

Updike, Kelly & Spellacy, P.C. Counselors at Law

Jennifer L. Groves  
(203) 786-8316  
(203) 772-2037 FAX

One Century Tower  
265 Church Street  
New Haven, Connecticut 06510

**FACSIMILE TRANSMITTAL SHEET**

**TO:** Office of Health Care Access  
ATTN: Cristine Vogel, Commissioner

**FACSIMILE:** (860) 418-7953

**DATE:** September 7, 2007

RECEIVED

2007 SEP - 7 PM 2:02

CONNECTICUT OFFICE OF  
HEALTH CARE ACCESS

**Re:** *Advanced Radiology Consultants  
Acquisition of High-Field Open MRI Unit for Newly Constructed Fairfield Office  
& Relocation of CT Scanner to Newly Constructed Fairfield Office*

**TOTAL NUMBER OF PAGES (INCLUDING THIS SHEET): 34**

**MESSAGE:**

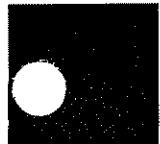
IF YOU HAVE ANY PROBLEMS WITH RECEIPT OF THIS TRANSMITTAL,  
PLEASE CALL DEB ALEXA AT (203) 786-8300, EXTENSION 3353. THANK YOU.

**UPDIKE, KELLY & SPELLACY, P.C., PRACTICES LAW IN THE AREAS OF:**

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UPDIKE, KELLY & SPELLACY, P.C.  
Connecticut's law firm with a worldwide reach

JENNIFER L. GROVES  
T: 203.786.8316  
F: 203.772.2037  
jgroves@uks.com

MERITAS LAW FIRMS WORLDWIDE

September 7, 2007

2007 SEP -7 PM 2:02  
CONNECTICUT OFFICE OF  
HEALTH CARE ACCESS

RECEIVED

VIA FACSIMILE AND FIRST CLASS MAIL

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

**Re: Advanced Radiology Consultants  
Acquisition of High-Field Open MRI Unit for Newly Constructed Fairfield Office  
& Relocation of CT Scanner to Newly Constructed Fairfield Office**

Dear Commissioner Vogel:

Please be advised that this office represents Advanced Radiology MRI Center, LP ("AMR") and Advanced Radiology Consultants, LLC ("ARC"). Enclosed are an original and five (5) copies of a Letter of Intent Form 2030 for the proposed acquisition by AMR of a high-field open MRI unit for use at ARC's proposed new Fairfield office. In addition, by way of this Form 2030, ARC requests a determination as to whether CON approval is required to relocate an existing CT scanner from the practice's office at 1055 Post Road, Fairfield to the proposed new office at 60 Round Hill Road, Fairfield.

Should you require anything further for your review, please feel free to call me at (203) 786-8316.

Very truly yours,

Jennifer L. Groves

Enclosures

cc: Alan D. Kaye, M.D.

487543



**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 Center, LP	Advanced Radiology Consultants, LLC
Doing Business As	Advanced Radiology Consultants	Advanced Radiology Consultants
Name of Parent Corporation	N/A	N/A
Applicant's Mailing Address, if Post Office (PO) Box, include a street mailing address for Certified Mail	56 Quarry Road Trumbull, CT 06611	56 Quarry Road Trumbull, CT 06611
What is the Applicant's Status: P for Profit or NP for Nonprofit	Profit	Profit
Does the Applicant have Tax Exempt Status?	No	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	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	Updike, Kelly & Spellacy One Century Tower 265 Church Street New Haven, CT 06510
Contact Person's Telephone Number	(203) 786.8300	(203) 786.8300
Contact Person's Fax Number	(203) 772.2037	(203) 772.2037
Contact Person's e-mail Address	<a href="mailto:lgroves@uks.com">lgroves@uks.com</a>	<a href="mailto:lgroves@uks.com">lgroves@uks.com</a>

## SECTION II. GENERAL APPLICATION INFORMATION

a. Proposal/Project Title:

**Acquisition of High-Field Open MRI Unit for, and Relocation of CT Scanner to, Newly Constructed Fairfield Office**

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.:

<input type="checkbox"/> New (F, S, Fnc)	<input type="checkbox"/> Replacement	<input type="checkbox"/> Additional (F, S, Fnc)
<input type="checkbox"/> Expansion (F, S, Fnc)	<input type="checkbox"/> Relocation	<input type="checkbox"/> Service Termination
<input type="checkbox"/> Bed Addition	<input type="checkbox"/> Bed Reduction	<input type="checkbox"/> Change in Ownership/Control

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

<input type="checkbox"/> Project expenditure/cost greater than \$ 3,000,000	<input type="checkbox"/> Equipment Acquisition	<input type="checkbox"/> Major Medical (> \$3,000,000)
<input checked="" type="checkbox"/> New	<input type="checkbox"/> Replacement	<input type="checkbox"/> Imaging
<input checked="" type="checkbox"/> Imaging	<input type="checkbox"/> 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:

**60 Round Hill Road, Fairfield, CT**

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

**This project will serve the towns/cities of Fairfield, Bridgeport, Stratford, Trumbull, Easton, and Monroe. The Secondary Service Area will include the towns of Milford, Shelton, Ansonia, Derby, Westport, and Weston.**

e. Estimated starting date for the project:

**Applicants will begin this project immediately upon receipt of OHCA approval. Advanced Radiology anticipates that it will take 18 to 24 months to develop the new office site at 60 Round Hill Road. This includes design, construction, and obtaining any and all necessary regulatory approvals.**

**Advanced Radiology MRI Center, LP ("AMR") will acquire the proposed high-field open MRI unit during the new office construction phase. The MRI unit, along with Advanced Radiology's existing Fairfield office CT scanner, will be ready for installation upon completion of construction and will be available to scan patients soon thereafter. In addition, AMR will be seeking to modify the Waiver it received to acquire a 3.0 Tesla replacement MRI unit for Advanced Radiology's existing Fairfield office (Docket No. 07-30983-WVR) in order to allow this unit to be sited at 60 Round Hill Road upon completion of the new office space.**

f. Type of project: 19 and 20

**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: **\$1,831,014**

b. Please provide the following tentative capital expenditure/costs related to the proposal:

Medical Equipment Purchases	<b>\$1,711,014</b>
Major Medical Equipment Purchases	
Non-Medical Equipment Purchases*	
Land/Building Purchases	
Construction/Renovation	<b>\$100,000</b>
Other (Non-Construction) Specify: CT Relocation Expenses	<b>\$20,000</b>
<b>Total Capital Expenditure</b>	<b>\$1,831,014</b>
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	
<b>Total Capital Cost</b>	
<b>Total Project Cost</b>	<b>\$1,831,014</b>
Capitalized Financing Costs (Informational Purpose Only)	

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

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
High-Field Open MRI	Siemens	Espree	1	\$1,711,014

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

**See Quotation 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): _____

## PROJECT DESCRIPTION

This proposal involves the acquisition by Advanced Radiology MRI Center, LP ("AMR"), a wholly owned subsidiary of Advanced Radiology Consultants, LLC ("Advanced Radiology"), of a high-field open MRI unit to be located in a new office building at 60 Round Hill Road, Fairfield. In addition, this proposal involves the relocation of a CT scanner owned by Advanced Radiology Consultants, LLC, currently in use at Advanced Radiology's 1055 Boston Post Road office, to 60 Round Hill Road, Fairfield.<sup>1</sup>

AMR 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, and Orange). These are private physician offices and they are not, therefore, licensed by the State of Connecticut Department of Public Health.

Advanced Radiology has operated an office at 1055 Post Road in Fairfield since 1990. The practice is looking to relocate to new office space in order to accommodate growth in its various imaging modalities and to promote the administrative and operational efficiencies that result from having all of its Fairfield imaging services available at a single office location. Note that the relocation of Advanced Radiology's office in Fairfield and the capital expenditure associated therewith are not subject to Office of Health Care Access ("OHCA") approval, as Advanced Radiology is not a healthcare facility or institution as those terms are defined in the OHCA statutes.

### Acquisition of High Field Open MRI Unit

AMR is requesting permission to acquire a high-field open MRI unit for the new Fairfield office of Advanced Radiology. This unit will operate at 60 Round Hill Road along with the 3.0 Tesla MRI unit approved by OHCA in Docket No. 07-30983-WVR (subject to OHCA modifying the approved location for that project), a CT scanning unit presently in operation at 1055 Boston Post Road, Fairfield, as well as additional imaging equipment for which Certificate of Need ("CON") approval is not required.

By way of background, in April of 2004, OHCA approved a CON for the acquisition of an open MRI unit for Advanced Radiology's Fairfield office (Docket No. 04-30236-CON). Advanced Radiology spent three years attempting to locate a site that would be able to accommodate either a Fonar stand-up unit (for which the original CON Application was submitted) or an alternative unit, such as the Siemens MAGNETOM Espree. Advanced Radiology investigated more than ten different locations before its CON finally expired. During this time, it became apparent that Advanced Radiology would be unable to site the Fonar unit at its 1055 Boston Post Road office due to the configuration of the office, space constraints, issues related to magnetic fields within the office, and, most notably, the presence of an existing 1.5 Tesla "closed" magnet therein. Similar issues arise when considering the ability to site a high-field open MRI unit in the 1055 Boston Post Road office along with the recently approved 3.0 Tesla magnet (which will replace the 1.5 Tesla "closed" unit). For these reasons, this renewed CON proposal seeks permission to acquire a high-field open MRI unit for use at a new practice location,

<sup>1</sup> If OHCA approves the acquisition of a high-field open MRI unit and approves/determines that approval is not required for relocation of the existing CT Scanner, Advanced Radiology will request modification of its recently received Waiver for acquisition of a 3.0 Tesla MRI unit (Docket No. 07-30983-WVR) in order to allow this unit to be sited at 60 Round Hill Road.

which will be designed and built specifically to accommodate Advanced Radiology's equipment, including the difficult to site 3.0 Tesla magnet and possibly a stand-up MRI unit.

Advanced Radiology will select the high-field open MRI unit for its new Fairfield office after conducting additional due diligence upon granting of this CON and following OHCA's decision regarding the replacement MRI units sought for its Shelton, Orange and Trumbull office locations (Docket No. 07-30983-CON). Advanced Radiology is seeking to upgrade equipment throughout its practice as part of its plan to maintain state-of-the-art quality and service and to provide a broad spectrum of technological offerings to its patients. The availability of MRI units of varying field strengths and configurations will allow patients, through a centralized scheduling center and protocols developed by Advanced Radiology's subspecialty radiologists, to schedule examinations on scanners most appropriate to their needs. Units under consideration for this proposal include the Fonar stand-up MRI and the Siemens MAGNETOM Espree. For current purposes, and particularly because Fonar requires a substantial deposit before releasing a quotation, a quote is being submitted for the Siemens Espree. The cost of the Fonar unit and other high-field open MRI units that may come under consideration are comparable to the Espree. The total capital cost associated with acquisition of the Siemens Espree MRI unit, including construction costs attributable to its installation, is \$1,811,014.

A need exists for high-field open MRI capacity in the Fairfield area and within Advanced Radiology's practice. This technology benefits patients who have difficulty completing exams in traditional scanners, including those who are obese and/or claustrophobic. In addition, the Fonar unit, which is under consideration, has the additional capabilities of positional and upright, weight-bearing scanning (although Advanced Radiology is not yet convinced of its true benefits, and the company has not been able to produce peer-reviewed studies indicative of its benefits and whether these benefits overcome the lower field strength). Moreover, the requested open MRI unit will be one of many scanners within Advanced Radiology's practice, and as such Advanced Radiology will be able to triage patients to the appropriate type of scanner depending upon the clinical indication (e.g., motion studies, varied position, etc.) and ability to tolerate the examination on a given machine (e.g., claustrophobia, patient size, etc.).

There were no open MRI units operating in Fairfield in 2004 when the original CON Application for a similar unit was approved, and no open units have been placed in operation since that time. (Note: Existing providers of "closed" MRI services in the Primary Service Area of Advanced Radiology's new Fairfield office include St. Vincent's Hospital & Medical Center; Fairfield County Radiology Associates, and Robert D. Russo and Associates Radiology, P.C.) Fairfield patients who require open MRI services still need to travel to offices of Advanced Radiology in other towns to be examined on an open unit. Each of these open MRI units in Trumbull, Orange, and Stamford is operating at full capacity at this time, despite the fact that the practice has increased capacity with a new unit in Trumbull (Report No. 05-30480-DTR) and has upgraded others (e.g. Stamford -- Docket No. 04-30277-CON) since OHCA's initial approval of an open unit for Advanced Radiology's Fairfield office.

In addition to the foregoing, having a second MRI unit available at its Fairfield office will allow Advanced Radiology to accommodate projected future growth in MRI as it evolves as a diagnostic tool. Moreover, it will allow the practice to triage MRI patients within the Fairfield office and to use the new 3.0 Tesla unit for the examinations for which it is best equipped.

Relocation of CT Scanner

Advanced Radiology also intends to relocate a Toshiba CT scanning unit presently operating at its 1055 Boston Post Road office to the newly constructed office at 60 Round Hill Road. This unit has been in operation in Fairfield since 2004. Acquisition was approved by way of Waiver decision (Docket No. 04-30231-WVR). The total capital cost associated with acquisition of the CT scanner was approximately \$1,244,000 and its current fair market value is approximately \$900,000. Advanced Radiology anticipates approximately \$20,000 in expenses associated with relocating the CT scanner.

Advanced Radiology will be moving the CT scanner approximately one (1) block, to an office within the same Fairfield zip code. A map showing the current and proposed office locations is attached hereto as Exhibit B. Given that the CT scanning unit meets the grandfathering requirements of Section 19a-639a(c), and the proposed relocation is within the same zip code, Applicants query whether CON approval is required for this aspect of their proposal. Accordingly, Applicants request that OHCA make a determination regarding same and, if CON approval is required, treat this submission as a Letter of Intent for the project in accordance with Section 19a-643-78(c) of the Regulations of Connecticut State Agencies.

\*\*\*

This project will strengthen the health delivery system in Connecticut in that it will provide area residents with access to a much needed service, high-field open MRI. Examinations will continue to be supervised and interpreted by subspecialist radiologists with unmatched MRI experience. In addition, to the extent that relocation of Advanced Radiology's CT scanner requires CON review, moving this unit to a newly constructed office will allow for a more cost-effective service that will ultimately be of benefit to patients.

The populations to be served include individuals from the greater Fairfield area in need of high-field open MRI and/or CT scanning services. Advanced Radiology has a tradition of inclusion of patients of all economic backgrounds. Its offices, including the proposed new office at 60 Round Hill Road, are almost universally located along routes of public transportation and are accessible to major highways. Current payers for MRI/CT services at Advanced Radiology's Fairfield office include most governmental and commercial payers and are not expected to change with this proposal.

## AFFIDAVIT

Applicant: Advanced Radiology Consultants, LLC

Project Title: Acquisition of High-Field Open MRI Unit for and Relocation of CT Scanner to Newly Constructed Fairfield Office

I, Alan Kaye, M.D., Managing Partner of Advanced Radiology Consultants, LLC, 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 Consultants, LLC 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.

  
Signature

9-5-07  
Date

Subscribed and sworn to before me on 9-5-07

Sandra M. Kozma  
Notary Public/Commissioner of Superior Court

My commission expires: 4/30/2008

CONNECTICUT OFFICE OF  
HEALTH CARE ACCESS

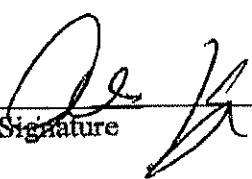
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RECEIVED

**SANDRA M. KOZMA**  
**NOTARY PUBLIC**  
**MY COMMISSION EXPIRES APR. 30, 2008**

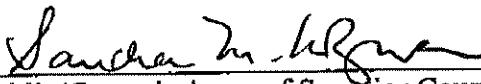
**AFFIDAVIT**Applicant: Advanced Radiology MRI Center, LPProject Title: Acquisition of High-Field Open MRI Unit for and Relocation of CT Scanner to Newly Constructed Fairfield Office

I, Alan Kaye, Managing Partner of Advanced Magnetic Resonance Partners, L.P., 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 Magnetic Resonance Partners, L.P. 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.

  
Signature

9-5-07

Date

Subscribed and sworn to before me on 9-5-07  
Notary Public/Commissioner of Superior CourtMy commission expires: 4/30/2008

**SANDRA M. KOZMA**  
**NOTARY PUBLIC**  
MY COMMISSION EXPIRES APR. 30, 2008

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CONNECTICUT OFFICE OF  
HEALTH CARE ACCESS

RECEIVED

## EXHIBIT A

# SIEMENS

## Siemens Medical Solutions USA, Inc.

51 Valley Stream Parkway, Malvern PA 19355

### ADVANCED RADIOLOGY

60 Round Hill Road  
Fairfield, CT 06824

#### 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:	1-9R2NN5 Date: 9/5/2007
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)	BY:	(signature)
NAME: Elizabeth Dermody		NAME:	
TITLE: Siemens' REPRESENTATIVE		TITLE:	
DATE: 9/5/2007		DATE:	

**SIEMENS**

**Siemens Medical Solutions USA, Inc.**  
51 Valley Stream Parkway, Malvern PA 19355

**ADVANCED RADIOLOGY****PROPOSAL REFERENCE**

Proposal: 1-9R2NN5 Date: 9/5/2007

<u>Quote #</u>	<u>Quote Name</u>	<u>Revision</u>	<u>Terms of Payment</u>
1-9R2CVX	MAGNETOM Espree	1	10% Down, 80% Delivery, 10% Installation
<b>FOB: Destination</b>			

**RELEVANT Items for Quote #1-9R2CVX Revision 1 ( Included in Contract Total )**

<b>Qty</b>	<b>Part #</b>	<b>Description</b>	<b>Extended Net Price</b>
<b><u>MAGNETOM Espree</u></b>			
<b>1</b>	<b>07584514</b>	<b>MAGNETOM Espree - System</b>	
<p>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 PhoenixTim 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.</p>			

**SIEMENS**

13

**Siemens Medical Solutions USA, Inc.**

51 Valley Stream Parkway, Malvern PA 19355

**ADVANCED RADIOLOGY****PROPOSAL REFERENCE**

Proposal: 1-9R2NN5 Date: 9/5/2007

**RELEVANT Items for Quote #1-9R2CVX 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 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	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

Siemens Medical Solutions USA, Inc.

51 Valley Stream Parkway, Malvern PA 19355

ADVANCED RADIOLOGY

PROPOSAL REFERENCE

Proposal: 1-9R2NN5 Date: 9/5/2007

**RELEVANT Items for Quote #1-9R2CVX Revision 1 ( Included in Contract Total )**

Qty	Part #	Description	Extended Net Price
1	14401451	<b>Standard Patient Matrix Table #Es</b>  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.	
	14407343	<b>CP Flex Coil Package #Tim</b>  The CP Flex Coil Kit offers a set of flexible coils which enables easy and quick examinations of a large variety of different anatomies.following items are included:CP Flex coil, large - Wrap-around coil made of soft and flexible material - For applications such as imaging of large regions, e.g. medium to large shoulders, hip and kneeCP Flex coil, small - Wrap-around coil made of soft and flexible material - For applications such as imaging of small regions, e.g. small to medium shoulders, wrist, elbow and ankleFlex Coil Interface - For connection of e.g. the large or small CP Flex coil	
1	08464989	<b>PMU Bluetooth Physio Control #Av</b>  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	<b>iPAT Extensions #Av</b>  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.	

# SIEMENS

Siemens Medical Solutions USA, Inc.

51 Valley Stream Parkway, Malvern PA 19355

ADVANCED RADIOLOGY

**PROPOSAL REFERENCE**

Proposal: 1-9R2NN5 Date: 9/5/2007

**RELEVANT Items for Quote #1-9R2CVX Revision 1 ( Included in Contract Total )**

Qty	Part #	Description	Extended Net Price
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 #Av  Automatic real-time calculation of trace-weighted images and ADC maps with Inline technology to single-shot diffusion-weighted EPI.	
1	07820082	Inline Perfusion #Av  Automatic real-time calculation of Global Bolus Plot (GBP), Percentage of Baseline at Peak map (PPB), 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 #Av  Advanced 3D imaging sequences and protocols which are unique to Siemens:3D DESS and 3D CISS	

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Siemens Medical Solutions USA, Inc.

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ADVANCED RADIOLOGY

**PROPOSAL REFERENCE**

Proposal: 1-9R2NN5 Date: 9/5/2007

**RELEVANT Items for Quote #1-9R2CVX Revision 1 ( Included in Contract Total )**

Qty	Part #	Description	Extended Net Price
1	08464815	<b>Body Matrix Coil #Av</b>  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. PAT-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	08464823	<b>PA Matrix Coil #Av</b>  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 each. Operates 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 First. Both legs are independently covered with coil elements, maximizing the coil filling factor and the signal-to-noise ratio. No coil tuning. Includes special non-ferromagnetic coil cart for safe, user-friendly storage. PAT-compatible. High-resolution angiography of both legs incl. pelvis with highest signal-to-noise ratio. Visualization of the iliac arteries and aortabé combined with: Head Matrix Coil Neck Matrix Coil Spine Matrix Coil Body Matrix Coils (up to 3). All flexible coils (e.g. CP Flex coil, small, CP Flex coil, large)	

ACCEPTANCE ON FIRST PAGE INCLUDES ALL FOLLOWING PAGES AS SPECIFIED ABOVE

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Siemens Medical Solutions USA, Inc.

61 Valley Stream Parkway, Malvern PA 19355

ADVANCED RADIOLOGY

56 Quarry Rd.  
Trumbull, CT 06611

**PROPOSAL REFERENCE**

Proposal: 1-9R2NN5 Date: 9/5/2007

**RELEVANT Items for Quote #1-9R2CVX Revision 1 ( Included in Contract Total )**

Qty	Part #	Description	Extended Net Price
1	14405255	<b>Breast Matrix Coil #Tim</b>  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 examinations with:Body Matrix coilFlex coilscharacteristic starting with SW version syngo MR B15:includes reference tube for quantitative spectroscopy	
1	14405244	<b>Shoulder Array Coil #Es</b>  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	<b>CP Extremity Coil #Av</b>  Circularly Polarized no-tune transmit/receive coil for joint examinations in the region of the lower extremities.	

**MR Console Tables and Containers**

1	07275907	Console Desk Syngo 1.2m #MR
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**Siemens Medical Solutions USA, Inc.**

51 Valley Stream Parkway, Malvern PA 19355

**ADVANCED RADIOLOGY****PROPOSAL REFERENCE**

Proposal: 1-9R2NN5 Date: 9/5/2007

**RELEVANT Items for Quote #1-9R2CVX Revision 1 ( Included in Contract Total )**

Qty	Part #	Description	Extended Net Price
1	07090207	Computer Housing Syngo #MR	
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.	
1	14401476	Venting kit air freight	
		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 30/60 H,S,SON	
1	08465481	Chiller, 60 Hz #Av	
		The KKT KCC 215 is a dedicated MAGNETOM Avanto and Espre 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 #Avanto, Espre	
		Power cable for the UPS-system UPS Powerware PW 9125-3000I (8857810) at the ACC of the MAGNETOM Avanto and Espre for backing up the computer.cable length 9 m.	

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**Siemens Medical Solutions USA, Inc.**

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**ADVANCED RADIOLOGY**

<b>PROPOSAL REFERENCE</b>	
Proposal: 1-9R2NN5	Date: 9/5/2007

**RELEVANT Items for Quote #1-9R2CVX Revision 1 ( Included In Contract Total )**

Qty	Part #	Description	Extended Net Price
		<u>MAGNETOM Espree - Local</u>	
1	MR_STD_RIG_INST	MR Standard Rigging and Installation	
1	4MR5142869	Armrest #MR	
1	MR_APPLS_5_3	MR Application Training	
1	MR_TRAIN_NOTE	Training Timeframe Special Note	
1	CHILINST_AVT	Chiller Start-up and Warranty for TIM	
1	MR_SYNGO	Basic syngo training (2 tech)	

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**ADVANCED RADIOLOGY****PROPOSAL REFERENCE**

Proposal: 1-9R2NN5 Date: 9/5/2007

**RELEVANT Items for Quote #1-9R2CVX Revision 1 ( Included in Contract Total )**

Qty	Part #	Description	Extended Net Price
1	MR_ADV_SYNGO	Advanced syngo training course	
1	MR_BASIC1	MR Imaging Basics:Concepts & Application	
1	MR_TRAVEL_PKG1	Travel pckg.f.1attend.to a SMS train.Ctr	
1	MR_USER_SEM	Annual technologist users seminar	
1	MR_TRAVEL_PKG1	Travel pckg.f.1attend.to a SMS train.Ctr	


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Proposal: 1-9R2NN5 Date: 9/5/2007

**OPTIONAL items for Quote #1-9R2CVX Revision 1 ( Not Included in Contract Total )**

Qty	Part #	Description	Extended Net Price
1	08464815	<b>Body Matrix Coil #Av</b>  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	\$25,200
1	14401436	<b>PMU Display Satin White #Es</b>  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.	\$10,800
1	08464732	<b>Advanced Cardiac #Av</b>  This package contains BEAT, special sequences and scan protocols for advanced MR examinations of the heart. enables comprehensive cardiac MR examinations covering morphology, function, tissue characterization, coronary imaging, plaque characterization and much more.	\$18,000
1	14402526	<b>BLADE #Tim</b>  Motion insensitive multi-shot Turbo Spin Echo (TSE) sequence with inter-shot motion correction for in-plane motion in all body regions.	\$36,000

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**OPTIONAL Items for Quote #1-9R2CVX Revision 1 ( Not Included in Contract Total )**

Qty	Part #	Description	Extended Net Price
1	14402595	syngo Expert-i This software application enables support by "remote staff" (connected via network only) for planning and processing.	\$8,640

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Proposal: 1-9R2NN5 Date: 9/5/2007

Extended Contract Total: \$1,711,014

( 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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## 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 in 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 hereof.

**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 an 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

# SIEMENS

## Siemens Medical Solutions USA, Inc.

51 Valley Stream Parkway, Malvern PA 19355

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### Terms and Conditions of Sale

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.

#### EXPORT TERMS

4 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 thereto) 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 noncancelable 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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## Siemens Medical Solutions USA, Inc.

51 Valley Stream Parkway, Malvern PA 19355

### Terms and Conditions of Sale

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 (8:30-6:00), 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's standard procedures to verify that the Products meet applicable written performance specifications. Notwithstanding the foregoing, first use of the Products by Purchaser, its agents or employees for any purpose after delivery shall constitute completion of installation.

#### 13. PATENT, 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. This 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

## Siemens Medical Solutions USA, Inc.

51 Valley Stream Parkway, Malvern PA 19355

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### Terms and Conditions of Sale

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 expenses, 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 by 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 available 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 any way 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

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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

**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 programmable 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 Material 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 Agreement (whether included with other products listed in the Agreement or listed separately in the Agreement), together with any addenda 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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**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 its 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 Licensor 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 upgrade 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

AND/OR DOCUMENTATION. THIS LIMITATION ON LIABILITY SHALL APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

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

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

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

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

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Revised 03-15-05

# SIEMENS

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**Siemens Medical Solutions USA, Inc.**

51 Valley Stream Parkway, Malvern PA 19355

**MR Warranty Information**

<u>Product</u>	<u>Period of Warranty<sup>1</sup></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.

<sup>1</sup> 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.

## EXHIBIT B

1055 Post Road Fairfield, CT to 60 Round Hill Road, Fairfield, CT - Google Maps

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Start 1055 Post Rd  
Fairfield, CT 06824  
End 60 Round Hill Rd  
Fairfield, CT 06824  
Travel 0.1 mi

Save trees. Go green!  
Download Google Map for mobile  
Text maps to 466 453

1055 Post Rd  
Fairfield, CT 06824

Drive: 0.1 mi

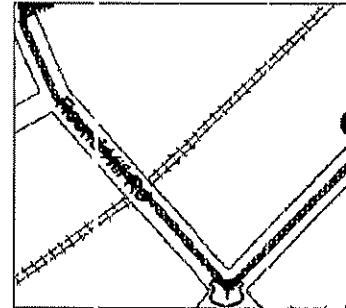
1. Head southwest on Post Rd toward Round Hill Rd
- 2. Turn right at Round Hill Rd

60 Round Hill Rd  
Fairfield, CT 06824

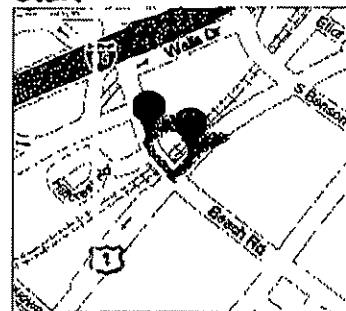
These directions are for planning purposes only. You may find that construction projects, traffic, or other events may cause road conditions to differ from the map results.

Map data ©2007 NAVTEQ™

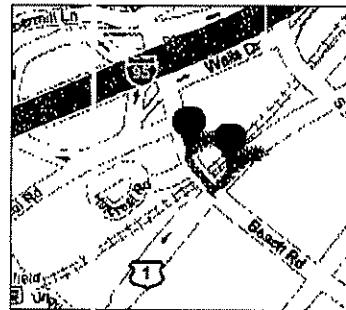
### Overview



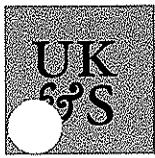
### Start



### End



Map data ©2007 NAVTEQ™



UPDIKE, KELLY & SPELLACY, P.C.  
Connecticut's law firm with a worldwide reach

 MERITAS LAW FIRMS WORLDWIDE

JENNIFER L. GROVES  
T: 203.786.8316  
F: 203.772.2037  
jgroves@uks.com

September 7, 2007

2007 SEP 14 AM 11:32  
CONNECTICUT OFFICE OF  
HEALTH CARE ACCESS

RECEIVED

VIA FACSIMILE AND FIRST CLASS MAIL

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

**Re: *Advanced Radiology Consultants*  
*Acquisition of High-Field Open MRI Unit for Newly Constructed Fairfield Office*  
*& Relocation of CT Scanner to Newly Constructed Fairfield Office***

Dear Commissioner Vogel:

Please be advised that this office represents Advanced Radiology MRI Center, LP ("AMR") and Advanced Radiology Consultants, LLC ("ARC"). Enclosed are an original and five (5) copies of a Letter of Intent Form 2030 for the proposed acquisition by AMR of a high-field open MRI unit for use at ARC's proposed new Fairfield office. In addition, by way of this Form 2030, ARC requests a determination as to whether CON approval is required to relocate an existing CT scanner from the practice's office at 1055 Post Road, Fairfield to the proposed new office at 60 Round Hill Road, Fairfield.

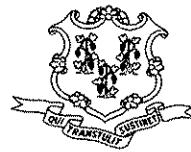
Should you require anything further for your review, please feel free to call me at (203) 786-8316.

Very truly yours,

Jennifer L. Groves

Enclosures

cc: Alan D. Kaye, M.D.



**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.

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

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	Updike, Kelly & Spellacy One Century Tower 265 Church Street New Haven, CT 06510
Contact Person's Telephone Number	(203) 786.8300	(203) 786.8300
Contact Person's Fax Number	(203) 772.2037	(203) 772.2037
Contact Person's e-mail Address	<a href="mailto:jgroves@uks.com">jgroves@uks.com</a>	<a href="mailto:jgroves@uks.com">jgroves@uks.com</a>

## SECTION II. GENERAL APPLICATION INFORMATION

a. Proposal/Project Title:

**Acquisition of High-Field Open MRI Unit for, and Relocation of CT Scanner to, Newly Constructed Fairfield Office**

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.:

<input type="checkbox"/> New (F, S, Fnc)	<input type="checkbox"/> Replacement	<input type="checkbox"/> Additional (F, S, Fnc)
<input type="checkbox"/> Expansion (F, S, Fnc)	<input type="checkbox"/> Relocation	<input type="checkbox"/> Service Termination
<input type="checkbox"/> Bed Addition	<input type="checkbox"/> Bed Reduction	<input type="checkbox"/> Change in Ownership/Control

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

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

Equipment Acquisition

<input checked="" type="checkbox"/> New	<input type="checkbox"/> Replacement	<input type="checkbox"/> Major Medical (> \$3,000,000)
<input checked="" type="checkbox"/> Imaging	<input type="checkbox"/> 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:

**60 Round Hill Road, Fairfield, CT**

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

**This project will serve the towns/cities of Fairfield, Bridgeport, Stratford, Trumbull, Easton, and Monroe. The Secondary Service Area will include the towns of Milford, Shelton, Ansonia, Derby, Westport, and Weston.**

e. Estimated starting date for the project:

**Applicants will begin this project immediately upon receipt of OHCA approval. Advanced Radiology anticipates that it will take 18 to 24 months to develop the new office site at 60 Round Hill Road. This includes design, construction, and obtaining any and all necessary regulatory approvals.**

**Advanced Radiology MRI Center, LP (“AMR”) will acquire the proposed high-field open MRI unit during the new office construction phase. The MRI unit, along with Advanced Radiology’s existing Fairfield office CT scanner, will be ready for installation upon completion of construction and will be available to scan patients soon thereafter. In addition, AMR will be seeking to modify the Waiver it received to acquire a 3.0 Tesla replacement MRI unit for Advanced Radiology’s existing Fairfield office (Docket No. 07-30983-WVR) in order to allow this unit to be sited at 60 Round Hill Road upon completion of the new office space.**

f. Type of project: **19 and 20**

**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: **\$1,831,014**

b. Please provide the following tentative capital expenditure/costs related to the proposal:

Medical Equipment Purchases	<b>\$1,711,014</b>
Major Medical Equipment Purchases	
Non-Medical Equipment Purchases*	
Land/Building Purchases	
Construction/Renovation	<b>\$100,000</b>
Other (Non-Construction) Specify: CT Relocation Expenses	<b>\$20,000</b>
<b>Total Capital Expenditure</b>	<b>\$1,831,014</b>
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	
<b>Total Capital Cost</b>	
<b>Total Project Cost</b>	<b>\$1,831,014</b>
Capitalized Financing Costs (Informational Purpose Only)	

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

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
<b>High-Field Open MRI</b>	Siemens	Espree	1	<b>\$1,711,014</b>

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

**See Quotation 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): _____

## PROJECT DESCRIPTION

This proposal involves the acquisition by Advanced Radiology MRI Center, LP (“AMR”), a wholly owned subsidiary of Advanced Radiology Consultants, LLC (“Advanced Radiology”), of a high-field open MRI unit to be located in a new office building at 60 Round Hill Road, Fairfield. In addition, this proposal involves the relocation of a CT scanner owned by Advanced Radiology Consultants, LLC, currently in use at Advanced Radiology’s 1055 Boston Post Road office, to 60 Round Hill Road, Fairfield.<sup>1</sup>

AMR 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, and Orange). These are private physician offices and they are not, therefore, licensed by the State of Connecticut Department of Public Health.

Advanced Radiology has operated an office at 1055 Post Road in Fairfield since 1990. The practice is looking to relocate to new office space in order to accommodate growth in its various imaging modalities and to promote the administrative and operational efficiencies that result from having all of its Fairfield imaging services available at a single office location. Note that the relocation of Advanced Radiology’s office in Fairfield and the capital expenditure associated therewith are not subject to Office of Health Care Access (“OHCA”) approval, as Advanced Radiology is not a healthcare facility or institution as those terms are defined in the OHCA statutes.

### *Acquisition of High Field Open MRI Unit*

AMR is requesting permission to acquire a high-field open MRI unit for the new Fairfield office of Advanced Radiology. This unit will operate at 60 Round Hill Road along with the 3.0 Tesla MRI unit approved by OHCA in Docket No. 07-30983-WVR (subject to OHCA modifying the approved location for that project), a CT scanning unit presently in operation at 1055 Boston Post Road, Fairfield, as well as additional imaging equipment for which Certificate of Need (“CON”) approval is not required.

By way of background, in April of 2004, OHCA approved a CON for the acquisition of an open MRI unit for Advanced Radiology’s Fairfield office (Docket No. 04-30236-CON). Advanced Radiology spent three years attempting to locate a site that would be able to accommodate either a Fonar stand-up unit (for which the original CON Application was submitted) or an alternative unit, such as the Siemens MAGNETOM Espree. Advanced Radiology investigated more than ten different locations before its CON finally expired. During this time, it became apparent that Advanced Radiology would be unable to site the Fonar unit at its 1055 Boston Post Road office due to the configuration of the office, space constraints, issues related to magnetic fields within the office, and, most notably, the presence of an existing 1.5 Tesla “closed” magnet therein. Similar issues arise when considering the ability to site a high-field open MRI unit in the 1055 Boston Post Road office along with the recently approved 3.0 Tesla magnet (which will replace the 1.5 Tesla “closed” unit). For these reasons, this renewed CON proposal seeks permission to acquire a high-field open MRI unit for use at a new practice location,

---

<sup>1</sup> If OHCA approves the acquisition of a high-field open MRI unit and approves/determines that approval is not required for relocation of the existing CT Scanner, Advanced Radiology will request modification of its recently received Waiver for acquisition of a 3.0 Tesla MRI unit (Docket No. 07-30983-WVR) in order to allow this unit to be sited at 60 Round Hill Road.

which will be designed and built specifically to accommodate Advanced Radiology's equipment, including the difficult to site 3.0 Tesla magnet and possibly a stand-up MRI unit.

Advanced Radiology will select the high-field open MRI unit for its new Fairfield office after conducting additional due diligence upon granting of this CON and following OHCA's decision regarding the replacement MRI units sought for its Shelton, Orange and Trumbull office locations (Docket No. 07-30983-CON). Advanced Radiology is seeking to upgrade equipment throughout its practice as part of its plan to maintain state-of-the-art quality and service and to provide a broad spectrum of technological offerings to its patients. The availability of MRI units of varying field strengths and configurations will allow patients, through a centralized scheduling center and protocols developed by Advanced Radiology's subspecialty radiologists, to schedule examinations on scanners most appropriate to their needs. Units under consideration for this proposal include the Fonar stand-up MRI and the Siemens MAGNETOM Espree. For current purposes, and particularly because Fonar requires a substantial deposit before releasing a quotation, a quote is being submitted for the Siemens Espree. The cost of the Fonar unit and other high-field open MRI units that may come under consideration are comparable to the Espree. The total capital cost associated with acquisition of the Siemens Espree MRI unit, including construction costs attributable to its installation, is \$1,811,014.

A need exists for high-field open MRI capacity in the Fairfield area and within Advanced Radiology's practice. This technology benefits patients who have difficulty completing exams in traditional scanners, including those who are obese and/or claustrophobic. In addition, the Fonar unit, which is under consideration, has the additional capabilities of positional and upright, weight-bearing scanning (although Advanced Radiology is not yet convinced of its true benefits, and the company has not been able to produce peer-reviewed studies indicative of its benefits and whether these benefits overcome the lower field strength). Moreover, the requested open MRI unit will be one of many scanners within Advanced Radiology's practice, and as such Advanced Radiology will be able to triage patients to the appropriate type of scanner depending upon the clinical indication (e.g., motion studies, varied position, etc.) and ability to tolerate the examination on a given machine (e.g., claustrophobia, patient size, etc.).

There were no open MRI units operating in Fairfield in 2004 when the original CON Application for a similar unit was approved, and no open units have been placed in operation since that time. (Note: Existing providers of "closed" MRI services in the Primary Service Area of Advanced Radiology's new Fairfield office include St. Vincent's Hospital & Medical Center; Fairfield County Radiology Associates, and Robert D. Russo and Associates Radiology, P.C.) Fairfield patients who require open MRI services still need to travel to offices of Advanced Radiology in other towns to be examined on an open unit. Each of these open MRI units in Trumbull, Orange, and Stamford is operating at full capacity at this time, despite the fact that the practice has increased capacity with a new unit in Trumbull (Report No. 05-30480-DTR) and has upgraded others (e.g. Stamford -- Docket No. 04-30277-CON) since OHCA's initial approval of an open unit for Advanced Radiology's Fairfield office.

In addition to the foregoing, having a second MRI unit available at its Fairfield office will allow Advanced Radiology to accommodate projected future growth in MRI as it evolves as a diagnostic tool. Moreover, it will allow the practice to triage MRI patients within the Fairfield office and to use the new 3.0 Tesla unit for the examinations for which it is best equipped.

Relocation of CT Scanner

Advanced Radiology also intends to relocate a Toshiba CT scanning unit presently operating at its 1055 Boston Post Road office to the newly constructed office at 60 Round Hill Road. This unit has been in operation in Fairfield since 2004. Acquisition was approved by way of Waiver decision (Docket No. 04-30231-WVR). The total capital cost associated with acquisition of the CT scanner was approximately \$1,244,000 and its current fair market value is approximately \$900,000. Advanced Radiology anticipates approximately \$20,000 in expenses associated with relocating the CT scanner.

Advanced Radiology will be moving the CT scanner approximately one (1) block, to an office within the same Fairfield zip code. A map showing the current and proposed office locations is attached hereto as Exhibit B. Given that the CT scanning unit meets the grandfathering requirements of Section 19a-639a(c), and the proposed relocation is within the same zip code, Applicants query whether CON approval is required for this aspect of their proposal. Accordingly, Applicants request that OHCA make a determination regarding same and, if CON approval is required, treat this submission as a Letter of Intent for the project in accordance with Section 19a-643-78(c) of the Regulations of Connecticut State Agencies.

\*\*\*

This project will strengthen the health delivery system in Connecticut in that it will provide area residents with access to a much needed service, high-field open MRI. Examinations will continue to be supervised and interpreted by subspecialist radiologists with unmatched MRI experience. In addition, to the extent that relocation of Advanced Radiology's CT scanner requires CON review, moving this unit to a newly constructed office will allow for a more cost-effective service that will ultimately be of benefit to patients.

The populations to be served include individuals from the greater Fairfield area in need of high-field open MRI and/or CT scanning services. Advanced Radiology has a tradition of inclusion of patients of all economic backgrounds. Its offices, including the proposed new office at 60 Round Hill Road, are almost universally located along routes of public transportation and are accessible to major highways. Current payers for MRI/CT services at Advanced Radiology's Fairfield office include most governmental and commercial payers and are not expected to change with this proposal.

## AFFIDAVIT

Applicant: Advanced Radiology Consultants, LLC

Project Title: Acquisition of High-Field Open MRI Unit for and Relocation of CT Scanner to Newly Constructed Fairfield Office

I, Alan Kaye, M.D., Managing Partner of Advanced Radiology Consultants, LLC, 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 Consultants, LLC 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.

  
Signature

9-5-07  
Date

Subscribed and sworn to before me on 9-5-07

Sandra M. Kozma  
Notary Public/Commissioner of Superior Court

My commission expires: 4/30/2008

**SANDRA M. KOZMA**  
NOTARY PUBLIC  
MY COMMISSION EXPIRES APR. 30, 2008

CONNECTICUT OFFICE OF  
HEALTH CARE ACCESS

2007 SEP 14 AM 11:33

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## AFFIDAVIT

Applicant: Advanced Radiology MRI Center, LP

Project Title: Acquisition of High-Field Open MRI Unit for and Relocation of CT Scanner to Newly Constructed Fairfield Office

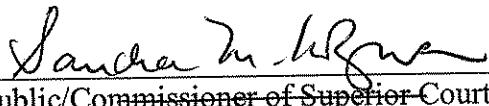
I, Alan Kaye, Managing Partner of Advanced Magnetic Resonance Partners, L.P., being duly sworn, depose and state that the information provided in this CON Letter of Intent (Form 2030) is true and accurate to the best of my knowledge, and that Advanced Magnetic Resonance Partners, L.P. complies with the 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.

  
Signature

9-5-07

Date

Subscribed and sworn to before me on 9-5-07

  
Sandra M. Kozma

Notary Public/Commissioner of Superior Court

My commission expires: 4/30/2008

**SANDRA M. KOZMA**  
**NOTARY PUBLIC**  
MY COMMISSION EXPIRES APR. 30, 2008

2007 SEP 14 AM 11:33  
CITIZENSHIP OFFICE OF  
HEALTH CARE ACCESS

RECEIVED

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# SIEMENS

## Siemens Medical Solutions USA, Inc.

51 Valley Stream Parkway, Malvern PA 19355

### ADVANCED RADIOLOGY

60 Round Hill Road  
Fairfield, CT 06824

PROPOSAL REFERENCE	
Proposal: 1-9R2NN5	Date: 9/5/2007
Siemens' REPRESENTATIVE	
Elizabeth Dermody	

### 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

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.

### AGNETOM 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.

SUBMITTED BY: \_\_\_\_\_ (signature)  
NAME: Elizabeth Dermody  
TITLE: Siemens' REPRESENTATIVE  
DATE: 9/5/2007

CUSTOMER'S ACCEPTANCE:

BY: \_\_\_\_\_ (signature)  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

**Siemens Medical Solutions USA, Inc.**

51 Valley Stream Parkway, Malvern PA 19355

**ADVANCED RADIOLOGY****PROPOSAL REFERENCE**

Proposal: 1-9R2NN5 Date: 9/5/2007

<u>Quote #</u>	<u>Quote Name</u>	<u>Revision</u>	<u>Terms of Payment</u>
1-9R2CVX	MAGNETOM Espree	1	10% Down, 80% Delivery, 10% Installation

**FOB: Destination**

**RELEVANT Items for Quote #1-9R2CVX Revision 1 ( Included in Contract Total )**

<u>Qty</u>	<u>Part #</u>	<u>Description</u>	<u>Extended Net Price</u>
<b><u>MAGNETOM Espree</u></b>			

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 PhoenixTim 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

**PROPOSAL REFERENCE**

Proposal: 1-9R2NN5 Date: 9/5/2007

**RELEVANT Items for Quote #1-9R2CVX Revision 1 ( Included in Contract Total )**

Qty	Part #	Description	Extended Net Price
1	<b>14405343</b>	<b>I-class #Tim</b>  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	
	<b>14401432</b>	<b>Tim [32x8] Z-engine #Es</b>  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	<b>14401433</b>	<b>Label Tim [32x8] #Es</b>  Label on the front cover displaying the Tim level of the system.	
1	<b>08464872</b>	<b>PC Keyboard US english #Av</b>  Standard PC keyboard with 101 keys.	
1	<b>14401434</b>	<b>Cover Satin White #Es</b>  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

Siemens Medical Solutions USA, Inc.

51 Valley Stream Parkway, Malvern PA 19355

## ADVANCED RADIOLOGY

### PROPOSAL REFERENCE

Proposal: 1-9R2NN5 Date: 9/5/2007

### RELEVANT Items for Quote #1-9R2CVX Revision 1 ( Included in Contract Total )

Qty	Part #	Description	Extended Net Price
1	<b>14401451</b>	<b>Standard Patient Matrix Table #Es</b>  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.	
	<b>14407343</b>	<b>CP Flex Coil Package #Tim</b>  The CP Flex Coil Kit offers a set of flexible coils which enables easy and quick examinations of a large variety of different anatomies. following items are included:CP Flex coil, large - Wrap-around coil made of soft and flexible material - For applications such as imaging of large regions, e.g. medium to large shoulders, hip and kneeCP Flex coil, small - Wrap-around coil made of soft and flexible material - For applications such as imaging of small regions, e.g. small to medium shoulders, wrist, elbow and ankleFlex Coil Interface - For connection of e.g. the large or small CP Flex coil	
1	<b>08464989</b>	<b>PMU Bluetooth Physio Control #Av</b>  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	<b>07820058</b>	<b>iPAT Extensions #Av</b>  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.	

Siemens Medical Solutions USA, Inc.

51 Valley Stream Parkway, Malvern PA 19355

## ADVANCED RADIOLOGY

### PROPOSAL REFERENCE

Proposal: 1-9R2NN5 Date: 9/5/2007

### RELEVANT Items for Quote #1-9R2CVX Revision 1 ( Included in Contract Total )

Qty	Part #	Description	Extended Net Price
1	<b>14405224</b>	<b>Composing syngo #Tim</b> 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.	
	<b>07820074</b>	<b>Inline Diffusion #Av</b> Automatic real-time calculation of trace-weighted images and ADC maps with Inline technology to single-shot diffusion-weighted EPI.	
1	<b>07820082</b>	<b>Inline Perfusion #Av</b> 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	<b>14402527</b>	<b>SWI #Tim</b> 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	<b>08464765</b>	<b>CISS &amp; DESS #Av</b> Advanced 3D imaging sequences and protocols which are unique to Siemens: 3D DESS and 3D CISS	

**emens Medical Solutions USA, Inc.**

51 Valley Stream Parkway, Malvern PA 19355

**ADVANCED RADIOLOGY****PROPOSAL REFERENCE**

Proposal: 1-9R2NN5 Date: 9/5/2007

**RELEVANT Items for Quote #1-9R2CVX Revision 1 ( Included in Contract Total )**

Qty	Part #	Description	Extended Net Price
1	08464815	<b>Body Matrix Coil #Av</b>  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	08464823	<b>PA Matrix Coil #Av</b>  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 each. Operates 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 First. Both legs are independently covered with coil elements, maximizing the coil filling factor and the signal-to-noise ratio. No coil tuning. Includes special non-ferromagnetic coil cart for safe, user-friendly storage. iPAT-compatible. High-resolution angiography of both legs incl. pelvis with highest signal-to-noise ratio. Visualization of the iliac arteries and aorta be combined with: Head Matrix Coil Neck Matrix Coil Spine Matrix Coil Body Matrix Coils (up to 3). All flexible coils (e.g. CP Flex coil, small, CP Flex coil, large)	

## Siemens Medical Solutions USA, Inc.

51 Valley Stream Parkway, Malvern PA 19355

## ADVANCED RADIOLOGY

56 Quarry Rd.  
Trumbull, CT 06611

### PROPOSAL REFERENCE

Proposal: 1-9R2NN5 Date: 9/5/2007

### RELEVANT Items for Quote #1-9R2CVX Revision 1 ( Included in Contract Total )

Qty	Part #	Description	Extended Net Price
1	14405255	<b>Breast Matrix Coil #Tim</b>  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 examinations with Body Matrix coilFlex coils characteristic starting with SW version syngo MR B15: includes reference tube for quantitative spectroscopy	
1	14405244	<b>Shoulder Array Coil #Es</b>  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	<b>CP Extremity Coil #Av</b>  Circularly Polarized no-tune transmit/receive coil for joint examinations in the region of the lower extremities.	

### MR Console Tables and Containers

1	07275907	Console Desk Syngo 1.2m #MR
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Siemens Medical Solutions USA, Inc.

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ADVANCED RADIOLOGY

PROPOSAL REFERENCE

Proposal: 1-9R2NN5 Date: 9/5/2007

**RELEVANT Items for Quote #1-9R2CVX Revision 1 ( Included in Contract Total )**

Qty	Part #	Description	Extended Net Price
1	07090207	Computer Housing Syngo #MR	
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.	
1	14401476	Venting kit air freight 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 30/60 H,S,SON	
1	08465481	Chiller, 60 Hz #Av The KKT KCC 215 is a dedicated MAGNETOM Avanto and Espre 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 #Avanto, Espre Power cable for the UPS-system UPS Powerware PW 9125-3000i (8857810) at the ACC of the MAGNETOM Avanto and Espre for backing up the computer. cable length 9 m.	

Siemens Medical Solutions USA, Inc.

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**PROPOSAL REFERENCE**

Proposal: 1-9R2NN5 Date: 9/5/2007

**RELEVANT Items for Quote #1-9R2CVX Revision 1 ( Included in Contract Total )**

Qty	Part #	Description	Extended Net Price
<b><u>MAGNETOM Espree - Local</u></b>			
1	MR_STD_RIG_INST	MR Standard Rigging and Installation	
1	4MR5142869	Armrest #MR	
1	MR_APPLS_5_3	MR Application Training	
1	MR_TRAIN_NOTE	Training Timeframe Special Note	
1	CHILINST_AVT	Chiller Start-up and Warranty for TIM	
1	MR_SYNGO	Basic syngo training (2 tech)	

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## ADVANCED RADIOLOGY

### PROPOSAL REFERENCE

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### RELEVANT Items for Quote #1-9R2CVX Revision 1 ( Included in Contract Total )

Qty	Part #	Description	Extended Net Price
1	MR_ADV_SYNGO	Advanced syngo training course	
1	MR_BASIC1	MR Imaging Basics:Concepts & Application	
1	MR_TRAVEL_PKG1	Travel pckg.f.1attend.to a SMS train.Ctr	
1	MR_USER_SEM	Annual technologist users seminar	
1	MR_TRAVEL_PKG1	Travel pckg.f.1attend.to a SMS train.Ctr	

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**ADVANCED RADIOLOGY**56 Quarry Rd.  
Trumbull, CT 06611**PROPOSAL REFERENCE**

Proposal: 1-9R2NN5 Date: 9/5/2007

**OPTIONAL Items for Quote #1-9R2CVX Revision 1 ( Not Included in Contract Total )**

Qty	Part #	Description	Extended Net Price
1	08464815	<b>Body Matrix Coil #Av</b>  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	\$25,200
1	14401436	<b>PMU Display Satin White #Es</b>  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.	\$10,800
1	08464732	<b>Advanced Cardiac #Av</b>  This package contains BEAT, special sequences and scan protocols for advanced MR examinations of the heart. enables comprehensive cardiac MR examinations covering morphology, function, tissue characterization, coronary imaging, plaque characterization and much more.	\$18,000
1	14402526	<b>BLADE #Tim</b>  Motion insensitive multi-shot Turbo Spin Echo (TSE) sequence with inter-shot motion correction for in-plane motion in all body regions.	\$36,000

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ADVANCED RADIOLOGY

**PROPOSAL REFERENCE**

Proposal: 1-9R2NN5 Date: 9/5/2007

**OPTIONAL Items for Quote #1-9R2CVX Revision 1 ( Not Included in Contract Total )**

Qty	Part #	Description	Extended Net Price
1	14402595	syngo Expert-i This software application enables support by "remote staff" (connected via network only) for planning and processing.	\$8,640

# SIEMENS

Siemens Medical Solutions USA, Inc.

51 Valley Stream Parkway, Malvern PA 19355

## ADVANCED RADIOLOGY

### PROPOSAL REFERENCE

Proposal: 1-9R2NN5 Date: 9/5/2007

Extended Contract Total: **\$1,711,014**

( 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.

51 Valley Stream Parkway, Malvern PA 19355

### 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

## Siemens Medical Solutions USA, Inc.

51 Valley Stream Parkway, Malvern PA 19355

### Terms and Conditions of Sale

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.

#### EXPORT TERMS

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 noncancelable 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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### Terms and Conditions of Sale

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, INEFFICIENCY 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

### Terms and Conditions of Sale

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 by 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 programmable 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, or 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 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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## 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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ITS ESSENTIAL PURPOSE.**

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from third parties, the following additional provisions shall apply:

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

(b) Licensee is licensed to use the Software to provide only the  
limited functionality (specific tasks or processes) for which the  
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license specifically prohibits any other use of the software programs or  
functions, or inclusion of additional software programs or functions  
that do not directly support the limited functionality, on the Designated  
Unit. If Licensee uses the Designated Unit to access or utilize the  
services or functionality of Microsoft Windows Server products (such  
as Microsoft Windows NT Server 4.0 (all editions) or Microsoft  
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permit workstation or computing devices to access or utilize the  
services or functionality of Microsoft Windows Server products,  
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Licensee should refer to the end user license agreement for its  
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(c) The Software may contain support for programs written in Java.  
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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 Warranty<sup>1</sup></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.

<sup>1</sup> 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.





Start **1055 Post Rd**  
**Fairfield, CT 06824**  
 End **60 Round Hill Rd**  
**Fairfield, CT 06824**  
 Travel 0.1 mi

**Save trees. Go green!**  
 Download Google Maps for mobile  
 Text maps to 466453

**1055 Post Rd**  
**Fairfield, CT 06824**

Drive: 0.1 mi

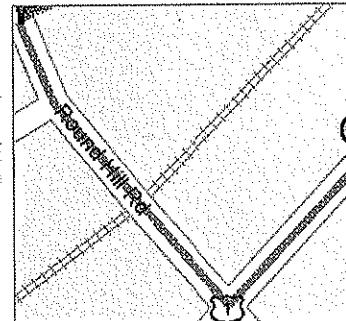
1. Head southwest on Post Rd toward Round Hill Rd	174 ft
→ 2. Turn right at Round Hill Rd	328 ft

**60 Round Hill Rd**  
**Fairfield, CT 06824**

These directions are for planning purposes only. You may find that construction projects, traffic, or other events may cause road conditions to differ from the map results.

Map data ©2007 NAVTEQ™

### Overview



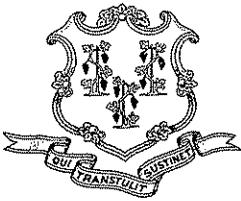
### Start



### End



Map data ©2007 NAVTEQ™



STATE OF CONNECTICUT  
OFFICE OF HEALTH CARE ACCESS

M. JODI RELL  
GOVERNOR

CRISTINE A. VOGEL  
COMMISSIONER

September 20, 2007

Jennifer Groves, Esq.  
Updike, Kelly & Spellacy, P.C.  
One Century Tower  
265 Church Street  
New Haven, CT 06510-7002

Re: Letter of Intent; Docket Number: 07-31034  
Advanced Radiology Consultants, L.L.C.  
Acquisition of a New Open MRI Scanner and Relocation of an Existing CT  
Scanner for a Newly Constructed Fairfield Office  
Notice of Letter of Intent

Dear Attorney Groves:

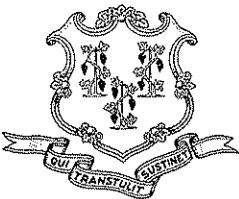
On September 7, 2007, the Office of Health Care Access ("OHCA") received the Letter of Intent ("LOI") Form of Advanced Radiology Consultants, L.L.C. ("Applicant") for the Acquisition of a New Open MRI Scanner and Relocation of an Existing CT Scanner for a Newly Constructed Fairfield Office project, at a total capital expenditure of \$1,831,014.

A notice to the public regarding OHCA's receipt of a LOI was published in *The Connecticut Post* pursuant to Section 19a-639 of the Connecticut General Statutes. Enclosed for your information is a copy of the notice to the public.

Sincerely,

Kimberly R. Martone  
Certificate of Need Supervisor

KRM:lmg



STATE OF CONNECTICUT  
OFFICE OF HEALTH CARE ACCESS

M. JODI RELL  
GOVERNOR

CRISTINE A. VOGEL  
COMMISSIONER

September 20, 2007

Requisition # HCA08-054  
Fax: (203) 384-1158

Connecticut Post  
410 State Street  
Bridgeport, CT 06604-4560

Gentlemen/Ladies:

Please make an insertion of the attached copy, in a single column space, set solid under legal notices, in the issue of your newspaper by no later than **Monday, September 24, 2007**.

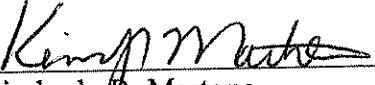
Please provide the following **within 30 days** of publication:

- Proof of publication (copy of legal ad. acceptable) showing published date along with the invoice.

If there are any questions regarding this legal notice, please contact Jack Huber at (860) 418-7001.

KINDLY RENDER BILL IN DUPLICATE ATTACHED TO THE TEAR SHEET.

Sincerely,

  
\_\_\_\_\_  
Kimberly R. Martone  
Certificate of Need Supervisor

Attachment

KRM:JH:lmg

c: Sandy Salus, OHCA

**PLEASE INSERT THE FOLLOWING:**

Statute Reference:	19a-639
Applicant:	Advanced Radiology Consultants, L.L.C.
Town:	Fairfield
Docket Number:	07-31034
Proposal:	Acquisition of a New Open MRI Scanner and Relocation of an Existing CT Scanner for a Newly Constructed Fairfield Office
Capital Expenditure:	\$1,831,014

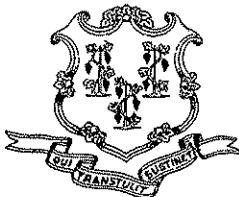
The Applicant may file its Certificate of Need application between November 6, 2007 and January 5, 2008. Interested persons are invited to submit written comments to Cristine A. Vogel, Commissioner Office of Health Care Access, 410 Capitol Avenue, MS13HCA P.O. Box 340308 Hartford, CT 06134-0308.

The Letter of Intent is available for inspection at OHCA. A copy of the Letter of Intent or a copy of Certificate of Need Application, when filed, may be obtained from OHCA at the standard charge. The Certificate of Need application will be made available for inspection at OHCA, when it is submitted by the Applicant.

\*\*\*\*\*  
\*\*\* TX REPORT \*\*\*  
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TRANSMISSION OK

TX/RX NO	2623
RECIPIENT ADDRESS	912033841158
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M. JODI RELL  
GOVERNOR

**STATE OF CONNECTICUT**  
OFFICE OF HEALTH CARE ACCESS

CRISTINE A. VOGEL  
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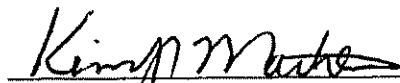
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Sincerely,

  
\_\_\_\_\_  
Kimberly R. Martone

STATE OF CONNECTICUT LETTER OF INTENT	
Statute Reference:	19a - 539
Applicant:	Advanced Radiology Consultants, L.L.C.
Town:	Fairfield
Docket No.	07-31034
Proposal:	Acquisition of a New Open MRI Scanner and Relocation of an Existing CT Scanner for a newly constructed Fairfield office.
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