



Washington Township Hospital Development Corporation

2000 Mowry Avenue, Fremont, CA 94538-1716

April 14, 2022

MEETING NOTICE

Welcome to the April 18, 2022 meeting of the Washington Township Hospital Development Corporation Board of Directors. The meeting will commence at 7:30 a.m.

Join the Zoom Meeting:

<https://zoom.us/j/93465718528?pwd=ZGF1OWV5NThPaE94ek9lYWJNMnVmQT09>

Passcode: 894190

Dial by your location + 1 669 219 2599

Meeting ID: 934 6571 8528

Passcode: 894190

Portions of this meeting held may be in closed session in accordance with Sections of California Health & Safety Code and Sections of the California Government Code.

In compliance with the Americans with Disabilities Act, if you need assistance to participate in this meeting, please contact the Recording Secretary at (510) 818-7839. Notification two working days prior to the meeting will enable the Recording Secretary To make reasonable arrangements to ensure accessibility to this meeting.

This notice is posted in pursuant to Section 54954 of the Government Code.

Diana Venegas

Diana Venegas

Recording Secretary

Kimberly Hartz, Chief Executive Officer

Ohlone College Student Health Center • Washington Medical Billing • Washington Outpatient Rehabilitation Center
Washington Outpatient Surgery Center • Peninsula Surgery Center • Washington Radiation Oncology Center • Washington Sports Medicine
Washington Township Medical Foundation

Certificate of Posting

I certify that on April 14, 2022, I posted a copy of the foregoing Meeting Notice near the regular meeting place of the Board of Directors of the Washington Township Hospital Development Corporation Board, said time being at least 72 hours in advance of the meeting of the Board of Directors (Government Code Section 54954.2)

Executed at Fremont, California, on April 14, 2022.

Diana Venegas

Diana Venegas, Recording Secretary



Washington Township Hospital Development Corporation

2000 Mowry Avenue, Fremont, CA 94538-1716

BOARD OF DIRECTORS' MEETING WASHINGTON TOWNSHIP HOSPITAL DEVELOPMENT CORPORATION

Monday, April 18, 2022 – 7:30 A.M.

2000 Mowry Avenue, Fremont, CA 94538

Meeting Conducted via Zoom

<https://zoom.us/j/93465718528?pwd=ZGF1OWV5NThPaE94ek9lYWJNMnVmQT09>

Dial by your location + 1 669 219 2599 (San Jose, CA)

Meeting ID: 934 6571 8528

Passcode: 894190

AGENDA

- | | PRESENTED BY: |
|--|---|
| I. CALL TO ORDER | <i>Benn Sah, M.D.
Board President</i> |
| II. ROLL CALL | <i>Diana Venegas
Recording Secretary</i> |
| III. BROWN ACT FINDING
GOVERNMENT Code § 54953(e)(3)(B)(ii) | <i>Motion Required</i> |
| IV. CONSIDERATION OF MINUTES OF
January 17, 2022 | <i>Motion Required</i> |
| V. EDUCATION SESSION
WHHS's application to Alameda County for Level II
Trauma Service Designation | <i>Donald Pipkin, Chief of
Strategic Management
& Angus Cochran,
Chief of Community &
Support Service</i> |
| VI. COMMUNICATIONS | |
| A. Oral | <i>Benn Sah
Board President</i> |
| B. Written | |
| • Resignation letter of Miro Garcia, effective
March 7, 2022 | |

VII. REPORTS

PRESENTED BY:

A. Chief Executive Officer Report

*Kimberly Hartz
Chief Executive Officer*

B. Financial Report

*Chris Henry
Vice President and
Chief Financial Officer*

VIII. ACTION

A. Approval of Corporate Guaranty in Connection with Arthrex Lease Agreement

Motioned Required

B. Consideration of the Purchase of Vox Centralized Patient Contact Center Software

C. Consideration of approval of the Revised Washington Township Hospital Development Corporation Corporate Compliance Program

D. Consideration of purchase and install of the Siemens SOMATOM go.Sim CT Machine and Phantom Tool for the Radiation Oncology Center

E. Consideration of the Election of New Board Members of Washington Township Medical Foundation

IX. ADJORN TO CLOSED SESSION

A. Conference involving trade secrets pursuant to Health & Safety Code, Section 32106

*Benn Sah, M.D.
Board President*

B. Consideration of Closed Session Minutes: January 17, 2022

Motion Required

X. RECONVENE TO OPEN SESSION

Report on *permissible actions* taken during Closed Session

*Benn Sah, M.D.
Board President*

XI. ADJOURNMENT

Washington Township Hospital Development Corporation
Board of Directors' Meeting
April 18, 2022

NEXT MEETING: MONDAY, JULY 18, 2022 - 7:30AM - 9:00AM

In compliance with the Americans with Disabilities Act, if you need assistance to participate in this meeting, please contact the Recording Secretary at (510) 818-7839. Notification two working days prior to the meeting will enable the District to make reasonable arrangements to ensure accessibility to this meeting.

**CONSIDERATION OF MINUTES OF
January 17, 2022**

Washington Township Hospital Development Corporation
January 17, 2022

The meeting of the Board of Directors of the Washington Township Hospital Development Corporation was held on January 17, 2022, via Zoom. Chairman Sah called the meeting to order at 7:36 a.m.

CALL TO ORDER

Roll Call was taken. Directors Present: Russ Blowers, Steven Chan, D.D.S., Miro Garcia, Sue Querner, Benn Sah, M.D.

ROLL CALL

Absent: None

Also present: Kimberly Hartz, Chief Executive Officer; Ed Fayen, Executive Vice President & Chief of Operations; Chris Henry, Vice President and Chief Financial Officer; Walter Choto, Chief of Ambulatory Care Services; Paul Kozachenko, Attorney; and Diana Venegas, Recording Secretary.

Director Sah welcomed any members of the general public to the meeting. He noted that in order to continue to protect the health and safety of the members of the Board, District staff, and members of the public from the dangers posed by the SARS-CoV-2 virus, the Brown Act allows a local agency to continue to hold its meetings remotely as opposed to being required to meet in-person.

Section 54953(e) (3) of the Government Code requires that the Board make certain findings every 30 days to continue meeting remotely. One such finding is that “state or local officials continue to impose or recommend measures to promote social distancing.” The Alameda County Health Officer continues to recommend social distancing and the wearing of masks indoors, as referenced by the Alameda County Health Care Services Public Health Department COVID-19 website at www.covid-19.acgov.org.

In accordance with District law, policies, and procedures, Director Blowers moved that the Board of Directors make the finding required by Section 54953(e)(3)(B)(ii) of the Government Code that “state or local officials continue to impose or recommend measures to promote social distancing.” Director Chan seconded the motion.

Roll call was taken:

- Benn Sah, MD – aye
- Steven Chan, DDS – aye
- Russ Blowers – aye
- Miro Garcia – aye
- Sue Querner – aye

The motion unanimously carried and the finding is affirmed.

Washington Township Hospital Development Corporation
January 17, 2022

A motion was made by Director Blowers, seconded by Director Chan to approve the minutes of the meeting of December 21, 2021.

***APPROVAL OF
MINUTES
December 21, 2021***

Roll call was taken:

- Benn Sah, MD – aye
- Steven Chan, DDS – aye
- Russ Blowers – aye
- Miro Garcia – aye
- Sue Querner – aye

The motion unanimously carried.

Mr. Kozachenko reviewed Article 4 of the Amended and Restated Bylaws as it pertains to the election of officers for the DEVCO Board of Directors. Director Chan moved for the following slate of Board officers for the remainder of the calendar year 2022:

***ACTION ITEM
Election of Officers
pursuant to Amended
and Restated Bylaws,
Article 4.***

- President: Benn Sah, MD
- First Vice President: Russ Blowers
- Second Vice President: Miro Garcia
- Treasurer: Sue Querner
- Secretary: Steven Chan, D.D.S.

Director Blowers seconded the motion.

Roll call was taken:

- Benn Sah, MD – aye
- Steven Chan, DDS – aye
- Russ Blowers – aye
- Miro Garcia – aye
- Sue Querner – aye

The motion unanimously carried. Director Sah will continue as President of the Board for 2022.

There were no written or oral communication.

COMMUNICATIONS

Washington Township Hospital Development Corporation
January 17, 2022

Ms. Hartz provided a COVID-19 update, commenting on the number of patients and their vaccination status. She also addressed staffing challenges and how they are being addressed, and finally reported on the employee booster vaccination mandate and the deadline for all eligible employees to receive their booster by February 1, 2022.

**CHIEF EXECUTIVE
OFFICER REPORT**

Ms. Hartz reported the Stroke Joint Commission Survey on December 21st, 2021 was very successful with no major findings.

Ms. Hartz provided an update on the Trauma Center discussion with the County. The County has contracted a third party consulting firm to evaluate the need for an additional trauma site in the county. Both Washington Hospital and Stanford Valley Care have expressed an interest.

Ms. Hartz reported on recruitment efforts in WTMF:

- Dr. Mark Liang, Internal Medicine – Dr. David Cheng will be retiring and his practice will be transitioning to WTMF with Dr. Mark Liang as the provider for the practice – start date 4/19.
- Dr. Devin Zarkowsy, Vascular Surgeon – His anticipated start date is May/June.
- Dr. Zarkowsky is replacing Dr. Gabriel Herscu who will be practicing out of the area.
- Dr. Nowwar Mustafa, Interventional Cardiologist – His start date is 6/20.
- Dr. Patricia Araj Tenold, Pediatrician – She is starting on 3/1.

In addition, Ms. Harzt provided an update that WTMF is in the process of working with the Clarion Group to establish a strategic map for the Foundation.

**FINANCIAL
REPORT**

Chris Henry reviewed the DEVCO Financial Report for November 2021

Paul Kozanchenko provided an overview of Resolution #45 to Approve Delegation of Secretary Duties. The motion was made by Director Blowers and second by Director Chan.

**ACTION ITEM:
RESOLUTION #45
SECRETARY
DUTIES**

Roll call was taken:

- Benn Sah, M.D. – aye
- Steven Chan, M.D. - aye
- Russ Blowers - aye
- Miro Garcia - aye
- Sue Querner – aye

*Washington Township Hospital Development Corporation
January 17, 2022*

Paul Kozachenko provided an overview of Resolution #46 to Approve Delegation of Treasurer Duties.

***ACTION ITEM:
RESOLUTION #46
TREASURER
DUTIES***

A motion was made by Director Sah for the approval of Resolution #46 to Approve Delegation of Treasurer Duties. The motion was seconded by Director Chan.

Roll call was taken:

- Benn Sah, MD – aye
- Steven Chan, DDS – aye
- Russ Blowers – aye
- Miro Garcia – aye
- Sue Querner – aye

Paul Kozachenko provided an overview of the Peninsula Surgery Center Guaranty Lease Language.

***ACTION ITEM:
APPROVAL OF
PENINSULA
SURGERY CENTER
LEASE LANGUAGE***

Peninsula Surgery Center (PSC) is in the process of receiving final accreditation. In order to be ready to see patients, the PSC will need to acquire certain equipment. The Lease agreement is between PSC and General Electric is for a super C-arm with a list price of \$209,800 and a net price of \$133,519. The Lease Agreement would allow PSC to finance the acquisition of the Super C-arm over 48 months. Given that the PSC does not have any history of operations, General Electric insists that DEVCO be the Lease Guaranty.

A motion was made by Director Sah for the approval of the Peninsula Surgery Center Guaranty Lease Language. The motion was seconded by Director Chan.

Roll call was taken:

- Benn Sah, MD – aye
- Steven Chan, DDS – aye
- Russ Blowers – aye
- Miro Garcia – aye
- Sue Querner – aye

Director Sah adjourned the meeting to closed session at 8:40 am. Director Sah stated that the public has a right to know what, if any, reportable action takes place during closed session. Since this is a Zoom session and we have no way of knowing when the closed session will end, the public was informed they could contact the Recording Secretary for the Board's report beginning January 18,

***ADJOURN TO
CLOSED SESSION***

Washington Township Hospital Development Corporation
January 17, 2022

2022. He indicated that the minutes of this meeting will reflect any reportable actions.

Chairman Sah adjourned the meeting to open session at 8:56 a.m. He reported that no action was taken in the closed session. **ADJOURN TO OPEN SESSION**

There being no further business, Director Sah adjourned the meeting at 8:58 a.m. **ADJOURNMENT**

The next meeting is currently scheduled for April 18, 2022 at 7:30 a.m. **NEXT SCHEDULED DEVCO BOARD MEETING**

Benn Sah, M.D.
President

Steven Chan, D.D.S.
Secretary

COMMUNICATIONS

02/20/2022 10:00 AM

March 7, 2022

Dear Ms Kimberly Hartz

(CEO of Washington Township Hospital Development Corporation)

After much consideration, I write this letter as a notice for my resignation as a board member of Washington Township Hospital Development Corporation, effective immediately. I have been honored to be part of your institution for many years. The commitment, zeal, passion, and leadership shown by you, and the rest of the board members are incredible.

It would have been my pleasure to remain a part of this dedicated team but due to my advanced age and declining cognizance, it will serve the Board better by having someone who will a better fit for the position.. .

Thank you for the opportunity to serve on the board. I have learned a lot, and I wish the board and the entire institution success.

Thank you.

Oldemiro Garcia



FINANCIAL REPORT

**Washington Township Hospital
Development Corporation
Summary Income Statement
February 2022**

Current Month				Year - To - Date			
Actual	Budget	Favorable/(Unfavorable)		Actual	Budget	Favorable/(Unfavorable)	
		Variance	%			Variance	%
1,746	1,716	30	1.7%	13,545	14,472	(927)	(6.4%)
218	240	(22)	(9.2%)	2,045	2,098	(53)	(2.5%)
1,964	1,956	8	0.4%	15,590	16,570	(980)	(5.9%)
3,878,365	6,266,370	(2,388,005)	(38.1%)	32,535,352	51,703,535	(19,168,183)	(37.1%)
829,325	894,475	(65,150)	(7.3%)	7,089,679	7,381,120	(291,441)	(3.9%)
4,707,690	7,160,845	(2,453,155)	(34.3%)	39,625,031	59,084,655	(19,459,624)	(32.9%)
2,202,849	3,702,940	1,500,091	40.5%	16,613,168	30,280,355	13,667,187	45.1%
56.8%	59.1%	2.3%		51.1%	58.6%	7.5%	
2,504,841	3,457,905	(953,064)	(27.6%)	23,011,863	28,804,300	(5,792,437)	(20.1%)
929,708	811,690	(118,018)	(14.5%)	7,427,260	6,918,856	(508,404)	(7.3%)
264,452	288,569	24,117	8.4%	2,235,107	2,383,064	147,957	6.2%
362,953	700,467	337,514	48.2%	3,442,454	5,610,789	2,168,335	38.6%
217,083	252,679	35,596	14.1%	2,143,787	2,200,236	56,449	2.6%
270,546	376,449	105,903	28.1%	2,212,443	2,962,138	749,695	25.3%
112,147	195,086	82,939	42.5%	961,679	1,632,198	670,519	41.1%
26,724	26,187	(537)	(2.1%)	223,893	232,047	8,154	3.5%
477,315	468,092	(9,223)	(2.0%)	3,884,170	3,800,511	(83,659)	(2.2%)
184,809	169,870	(14,939)	(8.8%)	1,438,518	1,457,628	19,110	1.3%
2,845,737	3,289,089	443,352	13.5%	23,969,311	27,197,467	3,228,156	11.9%
(340,896)	168,816	(509,712)	(301.9%)	(957,448)	1,606,833	(2,564,281)	(159.6%)
(92,601)	123,040	215,641	175.3%	81,090	1,174,771	1,093,681	93.1%
(248,295)	45,776	(294,071)	(642.4%)	(1,038,538)	432,062	(1,470,600)	(340.4%)

**“OPEN SESSION”
ACTION ITEMS**

**APPROVAL OF CORPORATE GUARANTY
IN CONNECTION WITH ARTHREX LEASE
AGREEMENT**



Memorandum

DATE: April 14, 2022

TO: Washington Township Hospital Development Corporation Board of Directors

FROM: Kimberly Hartz, Chief Executive Officer

SUBJECT: Approval of Corporate Guaranty in Connection with Arthrex Lease Agreement

In November 2019, the Washington Township Hospital Development Corporation (“DEVCO”) agreed to participate in the ownership and operation of an ambulatory surgery center (“ASC”) at 350 Marine Parkway in Redwood City, California. The ASC is referred to as the “Peninsula Surgery Center.”

The Peninsula Surgery Center is nearing final regulatory approval, allowing physicians to begin treating patients. Peninsula Surgery Center needs to acquire the shoulder surgery equipment via a Lease credit arrangement with Arthrex Credit. The Lease Agreement requires three payments of \$35,607.35 annually over a three-year term. Given that Peninsula Surgery Center has not yet started operations, Arthrex Credit required DEVCO to Guaranty the Lease Agreement. Since the DEVCO Board meets quarterly, in order not to delay ordering the equipment, I executed the Corporate Guaranty. The Corporate Guaranty and the Lease Agreement are attached to this memo. I ask that this Board ratify the execution of the Corporate Guaranty.

Recommended Action: The DEVCO Board should adopt the following motion:

Move, that the Chief Executive Officer’s execution of the Corporate Guaranty, is hereby ratified and approved.

CORPORATE GUARANTY

Guarantor: Washington Township Hospital Development Corporation

Customer: PENINSULA SURGERY CENTER, LLC

Obligations: All obligations of any kind owing directly or by assignment from Customer to ARTHREX CREDIT ("Company") by and between Customer and Company and those incurred or to be incurred in connection with any financing to be provided by Company.

As an inducement for and in consideration of any loan, lease or other financial accommodation heretofore, or hereafter at any time made or granted to Customer by Company in connection with the above referenced Obligations, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, Guarantor unconditionally guarantees to Company, its successors and assigns, that the Customer will absolutely, unconditionally, fully, promptly and faithfully perform, pay and discharge each and every payment required to be made in connection with the Obligations, including, without limitation, all periodic installments as well as all sums payable thereunder upon default of such Obligations by Customer, irrespective of any invalidity therein, the unenforceability thereof or the insufficiency, invalidity or unenforceability of any security therefor, without first requiring Company to proceed against Customer or any other person or to liquidate the collateral securing the Obligations. Guarantor expressly acknowledges and agrees that this Guaranty is a guaranty of payment, not a guaranty of collection. Guarantor further expressly acknowledges and agrees that if a petition in bankruptcy or a petition for an arrangement or reorganization of Customer under the bankruptcy laws or a petition for the appointment of a receiver for Customer or any of Customer's property is filed by or against Customer, or if Customer shall make an assignment for the benefit of creditors or shall become insolvent, all indebtedness of Customer shall, for purposes of this Guaranty, be deemed at Company's election to have become immediately due and payable.

Guarantor is either financially interested in the Customer or will receive other benefits as a result of Guarantor's promise. Guarantor is now adequately informed of Customer's financial condition, and Guarantor agrees to keep so informed. Company is not required to provide Guarantor with any present or future information concerning the financial condition of the Customer. Guarantor has not relied on financial information furnished by Company.

Guarantor waives notice of acceptance hereof and of presentment, demand, protest and notice of non-payment or protest as to any note or obligation signed, accepted, endorsed, or assigned to Company by Customer, and all exemptions and homestead laws and any other demands and notices required by law. Guarantor further waives all setoffs and counterclaims. Company may, without notice to Guarantor, renew, extend, modify, and/or amend any Obligations of Customer and/or of any Co-Guarantors, may accept partial payments, collect or otherwise liquidate the Obligations and/or any security therefor in any manner, consent to the transfer of such security and bid and purchase at any sale, without affecting or impairing the liability of Guarantor. In the event any Guarantor is an individual, this Guaranty shall not be discharged or affected by the death of Guarantor. As further consideration for the loan, lease or other financial accommodation by Company to Customer and as a material inducement to Company to make the same and accept this Guaranty, Guarantor hereby irrevocably waives, disclaims and relinquishes all claims against Customer which Guarantor otherwise has or would have by virtue of having executed this Guaranty, specifically including but not limited to all rights of indemnity, contribution or exoneration.

Guarantor covenants and agrees that for so long as this Guaranty remains in effect, Guarantor will not, without Company's prior written consent, which consent shall not be unreasonably withheld, sell, mortgage or pledge any of Guarantor's real or personal property, or otherwise undertake any other act which would have a material adverse effect upon Guarantor's financial condition. Guarantor authorizes Company, its affiliates, related parties, and agents, to obtain credit reports and make other credit inquiries to a credit reporting agency or other aggregator of creditor information that Company determines are necessary and agrees that without further notice to update Company information so long as Customer has any outstanding Obligations. In addition, Guarantor agrees to provide Company with annual financial statements of Guarantor prepared in accordance with generally accepted accounting principles within 90 days after the end of each calendar year and such federal and state tax returns concerning the Guarantor. Guarantor authorizes Company and our agents to contact Guarantor regarding any accounts subject to this Guaranty in any way, such as calling, texting, or using an automated dialer, at any number or email address Guarantor provides to Company, from which Guarantor has contacted Company, or at which Company believes Company can contact Guarantor, even if Guarantor is charged for such contact by a provider.

Guarantor further agrees to pay any and all costs, expenses, and attorneys' fees, including attorneys' fees in advance of litigation, at trial and at all levels of appeal, incurred by Company in connection with the enforcement of Company's rights under this Guaranty or the underlying Obligations. As used herein, the term "Guarantor" shall mean all parties executing this Guaranty as Guarantors and all such parties shall be jointly and severally obligated hereunder.

This Guaranty shall be binding upon the respective successors and assigns of Guarantor, and shall inure to the successors and assigns of Company. All of Company's rights and remedies hereunder are cumulative and not alternative.

For information about our privacy practices, please review our privacy statement at lesseedirect.com/usprivacy.

ALL ACTS AND TRANSACTIONS HEREUNDER AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL, AT COMPANY'S OPTION, BE GOVERNED, CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF PENNSYLVANIA. GUARANTOR CONSENTS TO THE PERSONAL JURISDICTION OF THE COURTS OF THE STATE OF PENNSYLVANIA AND THE FEDERAL COURTS LOCATED IN PENNSYLVANIA SUCH THAT COMPANY MAY, AT ITS OPTION, SUE THE GUARANTOR IN PENNSYLVANIA. GUARANTOR AGREES NOT TO CLAIM THAT PENNSYLVANIA IS AN INCONVENIENT PLACE FOR TRIAL.

GUARANTOR HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING RELATING TO THIS GUARANTY OR ANY TRANSACTIONS HEREUNDER.

GUARANTOR SIGNATURE	Signature X	<i>Kimberly Hertz</i>
	Print Name X	Kimberly Hertz
	Title X	CEO
	Date X	4/11/2012
	Address X	2000 Moulton Ave
	Phone X	510-797-1111
Legal Name of Guarantor		Washington Township Hospital Development Corporation

17ANC009V1

Arthrex Credit

Lease Agreement ("Lease")

LESSEE	Full Legal Name PENINSULA SURGERY CENTER, LLC				Purchase Order Requisition Number	Phone Number (650) 818-6840
	Billing Address 350 Marine Parkway, Ste 100		City Redwood City	State CA	Zip 94065	County
EQUIPMENT	Make	Model Number	Serial Number	Quantity	Description (Attach Separate Schedule A if Necessary)	
					Quote #s QTE-01058486, QTE-01047752, QTE01104916 & QTE01106986	
PAYMENT INFORMATION	Number of Lease Payments	Lease Payment (PLUS)	Applicable Sales Tax (EQUALS)	Total Lease Payment	Term of Lease In Months	Payment Frequency: <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input checked="" type="checkbox"/> Other ANNUAL
	3	\$35,607.35 +	Applicable =	=	36	End of Lease Option: <input checked="" type="checkbox"/> FMV <input type="checkbox"/> 10% <input type="checkbox"/> \$1 <input type="checkbox"/> Other
					End of Lease Purchase Option shall be FMV unless another option is selected.	
					Security Deposit (PLUS)	First Period Payment (PLUS) Other (EQUALS) Total Payment Enclosed
					+ + = \$0.00	

TERMS AND CONDITIONS

1. Lease: You ("Lessee") agree to lease from us ("Lessor") the equipment (including software and/or software license fees ("Software"), if any, "Equipment") listed above and on any attached schedule (the "Lease"). You authorize us to adjust Lease Payments by up to 15% if the Equipment cost or taxes differ from the supplier's estimate. Further, we may adjust the Lease Payments set forth herein in an amount proportionate to any increase (from the date we calculated your Lease Payments to the date we countersign the Lease) in the interpolated like-term Interest Rate Swap as published in the ICE Report Center daily update referencing USD Rates 1100 (<https://www.theice.com/marketdata/reports/180>). You agree to pay a fee of \$150.00 to reimburse our expenses for preparing financing statements, other documentation costs and on-going administration costs during the Lease term. Security deposits are non-interest-bearing and may be applied to cure a Lease default. If you are not in default, we will return your deposit when the Lease ends, without interest, unless otherwise required by law. If a Payment is not made when due, you will pay us a late charge of 5% for each Payment or \$10.00, whichever is greater. YOU AGREE THAT NO ONE IS AUTHORIZED TO WAIVE OR CHANGE ANY LEASE TERM OR PROVISION. If you are required to report the components of your payments to us hereunder to certain state and/or federal agencies or public health coverage programs such as Medicare, Medicaid, SCHIP or others, we will upon your written request, provide you with a detailed outline of the components of your payment(s) which may include equipment, service, software and other related components.

2. Term: The Lease starts on the day the Equipment is delivered to you ("Commencement Date") and the Lease Payments shall be payable beginning on the Commencement Date or any later date we designate and thereafter until fully paid. If we designate Lease Payments to begin after the Commencement Date, you will pay an Interim Lease Payment for Equipment use for the period from the Commencement Date until the first Lease Payment due date, calculated on the amount of the Lease Payments, the number of days in the period, and a year of 360 days. Your Lease obligations are absolute, unconditional, and are not subject to cancellation, reduction, setoff or counterclaim.

3. Title: Unless you have a \$1.00 purchase option, you own the Equipment and you have the right to use the Equipment during the Lease term, provided you comply with the terms of this Lease. If you have a \$1.00 purchase option or this Lease is deemed to be a security agreement, you grant us a security interest in the Equipment and all proceeds therefrom, and authorize us to file financing statements on your behalf.

4. Equipment Use, Maintenance and Warranties: We are leasing the Equipment to you "AS-IS" AND MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. We transfer to you any manufacturer warranties. You must, at your cost, keep the Equipment in good working condition. If Lease Payments include third-party maintenance and/or service costs, you agree that (i) we are not responsible to provide the maintenance or service, (ii) you will make all maintenance and service related claims to the third party, and (iii) any maintenance or service claims will not impact your Lease Payment obligations. The Equipment cannot be moved from the location above without our prior written consent.

5. Assignment: You agree not to transfer, sell, sublease, assign, pledge or encumber the Equipment or any rights under this Lease without our prior written consent, and if you do, even with our consent, you will still be fully responsible for all your Lease obligations. You agree that we may sell, assign, or transfer ("Transfer") the Lease to a third party, and the third party will have our Transferred rights, but none of our obligations, and such rights will not be subject to any claims, defenses, or setoffs that you may have against us or any supplier.

6. Risk of Loss and Insurance: You shall bear risk of Equipment loss or damage. If any such loss or damage occurs you still must satisfy all of your Lease obligations. You will (i) keep the Equipment insured against all risks of loss or damage for an amount equal to its replacement cost, (ii) list us as the insurance sole loss payee and (iii) give us written proof of the insurance. If you do not provide such insurance, we have the right, without obligation, to obtain insurance against theft and physical damage and add an insurance fee (which may include a profit) to the amount due from you. We have no responsibility for any Equipment losses or injuries and you will reimburse us and defend us against any such claims, which obligation will survive Lease termination. You will obtain and maintain comprehensive public liability insurance naming us as an additional insured with coverages and amounts acceptable to us.

7. Taxes: You agree to pay when due, either directly or as a reimbursement to us, all taxes (including, without limit, sales, use, and personal property) and charges in connection with ownership, lease and use of the Equipment. We may charge you a processing fee for administering property tax filings. You will indemnify us on an after-tax basis against the loss or unavailability of any tax benefits anticipated at the Commencement Date arising out of your acts or omissions. This indemnity will continue even after the termination of this Lease.

8. Default and Remedies: You are in default on this Lease if: a) you fail to pay a Lease Payment or any other amount when due; or b) you breach any other obligation under the Lease or any other lease with us; or c) the Lessee principal owner or any Lease guarantor dies; or d) you or any guarantor becomes insolvent, bankrupt, merges, or is sold. Upon default, we may: a) declare the entire balance of unpaid Lease Payments for the full Lease term immediately due and payable; b) sue you for and receive the total amount due on the Lease plus the Equipment's anticipated end-of-Lease fair market value ("FMV") or fixed price purchase option (the "Residual") with future Lease Payments and Residual discounted to the date of default at the lesser of (i) a per annum interest rate equivalent to that of a U.S. Treasury constant maturity obligation (as reported by the U.S. Treasury Department) that would have a repayment term equal to the remaining Lease term, all as reasonably determined by us; or (ii) 3% per annum; but only to the extent permitted by law; c) charge you interest on all monies due at the rate of 16% per year from the date of default until paid; d) charge you a return-check or non-sufficient funds charge (NSF Charge) of \$25.00 for a check that is returned; and/or e) require you to immediately return the Equipment to us or we may peaceably repossess it. Upon default, you will also pay all expenses including but not limited to reasonable attorneys fees, legal costs, cost of storage and shipping incurred by us in the enforcement and attempted enforcement of any remedies under this Lease. Any return or repossession will not be considered a Lease termination or cancellation. If the Equipment is returned or repossessed we may sell or re-rent the Equipment at terms we determine, at one or more public or private sales, with or without notice to you, and apply the net proceeds (after deducting any related expenses) to your obligations. You remain liable for any deficiency with any excess being retained by us. You agree that if notice of sale is required by law to be given, 10 days notice will constitute reasonable notice. You are also required to pay (i) all expenses incurred by us in connection with enforcement of any remedies, including all expenses of repossessing, storing, shipping, repairing, and selling the Equipment, and (ii) reasonable attorney's fees.

9. End of Lease, Return, Purchase Option, and Renewal: You will give us at least 90 days but not more than 120 days written notice (to our address below) before the initial Lease term (or any renewal term) expiration of your intention to purchase or return the Equipment, whereupon you may: a) purchase all, but not less than all, of the Equipment as indicated above or b) return all of the Equipment in good working condition at your cost how, when and where we direct. If the Equipment is returned to us, you shall remove all patient information from the Equipment prior to return. Any FMV purchase option amount will be determined by us based on the Equipment's in place value. If you don't notify us, or if you don't a) purchase or b) return the Equipment as provided herein, this Lease will automatically renew at the same Payment amount for consecutive 60-day periods. If any Software license ("License") included hereunder passes title to you, such title shall automatically vest and remain in us. If such vesting requires a written conveyance, you hereby convey to us any title you have or hereafter acquire in the Software and relinquish any subsequent title in the Software. If licensors consent is required because the License limits transfers of the Software, then you shall assist us in obtaining consent.

10. Miscellaneous: You agree that the Lease is a Finance Lease as defined in Article 2A of the Uniform Commercial Code ("UCC"). You acknowledge that we have given you the Equipment supplier's name. We hereby notify you that you may have rights under the supplier's contract and may contact the supplier for a description of these rights. You agree that we are authorized, without notice to you, to supply missing information or correct obvious errors in the Lease. This Lease was made in Pennsylvania ("PA"); is deemed to be performed in PA and shall be governed and construed in accordance with the laws of PA. You consent to the non-exclusive jurisdiction, personal or otherwise, in any state or federal court in PA, and waive trial by jury. You agree (i) to waive any and all rights and remedies granted to you under UCC Section 2A-508 through 2A-522, (ii) that the Equipment will only be used for business purposes and not for personal, family, or household use, and will not be moved from the above location without our consent, and (iii) that this Lease may be executed in counterparts and any facsimile, photographic or other electronic transmission and/or electronic signing of this Lease by you when manually countersigned by us or attached to our original signature counterpart and/or in our possession shall constitute the sole original chattel paper as defined in the UCC for all purposes and will be admissible as legal evidence thereof. At our option, we may require a manual signature. We may inspect the Equipment during the Lease term. We shall not be liable to you for indirect, special, or consequential damages. No failure to act shall be deemed a waiver of any rights hereunder. You authorize us to contact you about your accounts in any way, including at any number or email address at which we believe we can reach you, even if you are charged for such contact by a provider.

LESSEE SIGNATURE	You agree that this is a non-cancelable lease. The Equipment is: <input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED	
	Signature <i>X Christopher H. Henry</i>	Date <i>4/11/2022</i>
LESSEE SIGNATURE	Title <i>X Chief Financial Officer</i>	Print Name <i>Christopher H. Henry</i>
	Legal Name of Corporation PENINSULA SURGERY CENTER, LLC	

LESSOR	Arthrex Credit	
	Lease Processing Center, 1111 Old Eagle School Road, Wayne, PA 19087	
LESSOR	PHONE: (800) 275-1415 • FAX: (800) 743-0177	Lease Number
	Commencement Date	Accepted By:

ACCEPTANCE	The Equipment has been received, put in use, is in good working order and is satisfactory and acceptable.	
	Signature	Date
ACCEPTANCE	Print Name	Title

GUARANTY	I unconditionally guaranty prompt payment of all the Lessee's obligations. The Lessor is not required to proceed against the Lessee or the Equipment or enforce other remedies before proceeding against me. I waive notice of acceptance and all other notices or demands of any kind to which I may be entitled. I consent to any extensions or modification granted to the Lessee effect in the event of my death and may be enforced by or for the benefit of any assignee or successor of the Lessor. This guaranty is governed by and constituted in accordance with the Laws of the Commonwealth of Pennsylvania and I consent to non-exclusive jurisdiction in any state or federal court in Pennsylvania and waive trial by jury.	
	Signature <i>X</i>	Date

14ARTH001v3



Quote
1/12/2022



Ship To: 2000047845	PENNISULA SURGERY CENTER LLC 350 MARINE PKWY STE 100 REDWOOD CITY, CA 94065-5224	Bill To: 1000045066	PENNISULA SURGERY CENTER LLC 2299 MOWRY AVE FREMONT, CA 94538-1621
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PO/Ref Number	Expires	Payment Terms	Quote Number
	04/01/22	Net 30 days or customer terms if present	QTE-01058486
Prepared By:	Mr. Kyle Stahl	Prepared For:	
Surgical User:		Promo Code:	

Product #	Description	Qty	UM	Price USD	Disc %	Disc Price USD	Extended Price USD
Arthroscopes & Accs.							
AR-3350-4071	4K Arthroscope, 70°, 4 mm x 156 mm	3	Each	\$4,500.00	0.00%	\$4,500.00	\$13,500.00
Sheath & Stopcock Rpl PTs							
AR-3375-4001	CON OBT F/TAP/FEN HF 4MM SCP SHTH W/HOLE	3	Each	\$325.00	0.00%	\$325.00	\$975.00

Value:	\$14,475.00
Less Discount:	\$0.00
Less :	\$0.00
Freight Charges	\$0.00
Total Price:	\$14,475.00

Comments:

Following Notifications are applicable for Synergy.net, HL7 and Surgeon Vault:

NOTIFICATION: This Quote is subject to Software Maintenance Agreement attached hereto and/or licensing terms attached hereto ("Support Services"). Upon Customer's issuance of a purchase order for services, Customer hereby agrees to the Support Services herein, unless Customer notifies Arthrex of any objections thirty (30) days from the date of the purchase order. Customer will be invoiced for the Support Services upon "Go Live" on a monthly basis, thereafter.

SOFTWARE NOTIFICATION: In the event this Quote contains integration software or other third party software ("Software"), Customer shall have sixty (60) days from the date of "Go Live" to install such Software ("Acceptance Period"). If the Software is not installed during the Accepted Period, Arthrex reserves the right, at Arthrex's sole option, to: (i) credit back the amount paid for the Software; (ii) refund Customer the purchase price paid for the Software; or (iii) deem the Software purchase as accepted by Customer. Customer may repurchase the Software at any point and time thereafter at Arthrex's then-current prices.

Surgeon Vault:

LICENSE NOTIFICATION: This Quote is subject to the licensing terms attached hereto ("Terms"). Upon Customer's issuance of a purchase order for use of the software services, Customer hereby agrees to the Terms herein, unless Customer notifies Arthrex of any objections within thirty (30) days from the date of the purchase order. Following such time, the Terms will be deemed accepted and Customer will be billed for the software services on a monthly basis, thereafter.

Arthrex, Inc 1370 Creekside Blvd, Naples FL 34108 Phone: (800) 934-4404 Fax: (800) 643-9310



Quote
1/12/2022



Ship To: 2000047845	PENNISULA SURGERY CENTER LLC 350 MARINE PKWY STE 100 REDWOOD CITY, CA 94065-5224	Bill To: 1000045066	PENNISULA SURGERY CENTER LLC 2299 MOWRY AVE FREMONT, CA 94538-1621
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POI/Ref Number	Expires 04/01/22	Payment Terms Net 30 days or customer terms if present	Quote Number QTE-01047752
Prepared By: Mr. Kyle Stahl	Prepared For:		
Surgical User:	Promo Code:		

Product #	Description	Qty	UM	Price USD	Disc %	Disc Price USD	Extended Price USD
AR-9260S-53	SHOULDER ARTHROPLASTY RETRACTOR SET	2	Each	\$12,786.00	30.00%	\$8,950.00	\$17,900.00

Items in Set:

- > AR-9260-30 - THIN GLENOID RETRACTOR, NARROW TIP
- > AR-9260-31 - THIN GLENOID RETRACTOR, WIDE TIP
- > AR-9260-32 - FUKUDA RETRTR,7 1/2"X38MMX 81MMT-HNDL
- > AR-9260-33 - HOHMANN RETRTR,8.5" LNG,10MM BLADE
- > AR-9260-34 - HOHMANN RETRTR 9 1/2" LNG,17MM PNTD
- > AR-9260-35 - HOHMANN RETRTR,10 1/2" LGX 24MM BLD,RND
- > AR-9260-36 - DARRACH ELEVTR,10"LX5/8"W,BLNT WSERR
- > AR-9260-37 - DARRACH ELEVTR,14" LGX 1" WD,BLNT WSERR
- > AR-9260-38 - VOLKMANN BONE HK,9" LNGX 20MM DEEP,SHARP
- > AR-9260-39 - VOLKMANN RETRTR,8.5"LG 4 PRONG SEMI SHRP
- > AR-9260-40 - RICHARDSON RETRTR,1"WX 1.5'DX9.5"L
- > AR-9260-41 - RICHARDSON RETRTR,1.5 WDX 1.5 DPX 9.5 LG
- > AR-9260-42 - RICHARDSON RETRTR,3/4"WDX 2" DPX 9.5" LG
- > AR-9260-43 - GELPI RETRACTOR, 7.25", BLUNT TIP
- > AR-9260-44 - GELPI RETRACTOR, 7.25", SHARP
- > AR-9260-45 - KOLBEL RETRACTOR, 8" LONG, RING HANDLE
- > AR-9260-46 - KOLBEL RETRTR BLADE,36MMX 36MMLNT
- > AR-9260-47 - KOLBEL RETRTR BLADE,36MMX 68MMLNT
- > AR-9260-48 - HOHMANN RETRTR,9.75" LGX 19MM WD BLADE
- > AR-9260-49 - COBRA RETRACTOR, 11 1/2" BLUNT, SERRATED
- > AR-9260-50 - BROWNE DELTOID RETRACTOR
- > AR-9260-51 - DARRACH ELEVTR,10"LX3/8"W, BLNT WSERR
- > AR-9260-52 - FUKUDA RETRTR,7 1/2"X32MMX 81MMT-HNDL
- > AR-9260C-53 - SHOULDER ARTHROPLASTY RETRACTOR CASE



Quote
1/12/2022



Value:	\$25,572.00
Less Discount:	(\$7,872.00)
Freight Charges	\$0.00
Total Price:	\$17,900.00

Comments:

Please note: This quotation does not include sales tax or shipping and handling, if applicable. Pricing, discounting and/or payment terms are subject to change without notice. For assistance or to place an order, please call the Arthrex Customer Service Department (800) 934-4404 or fax your order to (800) 643-9310. This information in this quote is confidential including, without limitation, Arthrex product prices. This information is not to be disclosed to any outside persons or entities without written consent from Arthrex corporate offices. Arthrex's pricing and pricing structure in this agreement are not to be disclosed to any third party person or parties.



Quote
1/12/2022



Ship To: 2000047845	PENNISULA SURGERY CENTER LLC 350 MARINE PKWY STE 100 REDWOOD CITY, CA 94065-5224	Bill To: 1000045066	PENNISULA SURGERY CENTER LLC 2299 MOWRY AVE FREMONT, CA 94538-1621
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PO/Ref Number	Expires	Payment Terms	Quote Number
	02/11/22	Net 30 days or customer terms if present	QTE-01104916
Prepared By:	Mr. Kyle Stahl	Prepared For:	
Surgical User:		Promo Code:	

Product #	Description	Qty	UM	Price USD	Disc %	Disc Price USD	Extended Price USD
AR-13970NR	KINGFIR SUTR RETVR TISS GRSPR WNR HNDL	5	Each	\$2,136.00	30.01%	\$1,495.00	\$7,475.00
AR-13975NR	FIBERWIRE GRASPER W/ NR HANDLES	5	Each	\$2,136.00	30.01%	\$1,495.00	\$7,475.00
AR-13250	FiberTape Cutter	5	Each	\$1,500.00	30.00%	\$1,050.00	\$5,250.00
AR-12540	SUTURE RETRIEVER 3.4MM STRAIGHT	5	Each	\$1,465.00	30.03%	\$1,025.00	\$5,125.00
AR-12140	SCISSORS, 3.4 MM, STRAIGHT	5	Each	\$1,422.00	30.03%	\$995.00	\$4,975.00
AR-12250	SUTURE CUTTER, 4.2 MM, STRAIGHT	5	Each	\$1,500.00	30.00%	\$1,050.00	\$5,250.00
AR-11794L	SUTURE CUTTER, OPEN ENDED, LEFT NOTCH	5	Each	\$1,500.00	30.00%	\$1,050.00	\$5,250.00
AR-6536	OBTURATOR, REUSABLE FOR AR-6535	5	Each	\$536.00	30.04%	\$375.00	\$1,875.00
AR-6563	REUSABLE OBTR FOR AR-6560&AR-6562	5	Each	\$536.00	30.04%	\$375.00	\$1,875.00
AR-1907	3.5MM PSHLK/SWVLK SPR, TRCR OB, REUSABL	5	Each	\$643.00	30.02%	\$450.00	\$2,250.00
AR-1927CTB	PUNCH/TAP FOR BIOCRKSCRW FT	5	Each	\$708.00	30.08%	\$495.00	\$2,475.00
AR-1927PB	PUNCH, FOR CRKSCRW FT&SWVLK ANCHS	5	Each	\$272.00	30.15%	\$190.00	\$950.00
AR-1949	SPEAR, TRCR 2.8MM FASTAK II	5	Each	\$529.00	30.06%	\$370.00	\$1,850.00
AR-1250LT	STEP DRL, 2.4MM/3.0MM TISSTak/Bio-S-TAK	5	Each	\$115.00	30.43%	\$80.00	\$400.00
AR-1257	SPADE TIP DRL, FOR 3.0 MM S-TAK	5	Each	\$113.00	30.09%	\$79.00	\$395.00
AR-6531	OBTURATOR, REUSABLE FOR AR-6530	5	Each	\$536.00	30.04%	\$375.00	\$1,875.00
AR-6549	OBTR FOR AR-6550, AR-6567 OR AR-6570	5	Each	\$536.00	30.04%	\$375.00	\$1,875.00
AR-3026	SWITCHING STICK, EXTRA LONG, 4MM	5	Each	\$186.00	30.11%	\$130.00	\$650.00
AR-5008H	CROCHET HOOK	5	Each	\$229.00	30.13%	\$160.00	\$800.00
AR-5009H	HOOK, PUSH-PULL CROCHET	5	Each	\$229.00	30.13%	\$160.00	\$800.00
AR-1309	SLAP RASP	5	Each	\$493.00	30.02%	\$345.00	\$1,725.00
AR-1312-90	RASP, BANKART	5	Each	\$493.00	30.02%	\$345.00	\$1,725.00
AR-1312	RASP, GLENOID	5	Each	\$493.00	30.02%	\$345.00	\$1,725.00

Arthrex, Inc 1370 Creekside Blvd, Naples FL 34108 Phone: (800) 934-4404 Fax: (800) 643-9310



Quote
1/12/2022



AR-10010	PROBE, HOOK 3.4MM TIP W/5MM MARKINGS	5	Each	\$240.00	30.00%	\$168.00	\$840.00
AR-11796	FIBERWIRE SCISSOR	15	Each	\$250.00	30.00%	\$175.00	\$2,625.00
AR-3658T	TROCAR TIP OBTURATOR, FOR FIBERTAK DR	5	Each	\$108.00	30.56%	\$75.00	\$375.00
AR-3655	SPEAR, FOR FIBERTAK DR	5	Each	\$429.00	30.07%	\$300.00	\$1,500.00
Value:							\$99,165.00
Less Discount:							(\$29,780.00)
Freight Charges							\$0.00
Total Price:							\$69,385.00

Comments:

Please note: This quotation does not include sales tax or shipping and handling, if applicable. Pricing, discounting and/or payment terms are subject to change without notice. For assistance or to place an order, please call the Arthrex Customer Service Department (800) 934-4404 or fax your order to (800) 643-9310. This information in this quote is confidential including, without limitation, Arthrex product prices. This information is not to be disclosed to any outside persons or entities without written consent from Arthrex corporate offices. Arthrex's pricing and pricing structure in this agreement are not to be disclosed to any third party person or parties.



Quote
1/24/2022



Ship To: 2000047845	PENNISULA SURGERY CENTER LLC 350 MARINE PKWY STE 100 REDWOOD CITY, CA 94065-5224	Bill To: 1000045066	PENNISULA SURGERY CENTER LLC 2299 MOWRY AVE FREMONT, CA 94538-1621
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PO/Ref Number	Expires	Payment Terms	Quote Number
	02/23/22	Net 30 days or customer terms if present	QTE-01106986
Prepared By:	Mr. Kyle Stahl	Prepared For:	
Surgical User:		Promo Code:	

Product #	Description	Qty	UM	Price USD	Disc %	Disc Price USD	Extended Price USD
AR-9260-31	THIN GLENOID RETRACTOR, WIDE TIP	2	Each	\$500.00	30.00%	\$350.00	\$700.00
AR-9260-30	THIN GLENOID RETRACTOR, NARROW TIP	2	Each	\$500.00	30.00%	\$350.00	\$700.00
AR-9260-32	FUKUDA RETRTR,7 1/2"X38MMX 81MMT-HNDL	2	Each	\$393.00	30.03%	\$275.00	\$550.00
AR-9260-50	BROWNE DELTOID RETRACTOR	2	Each	\$643.00	30.02%	\$450.00	\$900.00
AR-9260-52	FUKUDA RETRTR,7 1/2"X32MMX 81MMT-HNDL	2	Each	\$393.00	30.03%	\$275.00	\$550.00
AR-9260-45	KOLBEL RETRACTOR, 8" LONG, RING HANDLE	2	Each	\$1,000.00	30.00%	\$700.00	\$1,400.00
AR-9260-47	KOLBEL RETRTR BLADE,36MMX 68MMLNT	4	Each	\$215.00	30.23%	\$150.00	\$600.00
AR-9260-46	KOLBEL RETRTR BLADE,36MMX 38MMLNT	4	Each	\$215.00	30.23%	\$150.00	\$600.00
AR-7000-08	FUKUDA STYLE RETRACTOR	2	Each	\$322.00	30.12%	\$225.00	\$450.00
AR-9203-25	POSTERIOR GLENOID RETRACTOR	2	Each	\$500.00	30.00%	\$350.00	\$700.00
Value:							\$10,222.00
Less Discount:							(\$3,072.00)
Freight Charges							\$0.00
Total Price:							\$7,150.00

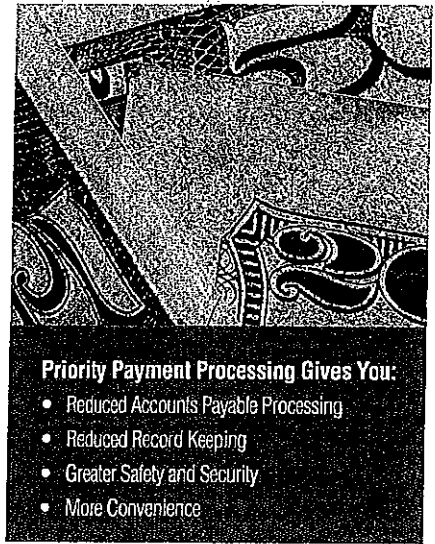
Comments:

Please note: This quotation does not include sales tax or shipping and handling, if applicable. Pricing, discounting and/or payment terms are subject to change without notice. For assistance or to place an order, please call the Arthrex Customer Service Department (800) 934-4404 or fax your order to (800) 643-9310. This information in this quote is confidential including, without limitation, Arthrex product prices. This information is not to be disclosed to any outside persons or entities without written consent from Arthrex corporate offices. Arthrex's pricing and pricing structure in this agreement are not to be disclosed to any third party person or parties.

Arthrex, Inc 1370 Creekside Blvd, Naples FL 34108 Phone: (800) 934-4404 Fax: (800) 643-9310

Streamline Your Accounts Payable Process

with priority payment processing!



INSTRUCTIONS: Start by filling in information in Section #1. Then click on the "Sign Here" button on the bottom of this form and follow screen instructions.

SECTION #1 – CONTACT INFORMATION

Contact Person

Contact Person email

SECTION #2 – CUSTOMER INFORMATION

Customer Name

Phone Number

Street Address

City

State

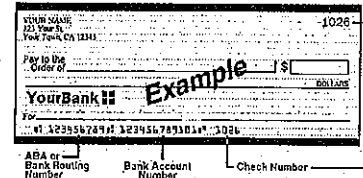
Zip Code

SECTION #3 – BANK ACCOUNT INFORMATION

Bank Name

ABA Routing Number

Bank Account Number



SECTION #4 – CONTRACT INFORMATION

Use Direct Debit on the following Contract Numbers: 500-50372346

SECTION #5 – TERMS & CONDITIONS

- 1) I authorize charges to the bank account number listed above in the name of LeaseDirect for payments, fees, taxes and all other charges owed on the above referenced contract(s).
- 2) This authorization will remain in effect until all my obligations under the above referenced contract(s) have been satisfied.
- 3) I authorize the release of information concerning my financial condition to suppliers, other creditors, credit bureaus and other credit reporters.

Authorization granted by:

Date:

You will receive an email confirmation from us when we complete the processing of your Direct Debit request.

For questions contact us at (800) 736-0220.

Thank you for helping us in our continuing commitment to "Going Green"!

FOR INTERNAL USE ONLY

Direct Debit Request Completed by: _____

Date: _____

We will begin ongoing direct debit of your account beginning with the payment due on: _____

ULTIMATE BENEFICIAL OWNER – SELF DECLARATION

Why do we ask you to fill in this form?

To help the government fight the funding of terrorism and money laundering activities, regulatory authorities require that a Funding Source ("Funder") knows who is the ultimate beneficial owner(s) ("UBO") of the entities with which we do business. Therefore, we require the information set forth below including the right to verify your identity.

Via this form, kindly specify the UBO of your organization. If based on the definition below you cannot identify UBO, your senior management will qualify as UBO.

A. CUSTOMER DATA	Organization Name	<i>X</i> <u>Washington Township Hospital Development Corporation</u>
	Legal Entity Type (i.e., LLC, Corporation, Sole Proprietorship, Partnership, Non Profit, Government)	<i>X</i> <u>501(c)(3)</u>
	Tax Payer ID (TIN)	<i>X</i> <u>94-2930643</u>

Note: If your organization is listed on a US Stock Exchange, only respond to A

Who is/are ultimate beneficial owners?

Beneficial owners are: *X*

1. An individual, if any, who owns, directly or indirectly, more than 25 percent of the equity interests or Profit Sharing/economic interest of the legal entity customer (e.g., each natural person that owns more than 25 percent of the shares of a corporation); or
2. If ultimate beneficial owner cannot be determined based on ownership, please provide the name of the natural person with effective control (day to day decision making).
3. If neither 1 or 2 apply, please provide the names of all Board of Directors (BODs), Executive Management. If more room is required, please provide information on the back of the form or a separate sheet.

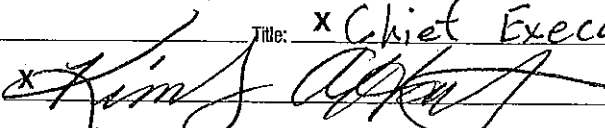
B. SUMMARY OF UBO(S). IF NONE AVAILABLE, THEN SUMMARY OF SENIOR MANAGEMENT.	First Name	Middle Initial	Last Name	DOB (MM/DD/YYYY)	Ownership Type (Select One)	% Ownership
	<i>Kimberly</i>	<i>A.</i>	<i>Hartz</i>	<i>11/6/1967</i>	<input checked="" type="checkbox"/> 1. Ownership, economic interest, voting rights or shares > 25% <input checked="" type="checkbox"/> 2. Person who exercises effective control <input type="checkbox"/> 3. BODs, Executive Management	<i>65</i> %
	Country of Residence				Title / Position	
	<i>U.S.A.</i>				<i>Chief Executive Officer</i>	

C. Authorization to Provide Personal Data to Funder; Notice of Privacy Practices

By signing below, the undersigned represents and agrees that all individuals whose personal data is or will be directly or indirectly provided to Funder, on this form and any related credit application or documents, have consented: (i) to disclose all such personal data to Funder and (ii) for Funder to collect, use, and share such personal data in accordance with our privacy statement at lesseedirect.com/usprivacy.

D. Declaration and signing

Hereby the undersigned declares to have provided the information in this form truthfully and to notify Funder regarding changes to the UBO as soon as possible.

Name: *X* Kimberly A. Hartz Title: *X* Chief Executive Officer
 Date: *X* 4/11/2022 Signature: *X* 

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BILLING INFORMATION

PLEASE COMPLETE THIS FORM AND RETURN WITH DOCUMENTS

In order for ARTHREX CREDIT to properly bill and credit your account, it is necessary that you complete this form and return it with the signed documents.

Billing Name: Peninsula Surgery Center

If you would like your invoices emailed to you in place of regular mail, please provide an email address(es) below:

***YOUR INVOICES WILL BE EMAILED FROM INVOICEDELIVERY@PAYEREXPRESS.COM**
Subject line will read: Your Lease Direct invoice is ready to view online!

Billing Address: 350 Marine Parkway, Ste 100 Redwood City CA

Attention: Michael Garcia

Telephone Number: 510-859-6833

FEDERAL TAX ID#: X 84-2769083

Lease/Contract Signer Name: Christopher W. Henry Date of Birth _____ (only provide if requested)

SPECIAL INSTRUCTIONS

Do you require a Purchase Order Number on the invoice? Yes No

If yes, please provide the PO# 3517-66 and attach a copy of the purchase order (front & back) for our file.

Is a new purchase order required for each new fiscal period? Yes No

If yes, provide month/year PO expires June 30, 2022

Do you have multiple contracts, and would like them all billed on one invoice (Summary Billing)? Yes No

Are you sales tax exempt? If yes, please attach a copy of exempt certificate or direct pay permit. Yes No

Do you require any special information to establish a vendor number for _____? Yes No

If yes, please advise: _____

Additional Comments: _____

10HCDOC258v3

**CONSIDERATION OF THE PURCHASE OF
VOX CENTRALIZED PATIENT CONTACT
CENTER SOFTWARE**



Memorandum

DATE: March 22, 2022

TO: Washington Township Hospital Development Corporation Board of Directors

FROM: Kimberly Hartz, Chief Executive Officer

SUBJECT: Request for Purchase of Vox Centralized Patient Contact Center Software

The Washington Township Medical Foundation (WTMF) receives close to 650,000 calls per year, with that number increasing by an average of 16% year over year. It has become necessary for the medical foundation to set up a Centralized Patient Contact Center to handle incoming calls more efficiently. Our current telecom system does not allow for centralization or for the type of reporting needed to maximize resources while providing quality service to our patients. Implementation of the requested software will give us the capability to capture calls that are either missed or that are placed on hold for an unacceptable length of time. We will also be able to monitor service levels to determine wait times, calls in queue and staff productivity in order to improve operations.

We are recommending moving forward with the purchase of the Vox Centralized Patient Contact Center Software. This software will allow us to develop a true “call center” environment. For example, it will allow for call routing, call recording, expected wait times and call back in lieu of the patient having to wait. It will also allow for real time reporting and monitoring by the Centralized Patient Contact Center Supervisor. We will be able to gather the data needed to establish service level metrics and determine the optimal staffing to achieve the desired level of service. Patient experience is a priority for the medical foundation and part of that experience is providing a high level of phone service to our patients.

The system has been evaluated by WTMF leadership as well as Gregg Dillenbeck, Director of IS Operations and John Lee, Chief Information Officer who oversee telecommunications services.

The cost of the new software is \$130,128 which includes implementation and training. This is not budgeted in the FY22 capital budget. There are funds in the operating budget for this request that we will not spend.

In accordance with District Law, Policies and Procedures, it is requested that the Board of Directors authorize the Chief Executive Officer to proceed with the purchase of Vox Centralized Patient Contact Center Software not to exceed \$130,128.

**CONSIDERATION OF APPROVAL OF THE
WASHINGTON TOWNSHIP HOSPITAL
DEVELOPMENT CORPORATION
CORPORATE COMPLIANCE PROGRAM**



Memorandum

DATE: March 28, 2022
TO: DEVCO Board of Directors
FROM: Nicholas Kozachenko, Legal Counsel
SUBJECT: Revised DEVCO Corporate Compliance Program

Introduction

As a provider of health care, DEVCO is required to have a written corporate compliance program and designated corporate compliance office (the “Corporate Compliance Officer” or “CCO”). DEVCO has had a written Corporate Compliance Program since 2001. It was most recently updated in January 2011, and DEVCO’s Chief Executive Officer and CCO believe that it is time for the Board to adopt an updated policy given the passage of time. The Corporate Compliance Program is modeled after the same program for the Washington Township Health Care District.

The Board must approve any changes to the Corporate Compliance Program document.

Discussion

The CEO and CCO are not requesting any substantive revisions to the Corporate Compliance Program. The proposed changes, as you can see from the redline included in your packet, are clerical in nature and fall into two categories.

First, the Corporate Compliance Program document lists the DEVCO programs and affiliates that are subject to the authority of DEVCO’s Corporate Compliance Program. Over the past decade, certain listed programs have been terminated (such as Washington Urgent Care) or added (such as the Peninsula Surgery Center). The changes reflect the termination of these programs.

Second, when the DEVCO Board adopted the Amended and Revised Bylaws, the Board changed the title for the DEVCO’s chief executive from “President and CEO” to simply “CEO.” The redline also reflects other minor clerical revisions.

Proposed Action

The Board must decide whether to approve the Corporate Compliance Program document as revised or direct staff to consider further revisions. If the Board decides to approve the Corporate Compliance Program document, the Board can do so with a simple motion, second, and a roll call vote.

CORPORATE COMPLIANCE
PROGRAM

WASHINGTON TOWNSHIP HOSPITAL
DEVELOPMENT CORPORATION
(DEVCO)

I. ~~I.~~ DEFINITIONS. In addition to the terms defined elsewhere in this Corporate Compliance Program, the following definitions shall apply:

A. ~~A.~~ “Board” refers to the Board of Directors of DEVCO.

B. ~~B.~~ “CCO” refers to the Corporate Compliance Officer, an individual appointed by the President and Chief Executive Officer of DEVCO who, with appropriate resources, authority and direct access to the President and Chief Executive Officer, or her designate, of DEVCO, is responsible for the overall development, implementation and oversight of the Corporate Compliance Program for DEVCO.

C. ~~C.~~ “Committee” refers to the Compliance Committee composed of President and Chief Executive Officer appointees whose responsibility is to quarterly meet with the CCO and to assist the CCO in the implementation of the Program.

D. ~~D.~~ “DEVCO” refers to the Washington Township Hospital Development Corporation.

E. ~~E.~~ “Program” refers to the Corporate Compliance Program set forth in this document as developed and implemented by the CCO and approved by the DEVCO Board.

F. ~~F.~~ “Staff” refers to employees, leased employees, independent contractors, consultants and any other personnel, individual or entity DEVCO may compensate for services rendered.

II. INTRODUCTION

DEVCO's Program has been developed and implemented by the CCO and was originally presented to the Board in 2001, with annual review, amendments and approvals occurring thereafter.

The CCO meets with the Committee quarterly, or more often if needed, to discuss and review compliance activities occurring within the various DEVCO entities and departments. The Committee makes recommendations and sets policies and procedures regarding these activities which are then integrated into this Program and implemented by the CCO.

The CCO annually prepares a report summarizing prior-year compliance activities and includes a description of internal audits and investigations, findings and resulting compliance actions. This annual report is presented to and reviewed by the Committee before final submission to the Board. A copy of the annual reports is also provided to the Washington Township Health Care District Compliance Officer.

The Program outlined below recognizes that there are departments within DEVCO and two distinct levels of DEVCO entities that ~~differ in their organizational structure and~~ require unique compliance design and implementation strategies.

~~A Level 1 Entity is one which meets one of the following criteria:~~

~~1) Operates as a business under the legal name of Washington Township Hospital Development Corporation and its tax identification number(s).~~

~~2) Operates under the management or control of DEVCO and its Board.~~

Level 1 DEVCO Entities and Departments

The first category, referred to as “Level 1 Entity(ies),” consists of the following entities: (1) Washington Radiation Oncology Center; (2) Washington ~~Urgent Care~~ (3) ~~Washington On Wheels~~; (4) ~~Washington~~ Medical Billing; and (5) Washington Outpatient Rehabilitation Center; ~~(6) Washington Outpatient Surgery Center, LLC; and (7) Washington Township Medical Foundation~~. In addition, activities of other departments of DEVCO, including physician recruitment, are reviewed and included in this Level I Entity designation of the Program.

Each Level 1 Entity will cooperate fully with the CCO in the implementation of the Program. Such cooperation will include (1) consultation with the CCO in the establishment of audit priorities for each Level 1 Entity; (2) the implementation of the Program within each Level 1 Entity and (3) the preparation of an annual report of each Level 1 Entity’s compliance activities to CCO. Such annual report shall be prepared in a form directed by CCO.

A Level 2 Entity is one which controls and/or manages its own ~~operations~~operation under its own legal business name and tax identification number.

Level 2 DEVCO Entities

The second category of DEVCO entities, referred to as “Level 2 Entity(ies),” include: (1) Washington Township Medical Foundation; (2) Washington Radiation Oncology Center, A Medical Group, Inc; ~~and (2) Washington Township Medical Group, Inc.~~; (3) Washington Outpatient Surgery Center; and (4) Peninsula Surgery Center. To ensure compliance by these Level 2 Entities, the CCO facilitates open and frequent communication between DEVCO and the Level 2 Entities on all issues relating to compliance. Each Level 2 Entity is responsible for establishing, implementing and complying with its own compliance obligations and the establishment of their own compliance program. Each ~~Level 2 Entity~~ is required to provide evidence of such program to DEVCO on an annual basis.

III. ~~III.~~ COMPLIANCE POLICY

This Program has been voluntarily adopted by DEVCO for its Level ~~I~~1 Entities to conform to the standards set forth in the current *Federal Sentencing Guidelines for Organizations*. This Program requires Staff to exercise due diligence in the prevention and detection of violations of law and is intended to promote an organizational culture that encourages ethical conduct and a commitment to conducting ethical and legal business and clinical practices. The Program focuses on the prevention and detection of violations of federal and state laws and regulation and fosters an environment in which Level 1 Entities and their Staff are encouraged to report concerns about business and clinical practices without fear of retribution. The Program is operated under the authority of the Board and structured to encourage collaborative participation at all levels of the organization of DEVCO.

IV. ~~IV.~~ COMPLIANCE PROGRAM PURPOSE AND OBJECTIVES

The purpose and objectives of the Program are as follows:

- A. ~~A.~~ Commitment to Responsible Conduct. To demonstrate to the community, the commitment of DEVCO to honest, ethical and responsible corporate conduct.
- B. ~~B.~~ Compliance with Federal and State Law. To (i) ensure compliance with federal and state law and regulations, (ii) detect, and where possible, provide warning prior to misconduct developing into a civil or criminal violation and (iii) avoid unlawful and unethical conduct and exposure to liability.
- C. ~~C.~~ Education of Directors, Officers and Staff. To educate the Board, officers and Staff regarding applicable federal and state laws.
- D. ~~D.~~ Encourage Reporting of Potential Problems. To provide an environment that encourages Staff to report conduct to the CCO which may be a violation of law or any element of this Program.
- E. ~~E.~~ Mechanism for Dissemination of Information. To disseminate information regarding changes in federal and state, law and regulations.
- F. ~~F.~~ Improve Response to Government Inquiries. To enhance DEVCO's ability to provide accurate and timely responses to government inquiries.
- G. ~~G.~~ Reduction in Exposure to Civil or Criminal Liability. To establish procedures that guide the prompt and thorough investigation of alleged ~~misconduct~~ misconduct that may expose DEVCO to civil or criminal liability and the initiation of immediate and appropriate corrective action to reduce DEVCO's exposure to such liability.

Updated January 1, 2011

H. ~~H~~ Reduction in Penalties. To reduce exposure to criminal fines and penalties through the implementation of a compliance program and to reduce the likelihood of exclusion from Medicare, Medicaid and other federal health care programs.

V. ~~V.~~ RESPONSIBILITY AND DESIGNATION OF A CORPORATE COMPLIANCE OFFICER

The Board is responsible for establishing the Program. The Board authorizes the ~~President and~~ Chief Executive Officer to appoint a CCO. The CCO is responsible for the development, operation and oversight of the Program. The CCO reports to the Committee which in turn reports to the ~~President and~~ CEO who, in turn, reports to the Board, regarding the implementation and operation of the Program. Managers from each Level 1 Entity are responsible for the implementation and operation of the Program as it relates to his or her specific entity/department.

VI. ~~VI.~~ ELEMENTS OF THE COMPLIANCE PROGRAM

The Program is administered under the general oversight of the CCO and contains the following elements:

A. ~~A.~~ COMPLIANCE POLICIES AND PROCEDURES

1. ~~1.~~ The Program includes written policies and procedures, designed to support DEVCO's commitment to conducting ethical and legal business and clinical practices. The Program includes Level 1 Entity-specific policies and procedures.
2. ~~2.~~ All Program policies and procedures are reviewed periodically and updated as needed to reflect current laws and regulations. The CCO and each Level 1 Entity ensure the development, review and revision of Level 1 Entity-specific compliance policies and procedures.
3. ~~3.~~ Policies and procedures of the Program may include, but are not limited to, policies and procedures regarding the following:
 - a. ~~a.~~ Advanced Beneficiary Notices
 - b. ~~b.~~ Audits
 - c. ~~c.~~ Lawful Billing Practice
 - d. ~~d.~~ Charge, Coding and Payment Posting
 - e. ~~e.~~ Code of Conduct
 - f. ~~f.~~ Collection Agencies

| g. ~~g.~~ Collection Techniques

| Updated January 1, 2011

- h. ~~h~~ Compliance with Health Insurance Portability and Accountability Act (HIPAA)
- i. Credit Balances and Refunds
- j. ~~j~~ Credentialing
- k. ~~k~~ Discounts and Adjustments for Patients
- l. ~~l~~ File Management
- m. ~~m~~ Medical Record Documentation and Coding
- n. ~~n~~ Medical Record Maintenance
- o. ~~o~~ Patient Collections
- p. ~~p~~ Payment Plans
- q. ~~q~~ Physician Recruitment
- r. ~~r~~ Professional Courtesy
- s. ~~s~~ Referrals
- t. ~~t~~ Statement Submission
- u. ~~u~~ Submission of Accurate Claims
- v. ~~v~~ Telephone Protocol

B. ~~B~~-EDUCATION AND TRAINING

1. ~~1~~ The CCO has responsibility to oversee the development and implementation of communications and educational programs to achieve understanding and acceptance of the Program. This includes:
 - a. ~~a~~ Orientation and on-going education of the Board regarding corporate compliance issues;
 - b. ~~b~~ New Staff orientation to include introduction to the Program, corporate compliance issues, Staff responsibility for reporting and reporting mechanisms for potential breach of Program policies and procedures;
 - c. ~~c~~ Continuing department and entity-specific training and educational programs for identified Staff to ensure understanding of the importance of compliance, their role in maintaining compliance through application of the Level 1 Entity-specific policies and procedures, and their obligation to report potential compliance problems; and.

|
|
d. ~~d.~~ Annual review of compliance activities
for all Staff.

2. ~~2.~~ Staff is informed that strict compliance with
the requirements of the Program is required, and
that:

- a. ~~a.~~ The promotion of, and adherence to, the requirements of the Program are elements of evaluating Staff and contract renewals, and
- b. ~~b.~~ Level 1 Entities have a policy concerning the discipline of Staff members who fail to comply with the policies and procedures included in the Program.

C. ~~C.~~ AUDITING AND MONITORING SYSTEM

1. ~~1.~~ The Program includes monitoring and auditing systems designed to evaluate practice and assess compliance with federal and state laws and regulations. A periodic risk assessment based on internal and external activities and information is conducted. An audit calendar is established annually by the CCO.
2. ~~2.~~ The CCO coordinates appropriate periodic internal and/or external audits and surveys to verify adherence to, and awareness of the Program..
3. ~~3.~~ Audit results are provided to the Committee and reported to the President and CEO.
4. ~~4.~~ Monitoring includes an annual assessment of each of the elements of the Program. The annual report and assessment is provided to (1) the Committee; (2) the President and CEO; and (3) the Board.

D. ~~D.~~ REPORTING PROCESS

1. ~~1.~~ All members of the Staff have the responsibility to notify either their supervisor or the CCO, in a timely manner, of any violations or suspected violations of the Program, including any of the policies and procedures identified in Subpart VI(A)(3). Leadership of departments and DEVCO entities have the responsibility to provide notice to the CCO of any violations or suspected violations of the Program as may be reported to them by Staff. Staff members are informed that in some instances, the mere failure to report a suspected violation may itself be a basis for disciplinary action against them. Staff are also encouraged

to seek clarification from the CCO in the event of any confusion or question regarding a Level 1 Entity policy.

2. ~~2.~~ Reporting will be via direct ~~verbal or written~~ communication to the ~~Manager or~~ CCO or by submitting a Report of Suspected Compliance Violation(s) Report (FORM #001, Dated July 1, 2006) to the CCO.

3. ~~3.~~ Staff will not be subject to reprisal for reporting, in good faith, actions which they feel violate the law or established ethical standards.~~;~~
DEVCO will maintain a procedure for Staff to make anonymous reports.~~;~~

E. ~~E.~~ DISCIPLINARY MEASURES

Information on the possible types of disciplinary measures which may include the termination or retention of sanctioned individuals, is disseminated to all Staff. Consistent application of these measures is necessary for Staff at all levels within the organization. Failure to comply with Level ~~1~~ ~~Entity~~ Entity policies and procedures will result in appropriate disciplinary action.~~;~~

F. ~~F.~~ INVESTIGATIVE PROCESS

All reports of unlawful or unethical practice are investigated to determine whether a violation of applicable law or the ~~Program~~ has occurred. All reports of improper practice or violations shall be brought to the attention of the Committee as well as the ~~President and~~ CEO of DEVCO. Investigations may be conducted internally or with the assistance of an external entity, as directed by the ~~President and~~ CEO of DEVCO. Legal counsel will be involved in investigations. Follow-up to the investigative process will include taking appropriate steps to prevent reoccurrence of the improper practice, development of a monitoring process and possible report of the appropriate federal and state authorities within a reasonable period if there is credible evidence of a violation.

CORPORATE COMPLIANCE PROGRAM

Approved: (Dsl) Lisa 4 Vian Date: 10, 02'
Lisa Vian

Approved: _____ Date _____
Mike Rogers
DEVCO Corporate Compliance Officer

Approve: (Dsl) Nancy Date: t:44.04...:16, 'e
Nancy Farber

Approved: _____ Date _____
Kimberly Hartz
President and CEO

Approved: _____ Date: e-1
77)

Updated January 1, 2011

Approved:

Date

DEVCO Board of Directors
Secretary

[Link-to-previous setting changed from on in original to off in modified.]

Updated January 4, 2022

14

**CONSIDERATION OF PURCHASE AND
INSTALL OF THE SIEMENS SOMATOM
go.SIM CT MACHINE AND PHANTOM
TOOL FOR THE RADIATION ONCOLOGY
CENTER**



Memorandum

DATE: April 12, 2022

TO: Washington Township Hospital Development Corporation Board of Directors

FROM: Kimberly Hartz, Chief Executive Officer

SUBJECT: Request for Purchase and Install of the Siemens SOMATOM go.Sim CT Machine

The CT machine at the Washington Radiation Oncology Center went completely down on January 20, 2022. The scanning tube where the images are taken cannot be repaired and must be replaced. The machine is over 13 years old and was originally purchased as a refurbished machine. As a result, we currently walk patients over to the Washington Outpatient Imaging Center to receive their CT scan for the physicist to complete their treatment plan before they can begin their radiation treatment.

The Manager and Physicist at the Washington Radiation Oncology Center and the Chief Physicist from UCSF recommended purchasing a Siemens SOMATOM go.Sim CT Machine and a Phantom Quality Assurance tool for this machine. This Machine is a 64-slice CT simulator and reduces time to treatment. One of the new, cutting-edge technologies is Respiratory Gating for Breast and Lung treatments, which allows for more accurate treatment of patients in these sensitive areas and reduces radiation doses to critical organs such as the heart. This is accomplished by the 4D capability, which this particular CT offers by mapping where the tumor is at any point in time. This mapping is then transferred to the treatment machine, which is the linear accelerator, for utmost accuracy. We have had numerous requests by referring physicians to use this technology on their patients.

The cost of the camera is \$680,963 plus taxes and shipping and the cost of the Phantom tool is \$25,550 plus taxes and shipping which is in line with MD Buyline. We estimate an additional \$150,000 will be needed for architecture and construction costs. We are also requesting an estimated 10% for contingency. The new machine has the same footprint as the existing machine, which minimizes the architectural and construction costs.

As the Board is aware, the District and UCSF are in the process of negotiating a joint venture that will result in the joint venture operating the Radiation Oncology Center. UCSF has agreed that the costs described above should be borne by the joint venture, which is expected to have sufficient cash to cover these costs. However, until negotiations are complete, the joint venture cannot enter into a purchase agreement with Siemens and the Radiation Oncology Center needs to submit an order for the replacement equipment as soon as possible. Therefore, the District and UCSF have both signed the attached letter indicating their agreement that the costs above should be paid by the joint venture, either directly by the joint venture or by reimbursement to DEVCO, depending

on the timing. Siemens is aware of this situation and has agreed to accept 0% down on this contract while putting the Radiation Oncology Center in the queue for the new CT equipment.

In the event the District and UCSF are not able to reach a final agreement and form the joint venture, DEVCO will be responsible for the costs described above. However, we would be asking for you to approve the purchase of the CT machine regardless because the Radiation Oncology Center needs to purchase a replacement.

While the machine is being replaced, we will continue to have patients receive their CT scans at the Washington Outpatient Imaging Center.

The staff recommends that the Board authorize the Chief Executive Officer to proceed with the purchase of the Siemens SOMATOM go.Sim CT Machine for a total amount not to exceed \$1,027,540 which includes the tax, shipping, construction, phantom quality assurance tool and contingency expense. The total amount was not included in the Fiscal Year 2021/22 Fixed Asset Capital Budget.



April 12, 2022

Shelby Decosta
President, UCSF Health Affiliates Network
Chief Strategy Officer, UCSF Health
500 Parnassus Avenue, MUE5
San Francisco, CA 94143

RE: CT Scanner Purchase for Radiation Oncology Center

Dear Ms. Decosta,

As we discussed, the existing CT scanner at the Washington Radiation Oncology Center ("ROC") located at 39101 Civic Center Drive in Fremont, California, failed on January 20, 2022. Since then, patients have had to go across the parking lot to the adjacent building at 2500 Mowry Avenue to be scanned before their treatment at the ROC. This is not an ideal solution as it is inconvenient for the patients and delays their treatment when compared to obtaining their scans from a CT scanner in the Radiation Oncology Center.

Washington Township Health Care District (the "District") has negotiated with Siemens for the purchase and installation of a SOMATOM go.Sim CT Machine ("New CT Scanner"). The negotiated purchase price, which includes incentives for placing an order immediately is \$680,963, plus taxes and shipping. District staff also estimate approximately \$150,000 will be needed for architecture and construction costs associated with the replacement. In addition, UCSF Health has recommended purchasing a "Phantom" quality assurance device for the New CT Scanner, the cost of which is approximately \$25,550 plus taxes and shipping. The total estimated cost for the New CT Scanner and the Phantom device, including taxes, shipping, implementation costs, and a 10% contingency, is \$1,027,540.

The District and UCSF Health are in the process of forming a joint venture for operation of the ROC, whereby (i) the joint venture entity, WHHS & UCSF Health Cancer Services Joint Venture, LLC (the "Company"), will manage the operations of the ROC; (ii) the District will contribute the assets of the ROC to the Company; and (iii) UCSF Health will contribute cash to the Company. However, that process will likely not be finalized until this summer. There is a long lead time between the date the New CT Scanner is ordered and the date that it will be delivered, installed, and ready for clinical use, so it is in the interests of both parties to order the New CT Scanner as soon as possible. Further, the District and UCSF Health have already budgeted for the Company to purchase a replacement CT scanner within the first two years of the joint venture.

Kimberly Hartz, Chief Executive Officer

Washington Township Health Care District • Washington Hospital • Institute for Joint Restoration and Research • Sandy Amos RN Infusion Center
Taylor McArthur Bell Neuroscience Institute • UCSF - Washington Cancer Center • Washington Center for Wound Healing & Hyperbaric Medicine
Washington Maternal Child Education • Washington on Wheels • Washington Outpatient Diabetes Program • Washington Outpatient Imaging Center
Washington Outpatient Rehabilitation Center • Washington Outpatient Surgery Center • Washington Prenatal Diagnostic Center
Washington Radiation Oncology Center • Washington Special Care Nursery • Washington Sports Medicine • Washington Township Medical Foundation
Washington Urgent Care • Washington Wellness Center • Washington Women's Center



Ms. Shelby Decosta

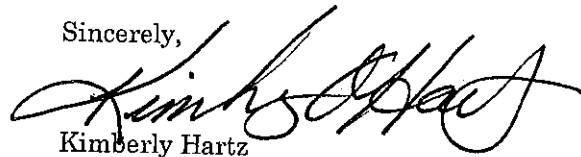
April 12, 2022

Page 2 of 2

The District is ready and willing to place the order for the New CT Scanner. This letter memorializes our understanding that the District and UCSF Health have agreed that the District may place the order for the New CT Scanner now and that the expenses described above will be expenses of the Company, and either paid directly by the Company or reimbursed by the Company to the District, once the formation and funding of the Company have been completed. For the sake of clarity, if for any reason the Company is not formed, then the District will pay the costs above as its sole and separate expense, and no portion of such expense will be charged to UCSF Health.

If this accurately memorializes our understanding, please countersign below in the space provided to confirm your agreement. This letter supersedes the letter dated March 31, 2022 we previously executed.

Sincerely,



Kimberly Hartz

Chief Executive Officer

Washington Township Health Care District

Acknowledged and Agreed

DocuSigned by:

Shelby Decosta

866FA03EA77D42E...

Shelby Decosta

President, UCSF Health Affiliates Network

Chief Strategy Officer, UCSF Health

Enclosures: Quote for New CT Scanner
Quote for Phantom

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

Customer Number: 0000011257

Date: 03/02/2022

WASHINGTON RADIATION ONCOLOGY CENTER
39101 CIVIC CENTER DRIVE
FREMONT, CA 94538

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.

Table of Contents

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SOMATOM go.Sim (Quote Nr. CPQ-331760 Rev. 4)	3
OPTIONS for SOMATOM go.Sim (Quote Nr. CPQ-331760 Rev. 4)	10
General Terms and Conditions	13
Warranty Information	24

Contract Total: \$ 680,963

(total does not include any Optional or Alternate components which may be selected)

Proposal valid until 03/31/2022

Estimated Delivery Date: July 2022

Delivery dates and other contractual obligations of Seller may change due to the effects of the Covid-19 epidemic or other epidemic, including delays and disruptions in the supply chain, manufacturing, or execution as well orders by authorities and prioritization of (new and existing) orders of customers which are essential for the public healthcare. The magnitude of such changes cannot be predicted and might be substantial because it depends on the development of the Covid-19 epidemic or other epidemic.

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

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



SIEMENS REPRESENTATIVE

Greg Martin

greg.martin.ext@siemens-healthineers.com

Accepted and Agreed to by:

Siemens Medical Solutions USA Inc.

WASHINGTON RADIATION ONCOLOGY CENTER

By (sign): _____

By (sign): _____

Name: Greg Martin

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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

By (Sign): _____

Quote Nr: CPQ-331760 Rev. 4

Terms of Payment: 00% Down, 80% Delivery, 20% Installation
Free On Board: Destination

Purchasing Agreement: VIZIENT SUPPLY LLC

VIZIENT SUPPLY LLC terms and conditions apply to Quote Nr CPQ-331760

Customer certifies, and Siemens relies upon such certification, that : (a) VIZIENT CT - XR0676 is the sole GPO for the purchases described in this Quotation, and (b) the person signing this Quotation is fully authorized under the Customer's policies to choose and indicate for Customer such appropriate GPO.

SOMATOM go.Sim

All items listed below are included for this system:

Qty	Part No.	Item Description	Extended Price
1	14461469	<p>SOMATOM go.Sim Precise CT simulation requires fail-safe, reproducible, and streamlined workflows. This 64-slice simulator was created for one reason - to reduce errors to potentially reduce time to treatment. The SOMATOM go.Sim helps minimize errors in a complex workflow using embedded hardware and software, such as the integrated lasers (option) with automated laser QA. Driven by intelligence and automation, the system simplifies your tasks and reduces the likelihood of errors allowing you to focus on what matters most: spend more time with patients and improve what is, truly, most important – their therapy outcomes.</p> <p>Package includes</p> <ul style="list-style-type: none"> - 0.5, 1.0 s rotation time - Stellar Detector - 85 cm bore size - SAFIRE - 75 kW (equivalent to 187 kW with SAFIRE) - Athlon™ X-ray tube - Adaptive Dose Shield - Tin Filter - Air cooling system - Ring mood lighting - Patient observation camera - Dual 23" / 58 cm flat screen monitor with dual display - External USB 3.0 disks support - syngo System Security 	\$ 351,760
1	14461477	<p>Identifier SRS Smart Remote Service (SRS) is a secured data link that connects your medical system to Siemens service experts. Via SRS, the performance and condition of your equipment can be monitored in real time. SRS makes a broad range of proactive and interactive services available. A VPN connection is to be provided by user. The Customer agrees to allow connection to Siemens' remote service diagnostic</p>	\$ 0

equipment to the secured telecommunications link at his own expenses. The Customer bears the cost of any technical requirements for any such connection over and beyond the actual product (e.g. establish a broadband connection).

1 14461479 **RT Identifier** \$ 0

1 14467932 **RT Performance Package** \$ 43,970

Benefit from additional operational and clinical flexibility by configuring your CT simulator with the RT Performance package, a bundle of software and hardware options to boost your performance.

- Ultra-FAST ICS
- Ultra-FAST IRS
- High-speed rotation time 0.35 s
- High Power 70
- 10kV Steps
- HD FOV (up to 85cm)
- SAFIRE
- Sim&GO
 - Beam Placement tools
- View&GO
 - Contouring tools
 - Patient marking tools
 - Vessel Extension
 - Endoscopic View
 - Diameter / WHO Area
 - Lung Lesion Segmentation
 - ROI HU Threshold
 - Spine Ranges
- Check&GO
 - Metal Detection
- Recon&GO:
 - Inline Anatomical Ranges
 - Inline Table Removal
 - Inline Bone Removal
 - Inline Vessel Ranges
 - Inline Spine Ranges
 - Inline Rib Ranges
 - Multi Recon
- SureView
- WorkStream4D
- DynSerio Scan
- syngo System Security
- Adaptive Signal Boost
- FAST CARE
 - FAST 4D
 - FAST Planning
 - FAST Adjust
 - FAST Contact
 - FAST ROI
 - CARE kV
 - 10 kV steps
 - CARE Child
 - CARE Dose 4D
 - CARE Topo
 - CARE Profile
 - CARE Filter
 - CARE Bolus CT
 - X-CARE
- myExam Compass
- Interleaved Volume Reconstruction (IVR)
- 2nd control-room monitor

1 14467935 **Scan&GO wireless edition** \$ 0

		Including Scan&GO Tablet and wireless Remote Scan Control	
1	14467939	Earthquake kit Gantry Earthquake Proof Kit	\$ 154
1	14467986	UPS An uninterrupted power supply, for the syngo Acquisition Workplace in the event of network fluctuations and brief power failures.	\$ 0
1	14467940	Standard Patient Table RT - Fully TG-66 compliant over the full scan range (without table extension) - Max. table load 227 kg / 500 lbs - Max. table feed speed 1-200 mm/s - Vertical table travel range 46-88.5 cm / 18"-35" (at table top) - Vertical travel speed 28.3 mm/s - Scannable range up to 160 cm /63.0" - For RT use, the scan range may vary according to RTP overlay and/or 3rd party accessory. The scan range with the Siemens Healthineers Multi-index RTP overlay is 135cm / 53". - For diagnostic use, the scan range can be achieved with Diagnostic table extension. (Diagnostic table extension is not compatible with RT overlays) - Positioning mattress - Restraining straps - Paper Roll Holder - RTP excellence package The RTP excellence kit contains a high accuracy installation and adjustment procedure utilizing additional installation tools and a special laser QA phantom to optimize the accuracy of the system.	\$ 0
1	14467942	Standard Table Multi-index RTP Overlay - Multi-indexing with Varian and Elekta indexing designed for 227 kg Patient Table RT - Light weight overlay	\$ 7,915
1	14467944	Foot Switch for Pat.Table control Foot switch for Patient table control	\$ 660
1	14467976	Table Accessory Set More table accessories for further flexibility based on the clinical needs. Includes table side rails, storage box and infusion holder.	\$ 440
1	14467948	Direct Laser Steering Direct Laser steering allows for integrated control of the moveable laser system, without the need of an additional workstation. This functionality is compatible with Siemens Direct Laser (integrated moveable laser system on the gantry and associated mobile patient marking workflow) and with select LAP laser systems.	\$ 0
1	14467947	Direct Laser Siemens unique integrated moveable laser system allows you to control the patient marking workflow with the RT dedicated tablet and avoid unnecessary switching between different devices to enter laser coordinate. Direct Laser is directly integrated at the scanner gantry, enables less error prone patient marking for an optimized simulation process.	\$ 35,176
		Item includes: - Direct Laser - Direct Laser QA	
1	14467958	iMAR The iMAR metal artifact reduction algorithm combines three successful approaches (beam hardening correction, normalized sinogram inpainting and frequency split). This allows to reduce metal artifacts caused by metal implants such as coils, metal screws and plates, dental fillings or implants. iMAR is compatible with extended FoV, the extended CT scale as well as the newest dose reduction feature. Along with the new algorithm comes the simple user interface of iMAR enabling easy reconstruction of clinical images with reduced metal artifacts.	\$ 17,588

iMAR only requires to select the desired protocol from a drop down menu which contains the following type of implants:

- Dental fillings
- Neuro coil
- Thoracic coil
- Hip implants
- Extremity implants
- Pacemakers
- Spine implants
- Shoulder implants

1	14467949	<p>Respiratory Motion Management</p> <ul style="list-style-type: none"> - Various acquisition modes and protocols accommodate for a wide range of respiratory patterns and workflows. Following functionalities are supported. - Up to 300 seconds scan time in respiratory motion management acquisition. - Supports retrospective modes including phase and amplitude reconstructions - Supports the automatic creation of <ul style="list-style-type: none"> - Average CT (tAverage) - temporal MiniIP (tMinIP), - temporal MaxiIP (tMaxIP) - the easy generation via reconstruction - Quantitative 4D assessment of 3D tumor trajectory and amplitude and semi-automatic calculation of the mid-ventilation phase - Contouring propagation to each phase via deformable registration - 8 series display 	\$ 26,382
1	14467951	<p>Varian RGSC interface</p> <p>Software license and cable to connect to Varian RGSC gating device</p>	\$ 440
1	14467954	<p>TwinSpiral Dual Energy</p> <p>The accuracy of target delineation is limited by the lack of soft-tissue contrast on CT.</p> <p>A new holistic solution for spectral imaging is introduced. TwinSpiral Dual Energy scan mode offers the possibility to acquire two consecutive spiral data sets at different energies and the two different kV levels with independent mAs modulation deliver a combination of both morphological and functional information within one examination. This new form of dual-energy acquisition uses Tin Filter to achieve optimal spectral separation and can help to improve tumor delineation and reduce target margins in RT Planning.</p>	\$ 0
1	14472890	<p>syngo CT VA40</p>	\$ 0
1	14468447	<p>Multi-tablet Scan&GO</p> <p>Max. 3 tablet can be ordered.</p>	\$ 2,638
1	14467959	<p>DirectDensity</p> <p>DirectDensity is an exclusive software feature that enables users to obtain electron and/or mass densities directly from the CT images, allowing patients to be scanned at any available kV setting. Since only one electron/mass density calibration curve is required in the treatment planning system, regardless of the kV used for image acquisition, the need for tube voltage-dependent calibration is eliminated and the physics work for treatment planning is simplified.</p> <p>Item includes</p> <ul style="list-style-type: none"> - Mass density in addition to electron density 	\$ 28,581
1	14467985	<p>Computer Desk 1200 mm</p>	\$ 484

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		CT desk designed to accommodate the control components and color monitor(s).	
1	PSPD250480Y3 K	Surge Protective Device (SPD)	\$ 2,916
1	4SPAS014	Low Contrast CT Phantom & Holder	\$ 2,600
1	CT_LUNGIMAGI NGGO	Lung Imaging Lung Imaging Go: For well over a decade, CT has been recognized and used as the standard of care for lung nodule visualization and sizing. This is due to CT's spatial resolution, geometric accuracy, and ability to create various reconstructions and 3D views. The high contrast environment in the chest between the lungs and the nodules makes for a relatively easy visualization task for clinicians using CT images. Recent advances in CT technology have allowed these scans to be effectively performed at lower doses, higher resolutions, and faster scan times. The SOMATOM go.Platform leverages Tin Filter Technology to further enhance the delivery of low dose lung cancer screening for high risk populations*. The SOMATOM go scanners are delivered with specific scan protocols to provide low dose lung cancer screening exams that use Siemens-exclusive Tin Filter Technology to reduce unnecessary radiation. These default protocols also utilize Siemens proprietary dose reducing features such as CARE Dose4D™, automatic exposure control technology, that further modulates and adapts dose for every patient, for high image quality at low dose. The SOMATOM go scanners come with default low dose lung imaging protocols below 1 mSv. *As defined by professional medical societies.	\$ 0
1	ACCESS_PROT ECT	Access Protection Scan Protocols are password protected allowing only authorized staff members to access and permanently change protocols	\$ 0
1	CARE_DOSE4D	CARE Dose4D CARE Dose4D delivers the highest possible image quality at the lowest possible dose for patients - maximum detail, minimum dose. Adaptive dose modulation for up to 60% dose reduction	\$ 0
1	CARE_DOSE_C ONFIG	CARE Dose Configurator CARE Dose Configurator: Enhancement of Siemens' renowned real-time dose modulation CARE Dose4D, introducing new reference curves for each body region and for each body habitus allowing to adjust the configuration even more precisely to the patient's anatomy.	\$ 0
1	CARE_BOLUS	CARE Bolus Operating mode for CM-enhancement-triggered data acquisition.	\$ 0
1	DICOM_SR	DICOM SR Dose Reports DICOM structured file allows for the extraction of dose values (CTDIvol, DLP)	\$ 0
1	DOSELOGS	DoseLogs Whenever a dose limit exceeds the established reference dose levels (Dose Notification and Dose Alert) a report is automatically created on the system, enhancing your ability to track radiation dose.	\$ 0
1	DOSE_ALERT	Dose Alert Dose Alert: Dose Alert automatically adds CTDIvol and DLP values depending on z-position (scan axis). The Dose Alert window appears, if either of these cumulative values exceeds a user-defined threshold.	\$ 0
1	DOSE_NOTIFIC ATION	Dose Notification Dose Notification: Dose Notification provides the ability to set dose reference values (CTDIvol, DLP) for each scan range. If these reference values are exceeded the Dose Notification window informs the user.	\$ 0
1	NEMA_XR-29	NEMA_XR-29 Standard This system is in compliance with NEMA XR-29 Standard Attributes on CT Equipment Related to Dose Optimization and Management, also known as Smart Dose.	\$ 0
1	SURE_VIEW	SureView	\$ 0

		Provides exceptional image quality at any pitch setting, enabling you to scan faster because you can scan at any pitch without degrading image quality	
1	CT_GO_STELLAR	<p>Stellar Low Noise Technology Detector</p> <p>The Stellar detector's high-end technology includes fully integrated components. As a result, Stellar detector technology keeps electronic noise low, increases dose efficiency and improves spatial resolution. The smart configuration of the detector elements simplifies access, eases maintenance, and increases scanner uptime. For SOMATOM go scanners, the Stellar detector features a 3D anti-scatter collimator for even more efficient optimization of X-ray energy.</p>	\$ 0
1	SYNGO_VRT	<p>syngo VRT</p> <p>Advanced 3D functionality as an extension to the basic 3D viewer, containing volume rendering technique (VRT) and advanced editing functions.</p>	\$ 0
1	SYNGO_BONE_REMOVAL	<p>syngo Bone Removal</p> <p>Simple, automated bone removal functionality for the syngo 3D application. Preconfigured algorithms for angiography and hip/pelvis fracture scenarios are included to facilitate fast removal of bone structure for three dimensional presentation and analysis of CT data.</p>	\$ 0
1	WORKSTREAM_4D	<p>Workstream4D</p> <p>WorkStream 4D further enhances the already superb workflow of SOMATOM CT scanners by offering direct generation of sagittal, coronal, oblique or double-oblique reconstructed images directly from CT raw data as part of the CT protocol.</p>	\$ 0
1	4SPAS056	<p>RGSC w/Wall-Ceiling Mount Camera</p> <p>(Package includes Siemens parts RSC001002003 and RGA002002000)</p> <p>Respiratory Gating for Scanners (RGSC) is Varian's solution for respiration-synchronized image acquisition for CT and PET-CT scanners.</p> <p>Includes RGSC system (workstation unit and real-time unit), wall/ceiling mount, interface, camera, keyboard, mouse, reflector block, phantom, 12 month warranty through Varian and installation by Siemens when sold with Siemens system.</p> <p>VCD option and training are sold separately.</p>	\$ 73,949
1	BFLEXOCS_M	<p>Requires Siemens interface cable – sold separately.</p> <p>Stellant Flex injector-ceiling(med)</p> <p>Stellant Flex ceiling mounted injector with workstation, NO Informatics, but is Informatics ready.</p> <p>Includes Stellant Flex ceiling mounted injector w/medium post (850 mm) and ceiling plate; workstation; installation and warranty through Bayer.</p> <p>This post length is recommended for rooms with a floor to structural ceiling height of approximately 10 feet.</p>	\$ 37,000
1	CT_PM	<p>CT Project Management</p> <p>A Siemens Project Manager (PM) will be the single point of contact for the implementation of your Siemens equipment. The assigned PM will work with the customer's facilities management, architect or building contractor to assist you in ensuring that your site is ready for installation. Your PM will provide initial and final drawings and will coordinate the scheduling of the equipment, installation, and rigging, as well as the initiation of on-site clinical education.</p>	\$ 0
1	CT_BTL_INSTALL	<p>CT Standard Rigging and Installation</p>	\$ 9,000
1	RO_EDU_PKG_2A	<p>RO Clinical Edu Training Pkg: Option 2A</p> <p>The Radiation Oncology education assurance package provides a comprehensive, blended learning approach to meet both the initial and ongoing training needs of the RO-dedicated customer. This package includes:</p> <ul style="list-style-type: none"> • Initial onsite 4-hour didactic workshop with lectures and simulated hands-on to introduce the Radiation Therapist, Dosimetrist, and/or Physicist to Siemens 	\$ 26,100

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Computed Tomography as it is used in the Oncology environment. The workshop is delivered in conjunction with an additional 8 hours of onsite applications for protocol building and physicist commissioning support.

- 24-hour onsite handover training with a dedicated focus on CT in radiation therapy protocols and workflow.
- 16-hour onsite follow-up training to cover syngo.via RTiS
- 24-hour onsite follow-up training to cover additional customized applications (e.g. Respiratory Gating/4D CT, DirectDensity, Dual Energy)
- 1-hour x 2 virtual follow-up to ensure confidence and adoption of system features, applications, and workflow.

Education must be completed by the later of (12) months from install end or purchase date. If training is not completed within the applicable time period, Siemens obligation to provide the training will expire without refund.

1	CT_EP1_16	Essential Training PH 1 (Onsite-16) CT Up to (16) hours of on-site clinical Education training, scheduled consecutively (Monday – Friday) during standard business hours for a maximum of (4) imaging professionals. Training will cover agenda items on the ASRT approved checklist if applicable. This Educational offering must be completed (12) months from install end date. If training is not completed within the applicable time period, Siemens obligation to provide the training will expire without refund.	\$ 6,600
1	CT_ADDL_RIG GING	INBOUND Additional Rigging CT \$6,610	\$ 6,610
System Total			\$ 680,963

OPTIONS on Quote Nr : CPQ-331760 Rev. 4

OPTIONS for SOMATOM go.Sim

All items listed below are OPTIONS and will be included on this system ONLY if initialed: (See Detailed Technical Specifications at end of Proposal.)

Qty	Part No.	Item Description	Extended Price	Initial to Accept
1	14472892	<p>DirectORGANS Contours DirectORGANS (Optimized Reconstruction based Generative Adversarial Networks) offers the world's first contouring generated by the CT scanner and provides the following benefits by leveraging the power of optimized reconstruction and deep learning:</p> <p>1) Directly at the scanner DirectORGANS makes autocontouring a part of the reconstruction process to eliminate manual interaction. Structure-set templates with autocontouring configurations can be configured directly on the scan protocol.</p> <p>2) OR (Optimized Reconstruction) The quality of the autocontouring depends on the quality of the images. DirectORGANS leverages optimized and standardized reconstruction parameters to deliver input to the deep learning based contouring solution. This process runs in parallel to the reconstruction of the image for target contouring.</p> <p>3) GANS (Generative Adversarial Networks) After OR, autocontouring is applied trained by an AI powered Deep Learning algorithm. A Deep Image-to-Image Network is employed.</p> <p>With the combination of AI powered OR and GANS, DirectORGANS enables a consistent starting point for OAR contouring independent from the image quality and can potentially reduce contouring time by more than 60%.</p> <p>DirectORGANS is available at Recon&GO as part of Inline result.</p>	+ \$ 35,176	X _____
1	14472893	<p>DirectORGANS Contours Advanced DirectORGANS Contours Advanced is an extended organ package to support the following organs for advanced AI based autocontouring: Advanced Lung contours - Ribs - Individual Ribs - Sternum - Aorta - Lung Lobe LL - Lung Lobe UL - Lung Lobe LR - Lung Lobe MR - Lung Lobe UL</p> <p>Advanced Heart chamber contours (iodine contrast is required) - Cardiac Left Ventricle</p>	+ \$ 17,588	X _____

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- Cardiac Right Ventricle
- Cardiac Right Atrium
- Cardiac Left Atrium
- Endocardium

Advanced Lymphnode contours

- LN Common Iliac (L/R)
- LN Internal Iliac (L/R)
- LN External Iliac (L/R)
- LN Obturator (L/R)
- LN Presacral



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

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

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

Siemens Medical Solutions USA, Inc. General Terms and Conditions

1. GENERAL

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

product recall, warranty service, maintenance, complaint handling, or any other applicable FDA regulatory requirements, and the Purchaser will look solely to the manufacturer regarding these services and will assert no claim against Seller with respect to these products.

2. PRICES

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

3. TAXES

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

4. TERMS OF PAYMENT; DEFAULT

4.1 Payments; Due Date. Unless otherwise set forth in the quotation, Purchaser shall pay Seller as follows: an initial deposit of 10% of the purchase price for each Product is due upon submission of the purchase order, an additional 80% of the purchase price is due upon delivery of each Product, and the final 10% of the purchase price is due upon completion of installation or when the Products are available for first patient use, whichever occurs first. Unless otherwise agreed, all payments other than the initial deposit are due net forty-five (45) days from the date of invoice. Seller shall

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have no obligation to complete installation until the payment due upon delivery is received. Partial shipments shall be billed as made, and payments for such shipments will be made in accordance with the foregoing payment terms.**4.2 Late Payment.** Payment of such service charge shall not excuse or cure Purchaser's breach or default for late payment.**4.3 Payment of Lesser Amount.** If Purchaser pays, or Seller otherwise receives, a lesser amount than the full amount provided for under this Agreement, such payment shall not constitute or be construed other than as on account of the earliest amount due Seller. No endorsement or statement on any check or payment or elsewhere shall constitute or be construed as an accord or satisfaction. **4.4 Where Payment Due Upon Installation or Completion.** Should any terms of payment provide for either full or partial payment upon completion of installation or thereafter, and completion of installation is delayed for any reason for which Seller is not responsible beyond the installation date, other than for a cause described in Section 9, set forth in the Notice to Manufacture Letter issued by Seller, as applicable, then the balance of payments shall be due on the day following such installation date.**4.5 Default; Termination.** Each of the following shall constitute an event of default under this Agreement: (i) a failure by Purchaser to make any payment when due; (ii) a failure by Purchaser to perform any other obligation under this Agreement within thirty (30) days of receipt of written notice from Seller; or (iii) the commencement of any insolvency, bankruptcy or similar proceedings by or against Purchaser. Upon the occurrence of any event of default, at Seller's election: (a) the entire amount of any indebtedness and obligation due Seller under this Agreement and interest thereon shall become immediately due and payable; (b) Seller may suspend the performance of any of Seller's obligations hereunder, including, but not limited to, obligations relating to delivery, installation and warranty services; (c) Purchaser shall put Seller in possession of the Products upon demand; (d) Seller may sell or otherwise dispose of all or any part of the Products and apply the proceeds thereof against any indebtedness or obligation of Purchaser under this Agreement; (e) if this Agreement or any indebtedness or obligation of Purchaser under this Agreement is referred to an attorney for collection or realization, Purchaser shall pay to Seller all costs of collection and realization (including, without limitation, a reasonable sum for attorneys' fees); and Purchaser shall pay any deficiency remaining after collection of or realization by

Seller on the Products. In addition, Seller may terminate this Agreement upon written notice to Purchaser in the event that Purchaser is not approved for credit or upon the occurrence of any material adverse change in the financial condition or business operations of Purchaser.**4.6 Financing.**

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

5. EXPORT TERMS

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

6. DELIVERY, RISK OF LOSS

6.1 Delivery Date. Delivery and installation dates will be established by mutual agreement of the parties as set forth in the Notice to Manufacture Letter issued by the Seller, as applicable. Seller shall make reasonable efforts to meet such delivery date(s).**6.2 Risk of Loss; Title Transfer.** Unless otherwise agreed to in writing, the following shall apply: (a) For Products that do not require installation by Seller, and for options and add-on products purchased subsequent to delivery and installation of Products purchased under this

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Agreement, delivery shall be complete upon transfer of possession to common carrier, F.O.B. Shipping Point, whereupon title to and all risk of loss, damage to or destruction of the Products shall pass to Purchaser. (b) For Products that require installation by Seller, delivery shall be complete upon delivery of the Products to Purchaser's designated site, F.O.B. Destination; whereupon title to and all risk of loss, damage to or destruction of such Products shall pass to Purchaser upon completion of delivery. (c) All freight charges and other transportation, packing and insurance costs, license fees, custom duties and other similar charges shall be the sole responsibility of Purchaser unless included in the purchase price or otherwise agreed to in writing by Seller. In the event of any loss or damage to any of the Products during shipment, Seller and Purchaser shall cooperate in making any insurance claim.

7. SECURITY INTEREST/FILING

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

8. CHANGES, CANCELLATION, AND RETURN

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

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

9. FORCE MAJEURE

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

10. WARRANTY

10.1 Seller warrants that the Products manufactured by Seller and sold hereunder shall be free from defects in material or workmanship under normal use and service for the warranty period. The final assembled Products shall be new although they may include certain used, reworked or refurbished parts and components (e.g., circuit boards) that comply with performance and reliability specifications and controls. Seller's obligation under this warranty is limited, at Seller's option, to the repair or replacement of the Product or any part thereof. Unless otherwise set forth in the Product Warranty attached hereto and incorporated herein by reference ("Product Warranty"), the warranty period shall commence upon the earlier of the date that the Products have been installed in accordance with Section 12.5 hereof (which date shall be confirmed in writing by Seller) or first patient use, and shall continue for twelve (12) consecutive months. Seller makes no warranty for any Products made by persons other than Seller or its affiliates, and Purchaser's sole warranty therefor, if any, is the original manufacturer's warranty, which Seller agrees to pass on to Purchaser, as applicable. The warranty provided by Seller under this Section 10 extends only to the original Purchaser, unless the Purchaser obtains the Seller's prior written consent with respect to any sale or other transfer of the Products during the term of the warranty. **10.2** No warranty extended by Seller shall apply to any Products which have been damaged by fire, accident, misuse, abuse, negligence, improper application or alteration or by a force majeure occurrence as described in Section

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9 hereof or by the Purchaser's failure to operate the Products in accordance with the manufacturer's instructions or to maintain the recommended operating environment and line conditions; which are defective due to unauthorized attempts to repair, relocate, maintain, service, add to or modify the Products by the Purchaser or any third party or due to the attachment and/or use of non-Seller supplied parts, equipment or software without Seller's prior written approval; which failed due to causes from within non-Seller supplied equipment, parts or software including, but not limited to, problems with the Purchaser's network; or which have been damaged from the use of operating supplies or consumable parts not approved by Seller. In addition, there is no warranty coverage for any transducer or probe failure due to events such as cracking from high impact drops, cable rupture from rolling equipment over the cable, delamination from cleaning with inappropriate solutions, or TEE bite marks. Seller may effectuate any repairs at Purchaser's facility, and Purchaser shall furnish Seller safe and sufficient access for such repair. Repair or replacement may be with parts or products that are new, used or refurbished. Repairs or replacements shall not interrupt, extend or prolong the term of the warranty. Purchaser shall, upon Seller's request, return the non-complying Product or part to Seller with all transportation charges prepaid, but shall not return any Product or part to Seller without Seller's prior written authorization. Purchaser shall pay Seller its normal charges for service and parts for any inspection, repair or replacement that falls outside of Seller's warranty. Seller's warranty does not apply to consumable materials, disposables, supplies, accessories and collateral equipment, except as specifically stated in writing or as otherwise set forth in the Product Warranty. **10.3** This warranty is made on condition that immediate written notice of any noncompliance be given to Seller and Seller's inspection reveals that Purchaser's claim is covered under the terms of the warranty (i.e., that the noncompliance is due to traceable defects in original materials and/or workmanship). **10.4** Purchaser shall provide Seller with both on-site and remote access to the Products. The remote access shall be provided through the Purchaser's network as is reasonably necessary for Seller to provide warranty services under this Agreement. Remote access will be established through a broadband internet-based connection to either a Purchaser owned or Seller provided secure end-point. The method of connection will be a Peer-to-Peer VPN

IPsec tunnel (non-client based) with specific inbound and outbound port requirements. **10.5** Warranty service will be provided without charge during Seller's regular working hours (8:30-5:00), Monday through Friday, except Seller's recognized holidays. If Purchaser requires that service be performed outside these hours, such service can be made available at an additional charge, at Seller's then current rates. The obligations of Seller described in this Section are Seller's only obligations and Purchaser's sole and exclusive remedy for a breach of product warranty. **10.6 SELLER MAKES NO WARRANTY OTHER THAN THE ONE SET FORTH HEREIN AND IN THE PRODUCT WARRANTY. SUCH WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSES, AND SUCH CONSTITUTES THE SOLE AND EXCLUSIVE WARRANTY MADE WITH RESPECT TO THE PRODUCTS, SERVICE OR OTHER ITEM FURNISHED UNDER THIS AGREEMENT.** **10.7** In the event of any inconsistencies between the terms of this Section 10 and the terms of the Product Warranty, the terms of the Product Warranty shall prevail.

11. LIMITATION OF LIABILITY

11.1 In no event shall Seller's liability hereunder exceed the actual loss or damage sustained by Purchaser, up to the purchase price of the Products. The foregoing limitation of liability shall not apply to claims for bodily injury or damages to real property or tangible personal property to the extent arising from Seller's negligence or a product defect. **11.2 SELLER SHALL NOT BE LIABLE FOR ANY LOSS OF USE, REVENUE OR ANTICIPATED PROFITS; COST OF SUBSTITUTE PRODUCTS OR SERVICES; LOSS OF STORED, TRANSMITTED OR RECORDED DATA; OR FOR ANY INDIRECT, INCIDENTAL, UNFORESEEN, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY OR FORM OF ACTION, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY THEREOF, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SALE OR USE OF THE PRODUCTS. THE FOREGOING IS A SEPARATE, ESSENTIAL TERM OF THIS AGREEMENT AND SHALL BE EFFECTIVE UPON THE FAILURE OF ANY REMEDY, EXCLUSIVE OR NOT.**

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12. INSTALLATION - ADDITIONAL CHARGES

12.1 General. Unless otherwise expressly stipulated in writing, the Products shall be installed by and at the expense of Seller except that Seller shall not provide rigging or site preparation services unless otherwise agreed to in writing by Seller for an additional charge. Seller will not install accessory items such as cabinets, illuminators, darkroom equipment or processors for X-Ray and CT equipment, unless otherwise agreed to in writing by Seller. **12.2 Installation by Seller.** If Seller specifies it will install the Products, the following applies: subject to fulfillment of the obligations set forth in Section 12.3 below, Seller shall install the Products and connect them to the requisite safety switches and power lines to be installed by Purchaser. Except as otherwise specified below, if such installation and connection are performed by Seller's technical personnel, prices shown include the cost thereof, provided that the installation and connection can be performed within the Continental United States or Puerto Rico and during normal business hours. Any overtime charges or other special expenses shall be additional charges to the prices shown. **12.3 Purchaser's Obligations.** Purchaser shall, at its expense, provide all proper and necessary labor and materials for plumbing service, carpentry work, conduit wiring, and other preparations required for such installation and connection. All such labor and materials shall be completed and available at the time of delivery of the Products by Seller. Additionally, Purchaser shall provide free access to the installation site and, if necessary, safe and secure space for storage of Products and equipment prior to installation by Seller. Purchaser shall be responsible, at its sole cost and expense, for obtaining all permits, licenses and approvals required by any federal, state or local authorities in connection with the installation and operation of the Products, including but not limited to any certificate of need and zoning variances. Purchaser shall provide a suitable environment for the Products and shall ensure that its premises are free of hazardous conditions and any concealed or dangerous conditions and that all site requirements are met. Seller shall delay its work until Purchaser has completed the removal of any hazardous materials or has taken any other precautions and completed any other work required by applicable regulations. Purchaser shall reimburse Seller for any increased costs and expenses incurred by Seller that are the result of or are caused by any such delay. In the event that Seller is requested

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

12.4 Regulatory Reporting. In the event that any regulatory activity is performed by anyone other than Seller's authorized personnel, then Purchaser shall be responsible for fulfilling any and all reporting requirements. **12.5 Completion of Installation.**

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

13. PATENT, COPYRIGHT AND OTHER INFRINGEMENT CLAIMS

13.1 Infringement by Seller. Seller warrants that the Products manufactured by Seller and sold hereunder do not infringe any U.S. patent or copyright. If Purchaser receives a claim that any such Products, or parts thereof, infringe upon the rights of others under any U.S. patent or copyright, Purchaser shall notify Seller immediately in writing. Provided that Purchaser gives Seller information, assistance and exclusive authority to evaluate, defend and settle such claims, Seller shall at its own expense and option: indemnify and defend Purchaser against such claims; settle such claims; procure for Purchaser the right to use the Products; or remove or modify them to avoid infringement. If none of these alternatives is available on terms reasonable to Seller, then Purchaser shall return the Products to Seller and Seller shall refund to Purchaser the purchase price paid by Purchaser less reasonable depreciation for Purchaser's use of the Products. The foregoing states Seller's entire obligation and liability, and Purchaser's sole remedy, for claims of infringement. **13.2 Infringement by Purchaser.** If some or all of the Products sold hereunder are made by Seller pursuant to drawings or specifications furnished by Purchaser, or if Purchaser modifies or combines, operates or uses the Products other than as specified by Seller or with any product, data, software, apparatus or program not provided or approved by Seller, then the

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indemnity obligation of Seller under Section 13.1 shall be null and void.

14. DESIGNS AND TRADE SECRETS; LICENSE; CONFIDENTIALITY

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

15. ASSIGNMENT

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

16. COSTS AND FEES

16.1 In the event that any dispute or difference is brought arising from or relating to this Agreement or the

breach, termination or validity thereof, the prevailing party shall be entitled to recover from the other party all reasonable attorneys' fees incurred, together with such other expenses, costs and disbursements as may be allowed by law.

17. MODIFICATION

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

18. GOVERNING LAW; WAIVER OF JURY TRIAL

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

19. COST REPORTING

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

20. INTEGRATION

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

21. SEVERABILITY; HEADINGS

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

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22. WAIVER

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

23. NOTICES

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

24. RIGHTS CUMULATIVE

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

25. END USER CERTIFICATION

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

26. ACCESS TO BOOKS AND RECORDS

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

over a twelve (12) month period, Seller will cause such subcontract to contain a clause to the effect that, until the expiration of four (4) years after the furnishing of any Product or service pursuant to said contract, the related organization will make available upon the written request of the Secretary or the Comptroller, or any of their duly authorized representatives, copies of records of said related organization that are necessary to certify the nature and extent of cost incurred by Purchaser for such Product or service.

27. DISPOSITION OF PRODUCTS

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

28. Debarment

28.1 Seller represents and warrants that Seller and all of its owners, officers, directors and managing employees are not, and during the term of the Agreement shall not be: (a) suspended or excluded from participation in any federal or state health care program (including, without limitation, Medicare, Medicaid, or CHAMPUS/Tricare), or (b) convicted of any criminal offense related to the delivery of any good or service paid for by a federal or state health care program or to the neglect or abuse of patients, or (c) suspended, excluded or sanctioned under any other federal program, including the Department of Defense and the Department of Veterans Affairs. Seller shall notify Purchaser immediately if any event occurs that would make the foregoing representations untrue in whole or part. Notwithstanding any other provision of this Agreement, Purchaser shall have the right to immediately terminate this Agreement for any breach of any of the foregoing representations and warranties.

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

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

"**Agreement**" shall mean the attached (i) Quotation for Products and/or Services including the Terms and Conditions of Sale and applicable schedules; and/or (ii) Software License Agreement describing the software licensed herein and the specific system for which the license is issued.

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

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

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

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

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

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

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SIEMENS REPRESENTATIVE

Greg Martin

greg.martin.ext@siemens-healthineers.com

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Revised

03/15/05

TRADE-IN EQUIPMENT REQUIREMENTS

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

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

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

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

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

CT Warranty Information

Product (New Systems and "ECO" Refurbished Systems Only)	Period of Warranty ¹	Coverage	
SOMATOM.go			SOMATOM.go requires Smart Remote Services (SRS) Connection prior to system installation or requires purchase of "No SRS" option.
CT System (not including consumables)	12 months	Full Warranty (parts & labor, including ALL tubes) Principal Coverage Period 8am-5pm Monday through Friday ²	

The parts warranty below only applies to purchased parts, not to replacement parts provided pursuant to a warranty. Repairs or replacements shall not interrupt, extend or prolong the term of the warranty.

Vectron	Prorated to a maximum of 160,000 scan-seconds or 12 months whichever occurs first	Prorated credit given to customer against replacement cost	credit percentage = (160,000 – scan-seconds used)/160,000*100
Straton	Prorated to a maximum of 160,000 scan-seconds or 12 months whichever occurs first	Prorated credit given to customer against replacement cost	credit percentage = (160,000 – scan-seconds used)/160,000*100
Dura 181, 202, 302, 352	Prorated to a maximum of 40,000 scan-seconds or 6 months whichever occurs first	Prorated credit given to customer against replacement cost	credit percentage = (40,000 – scan-seconds used) / 40,000*100
Dura Akron B tubes	Prorated to a maximum of 40,000 scan-seconds or 6 months whichever occurs first	Prorated credit given to customer against replacement cost	credit percentage = (40,000 – scan-seconds used) / 40,000*100
Dura Akron Q tubes	Prorated to a maximum of 30,000 scan-seconds or 6 months whichever occurs first	Prorated credit given to customer against replacement cost	credit percentage = (30,000 – scan-seconds used) / 30,000*100
Dura Akron 422 tubes	Prorated to a maximum of 100,000 scan-seconds or 12 months whichever occurs first	Prorated credit given to customer against replacement cost	credit percentage = (100,000 – scan-seconds used) / 100,000*100
Dura Akron 688 tubes	Prorated to a maximum of 100,000 scan-seconds or 12 months whichever occurs first	Prorated credit given to customer against replacement cost	credit percentage = (100,000 – scan-seconds used) / 100,000*100
Chronon tubes	Prorated to a maximum of 100,000 scan-seconds or 12 months whichever occurs first	Prorated credit given to customer against replacement cost	credit percentage = (100,000 – scan-seconds used) / 100,000*100

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

SIEMENS REPRESENTATIVE
Greg Martin
greg.martin.ext@siemens-healthineers.com

Athlon tubes	Prorated to a maximum of 100,000 scan-seconds or 12 months whichever occurs first	Prorated credit given to customer against replacement cost	credit percentage = (100,000 – scan-seconds used) / 100,000*100
Consumables	Not covered		

Post-Warranty (after expiration of system warranty) – Replacement parts only!			
Items above	As described above, but parts only	As described above, but parts only	As described above, but parts only
Spare Parts	6 months	Parts only	

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

¹Period 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.

²Standard deliverable independent of subsequent service contract commitment



District / Sales Office

SIEMENS MEDICAL SOLUTIONS USA, INC.

Attn: Eric Crawford
 Phone: (970) 237-0013
 Email: eric.crawford@siemens-healthineers.com

Sold To

WASHINGTON RADIATION ONCOLOGY
 CTR
 39101 CIVIC CENTER DRIVE
 FREMONT, CA 94538

Bill To

WASHINGTON RADIATION ONCOLOGY
 CTR
 39101 CIVIC CENTER DRIVE
 FREMONT, CA 94538

Payer

WASHINGTON RADIATION ONCOLOGY
 CTR
 39101 CIVIC CENTER DRIVE
 FREMONT, CA 94538

Siemens Medical Solutions USA, Inc. is pleased to submit the following proposal for service and maintenance described herein at the stated prices and terms. Subject to your acceptance of the terms and conditions on the face and general terms and conditions Document hereof.

Item #	System Name	Functional Location	Service Agreement	Contract Duration	Warranty Period Price	Partial Year Price	Annual Price
1	Somatom.go Sim RO (Athlon)		Select contract	Warranty + 7 Years	\$0	\$0	\$70,481

Proactive Service Plans: (Pinnacle, Select, Essential) Notwithstanding anything to the contrary contained in this Agreement, remote access to the Equipment identified above will be established through a broadband internet-based connection to the Siemens teamplay network. The Equipment must remain connected to the teamplay network for the Contract Duration. Failure to maintain such connection will result in increased fees in accordance with the terms and conditions below.

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

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

Terms of payment: Net 45 days from invoice date.

Customer's Acceptance

Siemens Medical Solutions USA, Inc.

 (By) (Signature)

 (By) (Signature)

 Name and Title

Eric Crawford Product Sales Executive

 Name and Title

Acceptance Date _____

Customer P.O. # _____ (enter P.O. # for contract billing; if not provided, Siemens will invoice without P.O.)
 _____ (Initial if P.O. is required but will be issued prior to warranty expiration)
Standing P.O. # _____ (for T&M charges outside of the contract)

This service agreement proposal is valid for 30 days. Agreement becomes effective upon customer signature and Siemens acceptance. Customer's acceptance acknowledges receipt and agreement to Terms and Conditions set forth on all pages of this proposal.

Exhibit A

Item #1:

Equipment:	Somatom.go Sim RO (Athlon)		
Equipment Location:	WASHINGTON RADIATION ONCOLOGY CTR		
Address:	39101 CIVIC CENTER DRIVE, FREMONT, CA 94538		
Functional Location:	Service Quote Nr: 1-V1CG7D Rev 0	Equipment Quote Nr: CPQ-331760	Payment Frequency: Monthly
Standard Warranty: Extended Warranty	Warranty Start: Upon Warranty Commencement	Warranty End: 1 Year Duration	Warranty Price: \$0
Service Agreement: Select contract	Contract Start: Upon Warranty Expiration	Contract End: 7 Year Duration	Annual Price: \$70,481

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

Coverage applies during the Warranty or Contract Period as indicated:	Warranty Period	Contract Period
Principal Coverage Period	08:00am - 10:00pm M-F	08:00am - 10:00pm M-F
Annual Exam Allowance	Unlimited	1,800 exams per year/Overage Charge / \$74 per exam
Uptime Guarantee	98%	98%
Phone Response	30 min	30 min
On-Site Response	4 hours	4 hours
Parts Order Requirement	noon	noon
Parts Delivery	Same Day	Same Day
X-Ray Tube Coverage Unlimited	✓	✓
Mobile Tablet Device Coverage	✓	✓
CT Detector Coverage	✓	✓
Safety Checks	✓	✓
Planned Maintenance	✓	✓
Quality Assurance	✓	✓
Updates	✓	✓
Technical Phone Support	✓	✓
Labor	✓	✓
Travel	✓	✓
General Spare Parts Coverage	✓	✓
Application Hotline Phone Support	✓	✓
teampay Fleet Access	✓	✓
PM's performed outside PCP weekdays	✓	✓
Continuous Effort	✓	✓
Evolve - AdvanceNow (for systems on SW Versions XA and above)	✓	✓
Smart Remote Services	✓	✓
No Consumable Coverage	✓	✓
Enhanced Virtual Learning Sub	N/A	Qty 1
Accredited Self Study Program	N/A	Qty 1
ACR Support Package for CT	N/A	✓

Exam definition: An "Exam" is a range of measurements pertaining to a specific clinical question, generally as part of a referral. An Exam includes all series for one specific part of the patient's body.

Calculation of Exams and Overage Fees will be based on a utilization report from teampay. The unit of measure will be based on the number of patient Exams as set forth in the teampay utilization report. A 3% allowable Exam overage is permitted before Customer will incur any overage fees, to allow for Exam count differences. Siemens shall invoice Customer at the end of each annual period for any overage Exam fees in accordance with the Exam Rate charge set forth in this Agreement. Payments are due net 45 days from the invoice date. The Equipment

must remain connected to the teamplay network for the Contract Duration. Should Customer fail to maintain such connection, other than as a result of a Force Majeure occurrence, at any time during the Contract Duration, [pricing will be increased to Siemens' then-current pricing for unlimited exams.]

Terms:

Allowance Option. If Customer chooses the Allowance Option, then Customer may increase the Exam Allowance threshold to the next higher tier and increase the annual charge by the amount indicated in the Option/Alternative items by notifying Siemens in writing at least thirty (30) days before the start of each annual period. Siemens will then adjust the Annual Agreement Price accordingly. Should Customer elect to increase the Exam Allowance to this Option/Alternative at any time other than the start of a new annual period, the adjustment shall be retroactive to the start of the current annual period, and Siemens shall invoice Customer for the difference in the Annual Agreement Price for the previous months in the current annual period and adjust the Annual Agreement Price for the remaining months in the current annual period. Invoices for retroactive adjustments shall be due net 30 days from the invoice date. The Exam Allowance for a period of less than one year will be calculated by dividing the contracted annual Exam Allowance (e.g., 1800 exams) by 360 days and then multiplying by the number of days from period start date until contract expiration.

Pay Per Exam Option. If Customer chooses the Pay Per Exam option, then Siemens shall calculate the number of Exams performed during each month and shall invoice Customer on a monthly basis in accordance with the price per Exam charge set forth in this Agreement. To allow for Exam count differences, Customer shall not be billed for a 3% overage of the total monthly Exam count as calculated by Siemens. Payments are due net 30 days from the invoice date.

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

Opt/ Alt	Option / Alternative	Add to Warranty Price	Add to Contract Annual Price	Initial
Alt	3,000 exams per year/Overage Charge / \$45 per exam	N/A	\$5,241	
Alt	5,000 exams per year/Overage Charge / \$28 per exam	N/A	\$10,481	
Alt	8,000 exams per year/Overage Charge / \$19 per exam	N/A	\$15,128	
Alt	Unlimited Exams	N/A	\$31,445	

The Annual Exam Period start date will commence following warranty expiration and will run for 365 days. Annual periods will run consecutively.

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

Note: The proposal for this system has been developed based on VIZIENT SUPPLY LLC national agreement.

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

Glossary

Deliverables	Description
\$19 per exam <i>(Alternative)</i>	With an Exam Allowance contract, this is the rate that each exam over the allowance will be billed at. For the Pay Per Exam contract, this is the rate that each exam is billed at.
\$28 per exam <i>(Alternative)</i>	With an Exam Allowance contract, this is the rate that each exam over the allowance will be billed at. For the Pay Per Exam contract, this is the rate that each exam is billed at.
\$45 per exam <i>(Alternative)</i>	With an Exam Allowance contract, this is the rate that each exam over the allowance will be billed at. For the Pay Per Exam contract, this is the rate that each exam is billed at.
\$74 per exam	With an Exam Allowance contract, this is the rate that each exam over the allowance will be billed at. For the Pay Per Exam contract, this is the rate that each exam is billed at.
1,800 exams per year/Overage Charge	Maintenance of detector head assembly (including crystal, circuit boards, and associated cables) to Manufacturer's image-quality specifications, including labor, parts (only General Spare Parts Coverage is included in Exhibit A - up to defined limits in Exhibit A if applicable) and crystal coefficient regeneration as necessary. Excludes damage caused by thermal fluctuations outside specifications, mechanical shock, electrical transients and hydration caused by improper environmental conditions.
3,000 exams per year/Overage Charge <i>(Alternative)</i>	Coverage includes up to 3,000 patient exams per year in this contract. Exam overage fees will be incurred at the rate described in Exhibit A once 3,000 is exceeded.
5,000 exams per year/Overage Charge <i>(Alternative)</i>	Coverage includes up to 5,000 patient exams per year in this contract. Exam overage fees will be incurred at the rate described in Exhibit A once 5,000 is exceeded.
8,000 exams per year/Overage Charge <i>(Alternative)</i>	Up to 8,000 exams per year are included in this contract. Exam overage fees will be incurred at the rate described in Exhibit A once 8,000 is exceeded.
Accredited Self Study Program	This accredited self-study program provides the latest trends in imaging. These hot topic review articles will be mailed directly to your institution and will provide up to 24 Category A Continuing Education Credits fully recognized by ARRT and NMTCB. A comprehensive study guide accompanies each article to help ensure focus on technologist-relevant information.
ACR Support Package for CT	This ACR accreditation assistance package includes a remotely executed pre-submission system quality check to evaluate the readiness of one applicable Siemens system to acquire images for ACR accreditation. Supporting deliverables include one printed accreditation guidebook (additional copies available electronically) aligned to the applicable Siemens system and Siemens operating system nomenclature, workflow templates and/or phantom acquisition protocols and available web based user training containing imaging acquisition tips relative to the ACR accreditation process. Additionally, unlimited technical and clinical applications phone support pertaining to the system readiness and deliverables described above, performed by the Uptime Service Center during normal hours of operation M-F 8-8PM EST during the term of this engagement agreement. Customer is responsible for applying for accreditation, and all tasks and costs related to the application and acquiring the ACR phantom, collecting images, working with and communicating with the ACR. Numerous factors determine whether a site receives ACR accreditation. Therefore, Siemens does not guarantee a site will receive ACR accreditation.
Application Hotline Phone Support	Siemens Customer Care Center Clinical Applications Phone Support is provided with this contract during modality specified hours, call 1-800-888-7436 with your questions and to receive direct access to a Clinical Education Specialist.
Continuous Effort	In room-down/system-down situations, on-site work will continue past the contract Principal Coverage Period (PCP), up to 7 days a week (if PCP weekend coverage is selected), at no additional charge until the system is repaired, but not later than 1:00 a.m. local time. Continuous Effort applies only when a CSE has been on-site for at least one (1) hour prior to the end of the PCP. In such a case, Continuous Effort shall begin at the end of the same day PCP and end at 1 a.m. the following calendar day. Continuous Effort shall resume in the early phase of the next PCP period or next day. Work can also resume a later time with the consent of the Customer.
CT Detector Coverage	Repair and maintenance coverage of UFC (Ultra Fast Ceramic) multislice spiral CT Detector.

Deliverables	Description
Enhanced Virtual Learning Sub	This 12 month multi-modality subscription provides access for imaging professionals to receive additional educational content. This high-value content includes step-by-step performance-enhancing videos, a minimum of 6 one-hour on-demand webinars covering current clinical and industry topics, and access for up to 24 CEUs via your PEPconnect Virtual Wallet. The on-demand webinars are recorded and posted on a regular basis over the term of the subscription and are available for unlimited viewing once posted. Imaging professionals must be logged into PEPconnect (Siemens' online learning platform) to be eligible to receive the CEUs. PEPconnect provides access to all online and virtual training with a wide variety of product-specific, clinical and job-relevant courses. This educational offering must be completed 12 months from purchase date. If training is not completed within the applicable time period, Siemens obligation to provide the training will expire without refund.
Evolve - AdvanceNow (for systems on SW Versions XA and above)	Customer receives all software upgrades to the main system as they become available, as well as any replacement computing hardware required to assure software performance and compatibility. Updates and upgrades are provided via remote connection if possible. Includes any required applications training for the associated update or upgrade. Syngo MultiModality Workplace excluded in all cases.
General Spare Parts Coverage	Replacement of standard spare parts. Excludes high-vacuum components (image intensifiers, x-ray tubes, CT tubes, mammography tubes). Excludes consumables (batteries, leads, padding, storage media, cassettes, radioactive sources, etc.), analog persistence scopes, shock wave components, transducers, TEE's and specialty probes, flat panel detectors, collimators, MMLC, and waveguides. Excludes non-Siemens parts (MR surface coils, VCR, injector, laser, printer, chiller, UPS, etc.) unless specifically identified in Exhibit A. <u>For Oncology only:</u> Excludes high-vacuum components (including Magnetron, Klystron and Thyatron), waveguides, and other glassware, including tubes. Excludes multileaf collimator (58-leaf), Optifocus 82-leaf MLC, Optivue flat panel, Beamview, Micromoduleaf Collimator, Lantis computer hardware, Coherence RT Archive, Lantis and Coherence software subscription and support.
Labor	Unlimited coverage of on-site labor during the Principal Coverage Period indicated. Preferred labor rates for billable service outside of Principal Coverage Period (at current prevailing tiered rates).
Mobile Tablet Device Coverage	Covers replacement of mobile tablets and associated protective jackets for wear or failure. Excludes damage that has resulted from improper handling or carelessness (examples include but are not limited to damage to the screen or housing (e.g. gouges, tears, cuts, cracks, or impacts). Damage to the mobile tablet device or its protective jacket are chargeable and may cost up to approximately \$10,000 each after any applicable exchange credit has been applied.
No Consumable Coverage	Upon selection to not have consumable coverage, customer agrees to supply at his/her own expense consumables, such as but not limited to, batteries, leads, padding, storage media, cassettes, etc. Full list of consumables covered can be found on teamplay Fleet customer portal: fleet.siemens-healthineers.com .
On-Site Response	Siemens guarantees on-site CSE arrival within a specific time period (see Exhibit A) after a call for service has been placed with the Siemens Customer Care Center. This on-site response applies in system/room down situations only. (See Response Time Guarantee in General Terms and Conditions for additional information)
Parts Delivery	Spare parts arrival for on-site repair of room-down/system-down is typically the Same Day following the time the parts order is submitted.
Parts Order Requirement	Parts order must be placed with Siemens by noon (Customer's local time) in order to receive Parts Delivery commitment as specified.
Phone Response	A representative from Siemens Healthineers will follow up with the customer within this timeframe to discuss the status of the initial notification.
Planned Maintenance	Preventive services carried out in accordance with the equipment's specific maintenance plan. This includes: tracking and scheduling of required maintenance tasks; exchange of wear and tear parts according to maintenance plan; care measures; adjustments to factory specifications; verification of specified performance and functionality; documentation and detailed protocol of system condition.
PM's performed outside PCP weekdays	Siemens will coordinate planned maintenance in accordance with the manufacturer's recommendations outside the PCP hours indicated in Exhibit A, on Weekdays only, between the hours of 6AM to 2AM Local Time.
Principal Coverage Period	Specific 14-hour period during which agreed-upon services are provided, as noted above.
Quality Assurance	Quality Assurance tasks are performed to keep the system within the quality specifications as issued by the relevant Equipment's specifications. They consist of <ul style="list-style-type: none"> Tracking and scheduling of required quality assurance tasks Check of measuring and image quality parameters Verification of specified quality parameters Adjustments to factory quality specifications Documentation and detailed quality report of system condition

Deliverables	Description			
Safety Checks	Safety Checks are performed to insure compliance with all local and federal guidelines and regulations. This service consists of Tracking and scheduling of required tests Mechanical Safety Checks (e.g. mechanical movements etc.) Electrical Safety Checks (e.g. leakage currents, insulation etc.) Reporting of findings and results			
Smart Remote Services	Smart Remote Services – the efficient and comprehensive infrastructure for medical equipment-related remote services – combines high-tech medical engineering with state-of-the-art information technology. Services, which formerly required on-site visits, are now available via data transfer. SRS enables both Core Services (which are included as part of our standard service agreements), as well as optional services (called Enhanced Productivity Services - EPS). A VPN connection is required.			
teamply Fleet Access	teamply Fleet portal provides most relevant equipment information, including contract duration and service level agreement across your entire institution and multiple locations. Access includes documents, online training courses provided by PEPconnect and smart connection to other teamply applications across any of Siemens Healthineers imaging, laboratory and software solutions.			
Technical Phone Support	Access to specialists at the Siemens Customer Care Center for fast diagnosis and technical support is available during Core Modality Hours. Technical support resources will be available outside of Core Modality Hours on an on-call basis during the On-Call Hours specified by modality. Telephone response times cannot be guaranteed outside of Core Modality Hours. All modality hours are listed below (and can also be found on teamply Fleet: fleet.siemens-healthineers.com) and are subject to change.			
	Modality	Core Modality Hours (CMH)	On-Call Hours (EST)	On-Call Hours (EST)
	AT AX	7:00a - 7:00p M-F	24x7 outside CMH	
	AT SU	8:00a - 6:00p M-F	N/A	
	AT ECS	8:00a - 6:00p M-F	6:00p - 12:00a M-F	
	CT	7:00a - 1:00a M-F	7:00a – 5:00p Sat-Sun	24x7 outside CMH
	MI PET	6:30a – 10:00p M-F	7:00a – 3:00p Sat-Sun	6:30a –10:00p Holidays
	MI SPECT	7:00a - 8:00p M-F	8:00p - 12:00a M-F 7:00a – 5:00p Sat-Sun	6:00a –12:00a Holidays
	MI PCL	8:00a - 6:00p M-F	N/A	
	MR	6:30a - 9:00p M-F	7:00a – 5:00p Sat	24x7 outside CMH
	ULT	7:30a - 8:00p M-F	8:00a – 11:00p M-F	8:00a – 8:00p Sat-Sun
	XPRF	8:00a - 7:00p M-F	7:00a – 12:00a M-F	8:00a – 8:00p Sat-Sun
	XPWH, XPU, XPSu	8:00a – 5:30p M-F	5:30a – 12:00a M-F	8:00a – 8:00p Sat-Sun
Travel	Includes travel time for Customer Service Engineer to and from Customer's site. Subject to change to reflect currently prevailing rates, if occurring outside of the Principal Coverage Period indicated.			
Unlimited Exams	Coverage includes an unlimited number of Patient Exams per year.			
Updates	Modifications or reliability enhancements to equipment includes two types: Mandatory (safety and performance-related update instructions) and Non-mandatory (reliability-related service instructions). Labor is included during the hours of PCP. Does not include enhancements to the operating systems or additional functionality.			
Uptime Guarantee	Siemens guarantees that the Equipment will function at the minimum Uptime Performance level as specified on Exhibit A. System availability is calculated over a 12-month period, calculated over the Principal Coverage Period. Siemens Remote Services (SRS) connection via VPN broadband is required. (See Uptime Guarantee of General Terms and Conditions for further details.)			
X-Ray Tube Coverage Unlimited	Warranty - Unlimited tube coverage provided on all CT x-ray tubes. After warranty - Annual x-ray tube coverage is unlimited scan seconds.			

Siemens Medical Solutions USA, Inc. General Terms and Conditions

1. Scope

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

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

2. Principal Coverage Period (PCP)

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

3. Replacement Parts and Labor

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

4. Planned Maintenance (PM)

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

5. Software Maintenance

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

Nothing in this Agreement shall in any way grant to Customer any right to or license in any diagnostic service software utilized by Siemens in servicing the Equipment. Such service software is and remains the property of Siemens and is available to Customer pursuant to the terms and conditions of a separate diagnostic materials

license agreement, which may require payment of a license fee. This service software shall be disabled by Siemens upon cancellation or termination of this Agreement.

6. Equipment; Location; Remote Access

The Equipment covered under this Agreement is limited to the Siemens furnished Equipment described on the face sheet(s). Customer is required to maintain the Equipment in accordance with the manufacturer's written specifications. The Equipment shall not be moved to another location unless Customer obtains the prior written consent of Siemens, except that Customer shall be entitled to move: portable Equipment (e.g., Ultrasound equipment so long as it remains inside the Customer's same facility to which it was originally delivered). Siemens Equipment that is housed in a mobile vehicle, van or trailer may be moved to other locations within the same facility, so long as the Customer informs Siemens of the location of the Equipment when Siemens is scheduled to provide on-site service. If Equipment is located in a trailer, van or other form of mobile vehicle, the Equipment may be moved from the Equipment Location identified on Exhibit A, provided, however, that Siemens shall not be required to service such Equipment, and the Response Time and Uptime Performance Guarantees (if any) or Availability Commitment (if applicable) shall not apply, if either (a) the Customer does not notify Siemens at least one (1) month in advance of the Equipment's mobile route, or (b) the Equipment is moved more than 25 miles from the original Equipment Location. If fixed Equipment is moved to any other location within the Customer's facility, then either (a) the Customer will engage Siemens to relocate the Equipment, at Siemens' then current rates and charges, or (b) if Siemens does not perform the services necessary to relocate the Equipment, then Siemens may suspend services with respect to such Equipment until Siemens performs an inspection of the Equipment, at the Customer's cost, to determine if any repairs are necessitated as a result of any such relocation (in which case the Customer shall be separately charged for such repairs, including parts and labor, at Siemens' rates and charges then in effect). Customer shall, at its expense, provide all proper and necessary labor and materials for plumbing service, carpentry work, electrical and conduit wiring, water supply, ventilation and other preparations required for such installation and connection services and all the permitting relating to the foregoing. All such labor and materials shall be completed by Customer and available prior to the time Siemens is scheduled to perform the services.

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

Customer shall arrange for the Equipment to be cleaned and decontaminated after contact with blood or other potentially infectious material. However, Customer shall have no obligation to open closed Equipment to clean or decontaminate internal components.

Customer shall provide Siemens with both on-site and remote access to the Equipment. Customer shall provide on-site access at premises free of hazardous, concealed or dangerous conditions, including safe and unobstructed means of ingress and egress. The remote access shall be provided through the Customer network as is reasonably necessary for Siemens to provide services under this Agreement. Remote access will be established through a broadband internet based connection to either a Customer owned or Siemens provided secure end-point. The method of connection will be a Peer-to-Peer VPN IPsec tunnel (non-client based) or another technology specified by Siemens which provides a comparable level of protection, in either case with specific inbound and outbound port requirements.

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

7. Agreement Term; Price; Payment Terms

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

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

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

After the first year of the term of the Equipment coverage period set forth in the Agreement, Siemens may increase the Annual Agreement Price no more than once every twelve (12) months based upon the percentage increase in the Consumer Price

Index for All Urban Consumers, U.S. City Average, All Items ("CPI"), as published by the United States Department of Labor, Bureau of Labor Statistics. The percentage increase in the CPI shall be measured over the period since the commencement of the Agreement (in the case of the first price increase) or since the effective date of the last price increase (in the case of any subsequent price increases). Siemens shall provide the Customer with no less than thirty (30) days written notice of any price increase.

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

8. Causes for Exclusion/Separate Charges

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

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

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

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

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

9. Default

Customer shall be in default under this Agreement upon: (i) a failure by Customer to make any payment due Siemens within ten (10) days of receipt of notice from Siemens that the payment was not made within the applicable payment period; (ii) a failure by Customer to perform any other obligation under this Agreement within thirty (30) days of receipt of notice from Siemens; (iii) a failure by Customer to grant Siemens access to the Equipment as set forth in Section 6 of this Agreement; (iv) a failure by Customer to notify Siemens the Equipment is in need of remedial maintenance or to permit Siemens to inspect, repair or adjust the Equipment as deemed necessary by Siemens (a) as set forth in Section 1 of this Agreement; or (b) at any time during the term of this Agreement in order to keep the Equipment operating in material compliance with the written specifications; (v) a failure by Customer to maintain the Equipment in accordance with the manufacturer's written specifications; (vi) a failure by Customer to purchase from Siemens all necessary replacement parts and labor that are excluded from coverage under this Agreement;

(vii) a default by Customer or any affiliate of the Customer under any other obligation to or agreement with Siemens or Siemens Financial Services, Inc. or any assignee of the foregoing (including but not limited to, a promissory note, lease, rental agreement, license agreement or purchase contract); or (viii) the commencement of any insolvency, bankruptcy or similar proceedings by or against the Customer (including any assignment by Customer for the benefit of creditors). Upon the occurrence of any event of default hereunder, Siemens may, in addition to any and all other remedies available under law, elect to: (i) immediately cease providing services under this Agreement and any and all other agreements between the parties, or suspend any training courses or educational offerings provided under this Agreement, until the default is cured or corrected, (ii) terminate this Agreement, in which case Customer shall pay to Siemens (a) all amounts due under this Agreement through the effective date of termination, (b) as liquidated damages and not as a penalty, an amount equal to 25% of the remaining payments due under this Agreement from the date of termination through the scheduled expiration of the term of this Agreement, and (c) all costs and expenses of collection, including without limitation reasonable attorneys' fees and court costs incurred by Siemens as a result of the Customer's default, (iii) void any and all warranties for the Equipment that has been affected by the use of unauthorized replacement parts and/or Customer or third-party labor; and/or (iv) commence collection actions (including court actions) for all sums due under this Agreement. All rights and remedies available to Siemens hereunder, by law or equity, shall be cumulative and there shall be no obligation for Siemens to exercise a particular remedy.

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

10. Limitation of Liability

Siemens' entire liability and Customer's exclusive remedy for any direct damages incurred by the Customer from any cause whatsoever, and regardless of the form of action, whether liability in contract or in tort, arising under this Agreement or related hereto, shall not exceed, as applicable: (i) an amount equal to the Annual Agreement Price (in effect when the cause of action arose) for the specific item of Equipment under this Agreement that caused the damage or is the subject matter of, or is directly related to, the cause of action, or (ii) the amount paid by Customer to Siemens under this Agreement for the particular training course or educational offering that is the subject matter of the claim. The foregoing limitation of liability shall not apply to claims by Customer or third parties for bodily injury or damage to real property or tangible personal property (including damage to the Equipment covered by this Agreement) caused solely and directly by the gross negligence or willful misconduct of Siemens; and (ii) claims by Customer for an uncured, material breach of the June 25, 2019 Business Associate Agreement between the parties. In addition, Siemens shall have no liability hereunder to Customer to the extent that Customer's or any third party's acts or omissions contributed in any way to any loss it sustained or to the extent that the loss or damage is due to a force majeure occurrence as described in Section 17 hereof.

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

11. Notices

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

12. Governing Law; Waiver of Jury Trial

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

13. Government Access Clause

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

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

14. Damages, Costs, And Fees

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

15. Severability; Headings

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

16. Waiver

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

17. Force Majeure

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

18. Confidentiality

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

Any unauthorized use, disclosure or misappropriation of any Confidential Information by the receiving party in violation of the foregoing may result in irreparable and continuing damage to the disclosing party; in the event of such breach, the disclosing party shall be entitled to obtain immediate injunctive relief and any other relief or remedies to which it may be entitled. The receiving party waives any requirement that the disclosing party post a bond or other security in connection with any petition filed by the disclosing party for injunctive relief. In the event that a court of competent jurisdiction determines that the receiving party has breached this provision, then the receiving party shall reimburse the disclosing party for the costs of any court proceedings and all reasonable attorneys' fees. Notwithstanding the foregoing, Seller understands that Customer may be subject to California open records laws. Customer shall not be prohibited from complying with such open records laws if required to do so; however, Customer shall (a) promptly notify Siemens in writing of any such open records laws requests, (b) give Siemens sufficient time to challenge the request or redact any necessary information to the extent permitted by law, and (c) only provide such information as is necessary to comply with such open records laws.

19. End of Support Announcement

Notwithstanding anything to the contrary contained herein, in the event that Siemens makes a general announcement that it will no longer offer service agreements for an item of Equipment or components thereof, or provide a particular service agreement option or feature, whether due to the unavailability of spare parts or otherwise (an "EOS Announcement"), then upon no less than twelve (12) months prior written notice to the Customer, Siemens may remove any affected Equipment, components, options or features from coverage under this Agreement, with a corresponding adjustment of the Annual Agreement Price. In addition, at the end of this twelve (12) month period, the Customer may either remove the affected Equipment, components, options or features from coverage under this Agreement on or after the EOS date and with no less than thirty (30) days written notice; or request that Siemens provide service or parts on a time and materials basis only, at Siemens' rates and terms then in effect, for any Equipment, components, options or features subject to an EOS Announcement.

20. Removal of Equipment from Coverage

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

21. HIPAA

The Business Associate Agreement between the parties dated June 25, 2019 is incorporated into this Agreement as if set forth at length herein.

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

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

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

For purposes of calculating the Uptime Performance level percentage, such computation shall be made over the PCP, to include any extended coverage hours as indicated on Exhibit A. The Equipment's Uptime Performance shall be calculated to comply with the above guidelines on an annual basis. If the Equipment's Uptime Performance level is found to be less than the guaranteed percentage, as computed in accordance with the above guidelines, Siemens will extend the term of this Agreement by seven (7) calendar days (30 calendar days for Oncology Care Systems) for every percentage point (rounded

to the nearest percent) below the guaranteed percentage. These days will be added at the end of the term of this Agreement. For example, if the guaranteed percentage is 97%, then 96% Uptime Performance would result in an extension of seven (7) calendar days and 95% Uptime Performance would result in an extension of fourteen (14) calendar days. The foregoing states Siemens' entire obligation and liability, and the Customer's sole remedy, for Siemens' failure to meet the Uptime Performance Guarantee.

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

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

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

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

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

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

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

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

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

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

Title to the Tools shall be and at all times remain with Siemens and Customer shall keep the same free and clear of any and all liens and claims. Customer (i) authorizes Siemens to execute in Customer's name and file (and Customer shall promptly execute, if requested by Siemens) and (ii) irrevocably appoints Siemens its agent and attorney-in-fact to execute in the name of Customer and file, with

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such authorities and at such locations as Siemens may deem appropriate, any Uniform Commercial Code financing statements evidencing Siemens' ownership of the Tools. Risk of loss shall pass to Customer upon delivery. Customer shall maintain at its expense adequate liability insurance with respect to its possession and use of the Tools and against all common risks (i.e., fire, flood, theft, Acts of God, etc.) for the full replacement value of the Tools. At the request of Siemens, Customer shall provide Siemens with an insurance certificate evidencing such insurance coverage.

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

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

25. Centralized Depot Repair Procedures [DOES NOT APPLY TO EVERY SERVICE AGREEMENT]

For any Equipment that includes Centralized Depot Repair and Loaner Program as specified in Exhibit A, Siemens may provide the Customer a comparable system ("Loaned System") while Siemens attempts to repair the non-complying system. Purchaser's use of the Loaned System commences upon receipt of the Loaned System and continues until receipt of the repaired or replaced system (the "Loan Period"). The Loaned System must be returned to Siemens within two (2) business days of receiving the repaired or replaced system, and in accordance with the Siemens' written instructions. The Loaned System shall be returned in the same condition as when delivered, ordinary wear and tear excepted. Title to the Loaned System shall at all times remain with Siemens, but Customer will be responsible for equipment that is lost, stolen, or damaged during the Loan Period. Customer is also responsible for any personal injuries or property damages caused by the negligent acts or omissions of Customer, its officers, directors, employees or agents. Customer agrees to use the Loaned System in accordance with all instructions and manuals, and to immediately report to Siemens any malfunction or defect in the Loaned System. If the Loaned System is not returned to Siemens per requirements herein then Purchaser will be charged, and agrees to pay Siemens, a monthly rental fee of 3.5% of the fair market value of the Loaned System as determined by Siemens for each full month (or any portion thereof) until Siemens receives the Loaned System.

26. Non-Assignment

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

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

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

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

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

28. Cost Reporting

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

29. Execution; Counterparts

If the Customer is a corporation or partnership, the person signing this Agreement on its behalf certifies that such person is an officer or partner thereof, that his or her action was duly authorized by appropriate corporate or partnership action, that such action does not conflict with the corporate charter or bylaws or the partnership agreement, as the case may be, or any contractual provision binding on such corporation or partnership, and that no consent of any stockholders to his or her action is required.

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

30. Entire Agreement

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

31. Debarment

Seller represents and warrants that Seller and all of its owners, officers, directors and managing employees are not, and during the term of the Agreement shall not be: (a) suspended or excluded from participation in any federal or state health care program (including, without limitation, Medicare, Medi-Cal, or CHAMPUS/Tricare), or (b) convicted of any criminal offense related to the delivery of any good or service paid for by a federal or state health care program or to the neglect or abuse of patients, or (c) suspended, excluded or sanctioned under any other federal program, including the Department of Defense and the Department of Veterans Affairs. Seller shall notify Purchaser immediately if any event occurs that would make the foregoing representations untrue in whole or part. Notwithstanding any other provision of this Agreement, Purchaser shall have the right to immediately terminate this Agreement for any breach of any of the foregoing representations and warranties.



TRUSTED ACCURACY

Modus Medical Devices Inc.

1570 North Routledge Park
London ON, Canada N6H 5L6
Phone: 519-438-2409 Fax: 519-643-0127
info@modusqa.com

QUOTE

Number QUO-05143
Revision 0
Issue Date Mar 28, 2022
Expiry Date Apr 30, 2022

Quote Contact - Raymond Dykstra at rdykstra@modusqa.com or 519-438-2409

Sold To:	Ship To:
Pam Fuerst Washington Radiation Oncology Center 39101 Civic Center Dr. Fremont, CA USA 94538	Pam Fuerst Washington Radiation Oncology Center 39101 Civic Center Dr. Fremont, CA USA 94538

Details			
Currency:	US Dollar	Payment Terms:	Net 30
Shipping Method:	FedEx	FOB:	ExWorks

Product Number	Product Description	Qty	Price	Sub Total
0100-1011-v2	QUASAR™ Programmable Respiratory Motion Phantom- Includes User's Guide, Software, Acrylic Ion Chamber Holder and Cedar Insert (optional inserts available).	1	\$15,680.00	\$15,680.00
500-2003	Heavy Duty Shipping Case for Respiratory Motion Phantom (100-1011) (replaces container)	1	\$710.00	\$710.00
500-3175	Dummy Polystyrene Ion Chamber-	1	\$190.00	\$190.00
500-3305	Acrylic Insert	1	\$670.00	\$670.00
500-3317	4D CT Imaging Insert	1	\$2,210.00	\$2,210.00
500-3330	RESP-Rotation Stage	1	\$910.00	\$910.00
500-3331	Offset-Cedar Insert with Solid Tumour	1	\$1,210.00	\$1,210.00
500-3332	Offset-Cedar Insert with Solid Tumour- drilled	1	\$1,570.00	\$1,570.00
500-3333	Offset-Cedar Insert with Split Tumour- for Gafchromic film	1	\$1,960.00	\$1,960.00
500-3335	Offset-Cedar Ion Chamber Holder- 8cm dia-drilled	1	\$440.00	\$440.00

Sub Total: \$25,550.00
Shipping Amount: \$195.00
Total Amount: \$25,745.00

Details:
Please note ion-chamber specifications when placing order.

Notes:
All taxes, duties, and customs fees are extra if applicable.
Credit card payment subject to 3% processing fee.
Delivery is approximately 30 days, to be confirmed when your order is placed.
To avoid shipping delays please include your TAX ID number on purchase orders.
One year limited warranty is included. Documentation is available on request.

**CONSIDERATION OF THE ELECTION OF
NEW BOARD MEMBERS OF
WASHINGTON TOWNSHIP MEDICAL
FOUNDATION**

**WASHINGTON TOWNSHIP HOSPITAL
DEVELOPMENT CORPORATION**

RESOLUTION OF THE BOARD OF DIRECTORS

WHEREAS, at the regular meeting of the Board of Directors held on April 18, 2022, the Board of Directors of Washington Township Hospital Development Corporation, a California nonprofit public benefit corporation, approved the following resolutions:

ELECTION OF NEW BOARD MEMBERS OF WASHINGTON TOWNSHIP MEDICAL FOUNDATION

RESOLVED, that the Board of Directors hereby appoints the following board members:

Name	Title	Term
Kimberly Hartz	Chairperson of the Board	April 18, 2022-April 17, 2024
Chris Henry	Board Member	April 18, 2022-April 17, 2024
Dr. Albert Brooks	Board Member	April 18, 2022-April 17, 2024
Dr. Ranjana Sharma	Board Member	April 18, 2022-April 17, 2024
Dr. Annamalai Veerappan	Board Member	April 18, 2022-April 17, 2024

GENERAL RESOLUTIONS

RESOLVED, that in accordance with the Bylaws, Article IV, Section 3, each of the above-mentioned Board Members will serve a two-year term as stated above and until the Board Member's successor is elected and qualified.

RESOLVED, that each officer of the corporation be authorized and directed to take any and all actions necessary to execute any and all instruments and do any and all things deemed by them to be necessary, or desirable, to carry out the intent and purposes of the foregoing resolutions.

RESOLVED FURTHER, that this Resolution shall be filed in the minute book of the corporation and become a part of the records of the corporation.

Passed and adopted by the Board of Directors of the Washington Township Hospital Development Corporation this 18th day of April 2022 by the following vote:

AYES:

NOES:

ABSENT:

Ben Sah, M.D.

Steven Chan, DDS

President, Board of Directors

Secretary, Board of Directors

Washington Township Hospital Development Corporation

Washington Township Hospital Development Corporation