHEFA Easy Lease Financing:

Current CHEFA Leases	_____
CON Proposed lease financing	_____
Fair market value of leased assets at lease inception	_____
Interest rate	_____ %
Monthly payment	_____
Term	_____ Years

☐ Other financing alternatives:

Amount _____

Source (e.g., donated assets, etc.) _____

B. Please provide copies of the following, if applicable:

- i. Letter of interest from the lending institution,
- ii. Letter of interest from CHEFA,
- iii. Amortization schedule (if not level amortization payments),
- iv. Lease agreement.

13. Revenue, Expense and Volume Projections

A.1. Payer Mix Projection

Please provide both the current payer mix and the projected payer mix with the CON proposal for the Total Facility based on Net Patient Revenue in the following reporting format:

Total Facility Description	Current Payer Mix	Year 1 Projected Payer Mix	Year 2 Projected Payer Mix	Year 3 Projected Payer Mix
Medicare*	%	%	%	%
Medicaid* (includes other medical assistance)				
CHAMPUS and TriCare				
Total Government Payers				
Commercial Insurers*				
Uninsured				
Workers Compensation				
Total Non-Government Payers				
Payer Mix	100.0%	100.0%	100.0%	100.0%

*Includes managed care activity.

A.2. Please describe the impact of the proposal on the interests of consumers of health care services and the payers of such services.

B. Does the Applicant(s) have Tax Exempt Status? ☐ Yes ☐ No

C. Provide the following for the financial and statistical projections:

- i) A summary of revenue, expense and volume statistics, without the CON project, incremental to the CON project, and with the CON project. **See attached.** Please note that the actual results for the fiscal year reported in the first column must agree with the Applicant's audited financial statements.
- ii) The assumptions utilized in developing the projections (e.g., FTE's by position, volume statistics, other expenses, revenue and expense % increases, project commencement of operation date, etc.).
- iii) An explanation for any projected incremental losses from operations contained in the financial projections that result from the implementation and operation of the CON proposal.
- iv) Provide a copy of the rate schedule for the proposed service.
- v) Describe how this proposal is cost effective.

Advanced Radiology Consultants, LLC (Trumbull)

13. C (i). Please provide one year of actual results and three years of projections of Total Facility revenue, expense and if applicable, volume statistics without, incremental to and with the proposal in the following reporting format:

<u>Total Facility:</u> <u>Description</u>	FY Actual Results	FY Projected		FY Projected		FY Projected		FY Projected		FY Projected	
		Without Project	Incremental	Without Project	Incremental	Without Project	Incremental	Without Project	Incremental	Without Project	Incremental
Revenue from Operations											
Non-Operating Revenue											
Total Revenue:	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Operating Expenses											
Income before provision for income taxes	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Provision for income taxes											
Net Income	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Retained earnings, beginning of year											
Retained earnings, end of year	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

*Volume Statistics:

*Provide projected inpatient and/or outpatient statistics for any new services and provide actual and projected inpatient and/or outpatient statistics for any existing services which will change due to the proposal.

Advanced Radiology Consultants, LLC (Orange)

13. C (i). Please provide one year of actual results and three years of projections of Total Facility revenue, expense and if applicable, volume statistics without, incremental to and with the proposal in the following reporting format:

<u>Total Facility:</u> <u>Description</u>	<u>FY</u> <u>Actual</u> <u>Results</u>	<u>FY</u> <u>Projected</u>		<u>FY</u> <u>Projected</u>		<u>FY</u> <u>Projected</u>		<u>FY</u> <u>Projected</u>		<u>FY</u> <u>Projected</u>	
		<u>Without Project</u>	<u>Incremental</u>	<u>Without Project</u>	<u>Incremental</u>	<u>Without Project</u>	<u>Incremental</u>	<u>Without Project</u>	<u>Incremental</u>	<u>Without Project</u>	<u>Incremental</u>
Revenue from Operations											
Non-Operating Revenue											
Total Revenue:	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Operating Expenses											
Income before provision for income taxes	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Provision for income taxes											
Net Income	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Retained earnings, beginning of year											
Retained earnings, end of year	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

*Volume Statistics:

*Provide projected inpatient and/or outpatient statistics for any new services and provide actual and projected inpatient and/or outpatient statistics for any existing services which will change due to the proposal.

Advanced Radiology Consultants, LLC (Shelton)

13. C (i). Please provide one year of actual results and three years of projections of Total Facility revenue, expense and if applicable, volume statistics without, incremental to and with the proposal in the following reporting format:

<u>Total Facility:</u> <u>Description</u>	<u>FY</u> <u>Actual</u> <u>Results</u>	<u>FY</u> <u>Projected</u> <u>Without Project</u>	<u>FY</u> <u>Projected</u> <u>Incremental</u>	<u>FY</u> <u>Projected</u> <u>Without Project</u>	<u>FY</u> <u>Projected</u> <u>Incremental</u>	<u>FY</u> <u>Projected</u> <u>Without Project</u>	<u>FY</u> <u>Projected</u> <u>Incremental</u>	<u>FY</u> <u>Projected</u> <u>Without Project</u>	<u>FY</u> <u>Projected</u> <u>Incremental</u>	<u>FY</u> <u>Projected</u> <u>With Project</u>
Revenue from Operations										\$0
Non-Operating Revenue										\$0
Total Revenue:	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Operating Expenses										\$0
Income before provision for income taxes	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Provision for income taxes										\$0
Net Income	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Retained earnings, beginning of year										\$0
Retained earnings, end of year	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

*Volume Statistics:

*Provide projected inpatient and/or outpatient statistics for any new services and provide actual and projected inpatient and/or outpatient statistics for any existing services which will change due to the proposal.

12 C(ii)	three years of projections of incremental revenue, expense and volume statistics attributable to the proposal in the following reporting format:
----------	--

13.C(ii). Please provide **three** years of projections of incremental revenue, expense and volume statistics **attributable to the proposal** in the following reporting format:

W:\CFAFI\Certificate of Need\PRGM_SVC\CY 2007 CON Applications\06-30983 FA II(Orange).xls, Financial Attachment II